

ONE (1) – YEAR GARBAGE COLLECTION, TRANSPORT AND DISPOSAL SERVICES CONTRACT

THE PUBLIC IS INFORMED:

This CONTRACT is made and entered by and between:

CULTURAL CENTER OF THE PHILIPPINES, "CCP" a government-owned and controlled corporation created by virtue of Presidential Decree No. 15, as amended, with principal address at Roxas Boulevard, Pasay City, represented herein by its President, **ARSENIO J. LIZASO**, duly authorized for the purpose of this Contract, as evidenced by CCP Board Resolution No L-279 Series 2017 attached as Annex "1"

-and-

IPM CONSTRUCTION & DEVELOPMENT CORPORATION, hereinafter referred to as "**SUPPLIER**", a private corporation organized and existing under Philippine Law, with office at Rm. 804, Ortigas Building, Meralco Avenue, Ortigas Center, Pasig City, represented herein by its President, **ISABELITA P. MERCADO**, who is duly authorized for the purpose of this Contract, as evidenced by the Secretary's Certificate dated December 6, 2018, hereto attached as Annex "2".

CCP and the SUPPLIER shall individually be referred to as "**Party**" and collectively as "**Parties**".

ANTECEDENTS:

On November 27, 2018, the Cultural Center of the Philippines Bids and Awards Committee (CCP-BAC) and the Technical Working Group (TWG) conducted a Pre-bid conference and on December 12, 2018, an opening of bid for the said contract of service and after the post evaluation by the Technical Working Group (TWG) of CCP BAC, the SUPPLIER was declared as the Single Calculated Responsive Bidder;

Under CCP-BAC resolution No.2019-07 dated February 19, 2019, the CCP-BAC recommended to award the Contract to the SUPPLIER for the amount of ONE MILLION SIX HUNDRED SEVEN THOUSAND SEVEN HUNDRED SIXTY PESOS ONLY (Php 1,607,760.00), inclusive of VAT, and which recommendation was then approved by the CCP President.

ACCORDINGLY, the PARTIES agree as follows:

I. In this CONTRACT words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

II. THE ENTIRE CONTRACT

The following documents are integral parts of the contract and should be attached, to wit:

1. Terms of Reference;
2. Copy of Advertisement of Invitation to Apply for eligibility and to Bid;
3. Results of Eligibility Check/Screening;
4. General Conditions of the Contract and Special Conditions of the Contract;
5. Minutes of Pre-bid Conference Meeting
6. Contractor's Eligibility Documents;

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7. Contractor's Technical Documents;
8. Contractor's Financial Documents;
9. Abstract of Bid (Evaluation of Bid);
10. Post-Qualification Report of the Technical Working Group;
11. Notice of Post Qualification/Evaluation;
12. Bac Resolution No. 2019-07 declaring the winner;
13. Notice of Submission of Post Qualification Documents;
 - a. Latest Income Tax Return
 - b. Certificate of PhilGeps Registration
 - c. Tax Clearance, in line with E.O. 398
14. Notice of Award;
15. Performance Security;
16. Notice to Proceed;
17. Detailed Breakdown of the Approved Budget for the Contract (ABC);
18. Detailed Breakdown of the Contract Cost /Bill of Quantities;
19. Evidence of Invitation of Three (3) Observers.

III. SCOPE OF WORK

The SUPPLIER undertakes to dispatch daily (time to be agreed upon) and assume full responsibility to directly carry-out actual collection and clean-out (no left-over) of garbage from designated collection points:

1. CCP Main Building
2. Tanghalang Balagtas (Folk Arts Theater)
3. CCP Black Box Theater (soon to operate within the year)
4. CCP Admin & Finance Building
5. CCP Timor Station

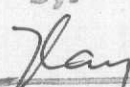
The SUPPLIER shall transport and dispose the collected garbage outside of the CCP Complex to the Metro Manila's designated landfill. Garbage for collection shall be residual wastes (non-biodegradable), food and garden wastes (biodegradable). Collection and disposal of hazardous waste such as chemicals, paints, oils, batteries, busted bulbs, tree cuttings, office/building renovation debris, and theater stage set debris shall not be included in the scope of work of the SUPPLIER. However, if requested by CCP in writing, such collection and disposal shall be covered by a different collection rate to be mutually agreed upon.

IV. OBLIGATIONS OF THE PARTIES

- 4.1 The General Condition of Contract (GCC) in Section IV, read in conjunction with the Special Condition of Contract (SCC) in Section V, Terms of Reference (TOR) and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.
- 4.2 In consideration of the payments to be made by the CCP to the SUPPLIER, the SUPPLIER agrees to provide the services in conformity with the provisions of the entire Contract.
- 4.3 CCP agrees to pay the amount of the Contract Price and such other sum as may become payable to the SUPPLIER for the services and in the manner prescribed in this Contract

V. CONTRACT PRICE

Subject to the provision of Item 43 of the GCC, the Total Contract Price shall be ONE MILLION SIX HUNDRED SEVEN THOUSAND SEVEN HUNDRED SIXTY PESOS ONLY (Php 1,607,760.00). The Monthly Contract price shall be ONE HUNDRED THIRTY-

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THREE THOUSAND NINE HUNDRED EIGHTY PESOS ONLY (Php 133,980.00) Vat-Inclusive.

VI. TERMS OF PAYMENT

Monthly payments shall be made only upon submission by SUPPLIER of the following:

- a. Monthly Billing Statement or Service Invoice
- b. Trip tickets
- c. A Certification by the Head of the Administrative Services Department to the effect that the service have been rendered in accordance with the terms of this CONTRACT and have been duly accepted.

VII. NO EMPLOYER-EMPLOYEE RELATIONSHIP

It is hereby agreed and understood that the SUPPLIER is and shall remain an independent contractor and that there shall be no employer-employee relationship between the CCP, on one hand, and the SUPPLIER or his personnel or agents, on the other hand. Hence, the CCP shall not in any way be liable or be responsible for any personal injury including death, or damage to property, caused by any of the employees of the SUPPLIER in the performance of the SUPPLIER's obligations and undertakings under this Contract. The SUPPLIER shall at all times be directly responsible and liable for the enforcement of, and compliance with, all existing laws, rules and regulations, particularly with respect to any claims brought about by its personnel or employees under applicable laws and social legislation. The SUPPLIER hereby holds the CCP and its officials free and harmless from any and all claims and liability under this provision.

VIII. NON-LIABILITY

- 8.1 CCP shall not be liable for any loss or damage suffered by the SUPPLIER resulting from the usual use of its equipment, nor shall it be liable for any death, injury or damage caused to the SUPPLIER's employees who shall be tasked to perform the undertaking.
- 8.2 Either party agrees to hold harmless the other party from any suit, action, claim or demand by any third party for damage to property or bodily injury including death due to any willful act, gross negligence or omission, solely attributable to either party, its employees or personnel, arising from the performance of the undertaking herein.

IX. GOVERNING LAW

This CONTRACT shall be construed in accordance with and governed by the laws of the Republic of the Philippines.

X. REPRESENTATIONS AND WARRANTIES

Both parties represent and warrant that the execution and delivery of this CONTRACT and consummation of the transactions contemplated herein will not contravene any law, and has complied with any and every necessary consent and/or approval and the officers signing hereunder are duly authorized to represent the PARTIES hereto.

XI. VENUE

In the event of litigation arising out of, or in connection with the implementation of the terms of this CONTRACT, the PARTIES agree to submit the same to the jurisdiction in the proper court of Pasay City, to the exclusion of the other courts.

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XII. NON-WAIVER OR RIGHTS

The failure of one PARTY to insist upon a strict performance of any of the term, condition and covenant hereof shall not be deemed a relinquishment or waiver of any right/remedy that said PARTY may have, nor shall it be construed as waiver of subsequent breach of the same or other terms, conditions or covenants. No waiver by any one PARTY or any of its rights under this CONTRACT shall be deemed to have been made unless expressed in writing and signed by that PARTY.

XIII. SEPARABILITY CLAUSE

The parties hereby agree to amend or modify any provision of this CONTRACT, which has been declared invalid or contrary to law, to conform with the subject or objective of this CONTRACT.

XIV. CONTRACT DURATION

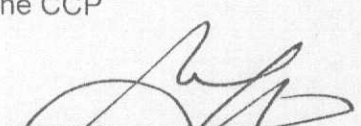
This CONTRACT shall have a period of one (1) year, commencing from April 1, 2019 to March 31, 2020.

XV. OGCC REVIEW

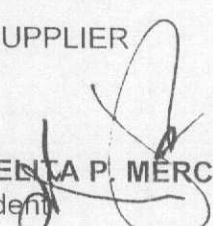
This CONTRACT shall be subject to the review of the Office of the Government Corporate Counsel (OGCC). The OGCC's comments and suggestions shall be incorporated as part of this CONTRACT.

SIGNED by the PARTIES on _____, at Pasay City, Philippines.


By:
The CCP


ARSENIO J. LIZASO
President

By:
The SUPPLIER

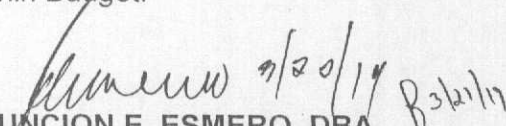

ISABENTA P. MERCADO
President

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department

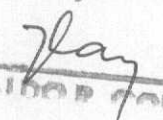

JORAM M. FRANCISCO, JR.
Project Manager

Within Budget:


ASUNCION E. ESMERO, DBA
Department Manager III
Finance Services Department
SB21 2990-01 (08) P 1,205,820.00

#V# 19-03-0761

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by:


AUDITOR

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MAKATI S.S.

MAR 29 2019

CITY OF MAKATI
BEFORE ME, a Notary Public for and in _____ City, this _____ day of _____, 2019 personally appeared the following:

Name	Identification Document	Expiry Date
ARSENIO J. LIZASO	Passport # EC6243049	December 16, 2020
ISABELITA P. MERCADO	Passport # EC4432728	June 17, 2020

known to me and to me known to be the same person who executed the foregoing Contract , and they acknowledged to me that the same is their free and voluntary act and deed, as well as the act and deed of the agencies they respectively represent.

Notary Public

Doc. No. 221 ;
Page No. 46 ;
Book No. 88 ;
Series of 2019

ATTY. JOSHUA P. LAPUZ
Notary Public for Makati City
Appointment No. 82 under 12/31/2019
PTR No. 7333896-Jan 3, 2019, Makati City
Roll No. 45700, IDP Lifetime Roll #94897
MCLE No. VI-0016565/Jan. 14, 2019
G/F Freedom Square, 199 Salcedo Street
Legaspi Village, Makati City

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by:
Ray
REYNALDO R. CORTES