

Contract Agreement

THIS AGREEMENT, made this 6th day of May, 2021 between Municipality of Laur represented by the Municipal Mayor, **ALEXANDER A. DAUS**, hereinafter called the "Entity" and **METRO CLARK WASTE MANAGEMENT CORPORATION** at Subzone D, Clark Special Economic Zone represented herein by its **President, MICHAEL L. ESCALER**, hereinafter called the "Service Provider".

WHEREAS, the Entity is desirous that the Supplier execute **Hauling of Garbage at Municipality of Laur, Nueva Ecija**, hereinafter called "the Services" and the Entity has accepted the Bid with the contract ceiling amount of **One million four hundred ninety-nine thousand nine hundred forty pesos (Php 1,499,940.00)** by the Supplier for the execution and completion of such Supply and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Special Conditions of Contract;
 - (b) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (c) Eligibility requirements, documents and/or statements;
 - (d) Performance Security
 - (e) Notice of Award of Contract and the Bidder's conformed thereto;
 - (f) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Entity to execute and complete the Supply and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Service Provider in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IT IS AGREED:

1. The **Service Provider** allows the **Entity** to dispose of residual solid waste into the **Supplier's** Landfill at the Clark Integrated Waste Management Facility at Sub-Zone D., Clark Special Economic Zone.
2. The **Service Provider** hereby guarantees and undertakes to transport and dispose the collected waste materials in accordance with EMB-DENR Rules and Regulation (RA 9003) from the accessible transfer station area of the **Entity**.

3. The **Entity** hereby guarantees to provide the necessary equipment and/or manpower to undertake loading of the residual solid waste into the container bin to be provided by the **Service Provider**.
4. The **Entity** hereby guarantees that no Liquid, toxic and Hazardous Waste (as provided under the rules and regulation of R.A. 9003) shall be disposed of the Sanitary Landfill of the **Service Provider**.
5. The **Service Provider** hereby guarantees that the final disposal of the residual solid waste material from the **Entity** shall be disposed in accordance with the EMB-DENR Rules and Regulations (RA 9003).
6. The **Entity** hereby guarantees that no "passage fees" and/or "toll fees" shall be imposed to the **Service Provider** by the local government unit and/or private individual in the area.
7. The **Service Provider** reserves its right to confirm or to defer the requested schedule of hauling of residual solid waste of the **Entity** which may be due to inclement weather and operational conditional which may affect the handling of waste on its facility.
8. The **Service Provider** hereby reserves its right to confirm of defer the schedule of hauling of residual solid waste of the **Entity** due to non-payment of accounts.
9. That both **Entity** and **Service Provider** agree on the Tipping Fee as described below:
- Tipping fee for residual waste similar to household waste is **Seven hundred eighty pesos (Php 780.00) per cubic meter**. Tipping fee for other kinds of waste (non-hazardous) to be disposed at the Landfill shall vary on the physical description of waste as determine by the **Service Provider**.
 - Where the basis of tipping fees is in cubic meter**. The volume of each load shall be determined based on the pre-computed volume measurement of each individual container bin as agreed by both parties.
 - Payment for the above-described services shall be in the form of cash or check in favor of **METRO CLARK WASTE CORPORATION** within 30 days upon presentation of the Statement of Account.
 - Non-payment or delay in payment of the above-mentioned fees shall be a ground for suspension or termination of services by the **Service Provider**.

TERM

This agreement shall be valid until **December 31, 2021** unless otherwise terminated by either Entity and Service Provider, provided that a one (1) month notice shall be given prior to the intended date of termination, subject to as renewal(s) as may be mutually agreed upon by the Parties.

IN WITNESS, whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

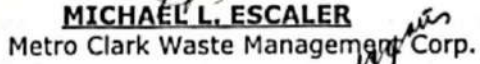
Signed, sealed, delivered by ALEXANDER A. DAUS the Municipality of Laur (for the Entity).

Signed, sealed, delivered by MICHAEL L. ESCALER the METRO CLARK WASTE MANAGEMENT CORPORATION (for the Service Provider).

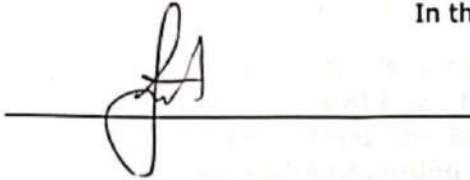
Binding Signature of PROCURING ENTITY

Binding Signature of Service Provider


ALEXANDER A. DAUS
Municipal Mayor


MICHAEL L. ESCALER
Metro Clark Waste Management Corp.

In the presence of





ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

APAS TARLAC) S.S
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BEFORE ME, a Notary Public for and in **APAS TARLAC** personally appeared **ALEXANDER A. DAUS** and **MICHAEL L. ESCALER** both known to me be the same person executed this instrument and they acknowledge to me their free act and voluntary deed.

WITNESS MY HAND AND NOTARIAL SEAL this **MAY 06 2021** day of _____ at **APAS TARLAC**


ATTY ADIN SIGUA
Notary Public
UNITED STATES OF AMERICA
NOTARY PUBLIC

PTR No **0020843 T**
01-04-2021, Capas, Tarlac
IBP Lifetime Roll No 03237, 01-06-04
Pasig City, Roll No 48101
MCLE Compliance No VI-0011039
08-01-18, Pasig City

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