

Republic of the Philippines
DEPARTMENT OF JUSTICE
BUREAU OF CORRECTIONS
NATIONAL HEADQUARTERS

NBP Reservation, Muntinlupa City, Philippines, 1776
Telephone Nos. +632-8809-8073 / 8809-9775 / E-mail Address: odg@bucor.gov.ph



NOTICE TO PROCEED

January 30, 2023

REYNALDO SL. PEREZ
INTERNATIONAL SOLID WASTE INTEGRATED
MANAGEMENT SPECIALIST INC
Unit 1001 Annapolis Wilshire Plaza, No. 11
Annapolis St., Brgy., Greenhills, San Juan City


Dear Mr Perez,

Based on the approved Contract Agreement No. **GS-23-01-002** (copy attached), notice to proceed is hereby given to **INTERNATIONAL SOLID WASTE INTEGRATED MANAGEMENT SPECIALIST INC** for Garbage Collection and Disposal for NBP 2023 effective upon receipt of this notice.


You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the **BUREAU OF CORRECTIONS**.

Very truly yours,


GENERAL GREGORIO PIO P. CATAPANG JR. AFP (Ret.) CESE
Director General, BuCor

I acknowledge receipt of this notice.


REYNALDO SL. PEREZ
INTERNATIONAL SOLID WASTE INTEGRATED
MANAGEMENT SPECIALIST INC
Date Received JAN 31, 2023

"REFORM BUCOR"

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

BUREAU OF CORRECTIONS, with office address at NBP Reservation, Muntinlupa City, herein represented by Bureau of Corrections, Acting Director General, BuCor **GENERAL GREGORIO PIO P. CATAPANG JR., AFP (RET.), CESE**, herein referred to as the **“PRINCIPAL”**.

-and-

INTERNATIONAL SOLID WASTE INTEGRATED MANAGEMENT SPECIALIST INC, a corporation existing under and by virtue of the laws of the Philippines with principal office at Unit 1001 Annapolis Wilshire Plaza, No. 11 Annapolis St., Brgy., Greenhills, San Juan City, represented herein by its President, **REYNALDO SL. PEREZ**, herein referred to as the **“CONTRACTOR”**.

WITNESSETH THAT:

Whereas, the **PRINCIPAL**, on November 29, 2022 posted the project for **“Garbage Collection and Disposal for NBP 2023”** on the PHILGEPS website under Reference No. 9292553 and the Bureau of Corrections Website and at conspicuous places inside the premises of BUCOR, with an approved budget of **Eleven Million Nine Hundred Ninety Nine Thousand Pesos Only (Php11,999,000.00)**;

Whereas, the **CONTRACTOR**, after having met the minimum requirements prescribed by the **PRINCIPAL**, submitted the Single Calculated Bid in the amount of **Nine Million Six Hundred Ninety One Thousand Five Hundred Pesos only (Php9,691,500.00)**;

Whereas, in its **Bids and Award Committee Resolution No. 2023-001** dated January 6, 2023, the **PRINCIPAL’S** Bids and Awards Committee resolved to recommend the award of the contract for the **“Garbage Collection and Disposal for NBP 2023”** in favor of the **CONTRACTOR**;

NOW, THEREFORE, for and in consideration of the foregoing and of the terms, stipulations, conditions and covenants hereinafter set forth, the **PARTIES** have mutually agreed on the following:

1. This Contract constitutes the Collection of Garbage from New Bilibid Prison (NBP) Minimum, Medium, RDC and Maximum. The **CONTRACTOR** shall undertake the above for the period indicated in Paragraph 3 below.



2. The following documents shall form and make an integral part of this Contract:

- a. The Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- b. The Bid Data Sheets;
- c. The Schedule of Requirements;
- d. The General Conditions of Contract;
- e. The Special Conditions of Contract;
- f. The Entity's Notification of Award and
- g. The Performance Security;

3. **DURATION OF THE CONTRACT:**

The contract will take effect from the date receipt of Notice to Proceed (NTP) and Contract Agreement, until December 31, 2023.

4. **OBLIGATIONS OF THE CONTRACTOR:**

- a. The **CONTRACTOR** shall undergo collection of Garbage in the NBP Minimum, Medium, RDC, and Maximum, specifically in collection points that the authorized representative/s of the **PRINCIPAL** shall so indicate.
- b. Upon the accomplishment of each trip of garbage collection, the **CONTRACTOR** shall ask the duly authorized representative of the **PRINCIPAL** to sign the **CONTRACTOR**'s trip ticket and summary of trips as proof of the accomplishment of such service.
- c. The **CONTRACTOR** shall comply with the terms stated in the Contract Agreement, particularly Schedule of Requirements and Technical Specifications attached to this contract. Furthermore, the contractor shall be subject to all existing prison rules and regulations.
- d. For purposes of this Contract, the **CONTRACTOR** shall be deemed to be an independent contractor with sufficient and adequate capital and resources and as such, shall bind itself, as well as its officers and personnel, to comply with all laws, rules and regulations on compensation, wages, social security, insurance coverage and other benefits pertaining to its employees and workers, and hereby frees the **PRINCIPAL** and its officials from any claims arising from their employment with the **CONTRACTOR** by virtue of this Contract.
- e. The **CONTRACTOR** shall discharge/dispose all garbage collected under this Contract at the designated landfill duly contracted by the **CONTRACTOR**, the dumping costs/fees for



which shall be borne by the latter, it being understood that the same is included in the Contract Price stipulated herein.

- f. The **CONTRACTOR** hereby agrees and ensures the cleanliness and sanitation of the area of assignment stated in this Contract, and shall ensure compliance with all the existing laws, ordinances, and regulations relating to environment and sanitation. However, after the clean-up of each area prescribed by the **PRINCIPAL**, the **CONTRACTOR** shall not be liable for the cleanliness and sanitation of the area outside of the collection time caused by untimely/improper throwing/dumping of waste materials as well as causes attributable to third persons.
- g. The **PRINCIPAL** shall not be responsible nor be held liable for any injury sustained by third parties arising out of or through the negligence of the **CONTRACTOR** or any of its personnel. For this purpose, the **CONTRACTOR** shall always maintain its trucks in good working condition particularly its bodies, engines, lighting and signaling devices, and tires. In addition, the **CONTRACTOR** shall ensure that in the transport and hauling of the subject garbage and waste materials to its destination, no littering or spillage shall occur.
- h. To guarantee the faithful performance by the **CONTRACTOR** of the terms and conditions of this Contract, the **CONTRACTOR** shall, upon the signing of this Contract, post a Performance Security in favor of the **PRINCIPAL**, in the form of cash, or manager's check, or cashier's check, or bank draft/guarantee confirmed by a local bank, or letter of credit issued by a reputable bank, or surety bond callable on demand issued by the Government Service Insurance System or the surety or insurance companies duly accredited by the Office of the Insurance Commissioner, or a combination thereof, satisfactory and acceptable to the **PRINCIPAL** in accordance with the following guidelines:
 - i. Five Percent (5%) of the contract price in the form of cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit;
 - ii. Ten Percent (10%) of the contract price in the form of an unconditional bank guarantee of the type presented in the Bidding Documents
 - iii. Thirty Percent (30%) of the Contract Price in the form of Surety Bond.

5. OBLIGATIONS OF THE PRINCIPAL:

- a. In consideration for the efficient and faithful performance and accomplishment of all the obligations as specified herein, which the **CONTRACTOR** agrees to undertake, perform and accomplish under this Contract, the **PRINCIPAL** shall pay the **CONTRACTOR**, on a monthly basis, for the total number of trips hauled at a minimum of 15 cu.m. / truckload per trips rendered by the **CONTRACTOR** to be computed at **Ten Thousand Five Hundred Pesos (Php10,500.00)** per trips payable on an Auto-Debit Account (**ADA**) upon the submission of the Billing Statement and other pertinent documents to the Supply Division.
- b. The **PRINCIPAL** shall pay the **CONTRACTOR** in accordance with the schedule provided for under Paragraph 4 of this Contract, upon submission of the latter's billing, duly certified by the **CONTRACTOR** and approved by the authorized representative of the **PRINCIPAL**, to ensure efficiency and accuracy.

6. **CANCELLATION:** The **PRINCIPAL** and the **CONTRACTOR** reserve the right to cancel or otherwise terminate this Contract for any violation of the terms provided herein, with due notice to the other party, fifteen (15) days before the termination or cancellation hereof.



IN WITNESS HEREOF, the Parties, through their respective representatives,
hereby affix their signatures this JAN 31 2023 at MAKATI CITY.

BUREAU OF CORRECTIONS

BY:

[Signature]
GENERAL GREGORIO PIO P. CATAPANG JR., AFP (RET.), CESE
Acting Director General, BuCor

**INTERNATIONAL SOLID WASTE INTEGRATED MANAGEMENT SPECIALIST
INC.**

BY:

[Signature]
REYNALDO SL. PEREZ
President

Signed in the presence of:

[Signature]
JONNEL CESAR A. LAT
Chief, Accounting Division

[Signature]
RAYMOND S. REYES

ACKNOWLEDGMENT

Republic of the Philippines)
MAKATI CITY CITY) S.S.

MAKATI CITY

BEFORE JAN 31 2023 a notary public for _____ City, personally appeared this
the following persons with their competent proofs of identity as indicated
below:

NAME	COMPETENT PROOF OF IDENTIFICATION
GENERAL GREGORIO PIO P. CATAPANG JR., AFP (RET.), CESE	DL A01-80-08638
REYNALDO SL. PEREZ	Rec - 6016108

Both known to me and to me known to be the same persons who executed the foregoing
Contract of Service, consisting of five (5) pages including this page, both acknowledged to me
that this Contract is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, affixed at the place and on the date [Signature]

Doc. No. 910;
Page No. 48;
Book No. 92;
Series of 2023

[Signature]
ATTY. MELVIN C. MALABANAN
Notary Public for Makati City
Appointment No. M 079
Until December 31, 2024
4298 Emilia cor. Bautista, Palanan,
Makati City
PTR No. 956087 / Jan. 5, 2023
IBP No. 281826, / Jan 10, 2023
MCLE VI 00224556, Apr 24, 2019
Roll No. 58312