

Contract Agreement for the  
Disposal of Residual Waste of the Municipality of Dinalupihan  
(2<sup>nd</sup> Quarter 2021)

THIS AGREEMENT, made this 24<sup>th</sup> day of March, 2021 between the Municipal Government of Dinalupihan, a local government unit with principal address at Barangay San Ramon, Dinalupihan, Bataan, herein referred to as the "Entity" represented by its Municipal Mayor, HON. MARIA ANGELA S. GARCIA and Metro Clark Waste Mgt. Corp., represented herein by its Asst. to the President, MR. VICTOR O. HONTIVEROS, with office address at Metro Clark Waste Mgt. Corp., Sub-zone D., Clark Special Economic Zone, herein referred to as the "Supplier".

WHEREAS the Entity invited Contractor for the Disposal of Residual Waste of the Municipality of Dinalupihan (2<sup>nd</sup> Quarter 2021) and has accepted a Bid by the Contractor in the sum of Three Million Six Hundred Thousand Pesos (Php3,600,000.00), hereinafter called "the Contract Price".

PARTICULARS	QUANTITY	UNIT	UNIT PRICE	TOTAL BID
Disposal of Residual Waste	3,000	tons	Php1,200.00	Php3,600,000.00

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 referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
  - a. Schedule of Requirements;
  - b. Technical Specifications;
  - c. General and Special Conditions of Contract; and
  - d. Supplemental or Bid Bulletins, if any

Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

Performance Security;

Notice of Award of Contract; and the Bidder's conforme thereto; and

Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

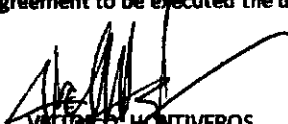
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

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4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

  
MARIA ANGELA S. GARCIA  
Municipal Mayor

  
VICTOR O. MONTIVEROS  
Bidder

Signed in the presence of

  
AMELITA B. PEÑAFLOR  
Municipal Budget

  
ROLANDO S. ROJAS  
Municipal Consultant

REPUBLIC OF THE PHILIPPINES )  
MUNICIPALITY OF CAPAS TARLAC, S.S.

**ACKNOWLEDGMENT**

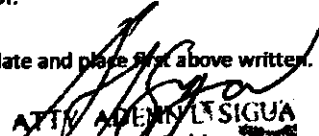
BEFORE ME, a Notary Public for and in CAPAS TARLAC, Philippines, this MAR 24 2021 day of \_\_\_\_\_, 2021 personally appeared;

NAME	NUMBER	ISSUED ON	ISSUED AT
MARIA ANGELA S. GARCIA	COMELEC ID VIN: 804-0021A-B1768MSG20000		
VICTOR O. MONTIVEROS			

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of two (2) pages (exclusive of attachment), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

  
ATTY. ADELYN L. SIGUA  
NAME OF NOTARY PUBLIC  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
(Not of Attorneys No. \_\_\_\_\_)  
IBP L. PTR No. \_\_\_\_\_ Roll No. 03237 UT-06-04  
HBP No. \_\_\_\_\_ City, Roll No. 48101  
MCLE Compliance No. VI-0011039  
08-01-18, Pasig City

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