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Republic of the Philippines
DEPARTMENT OF JUSTICE
BUREAU OF CORRECTIONS
NATIONAL HEADQUARTERS
NBP Reservation, Muntinlupa City, Philippines, 1776



NOTICE TO PROCEED

RONALD B. DONGAOL
EXPRESS WASTE SOLUTIONS INC.
34 T12 Polo Land Inc., Tabang, Guiguinto Bulacan

Dear Mr. Dongaol:

Based on the approved Contract Agreement No. GS-25-07-013 (copy attached), notice is hereby given to Express Waste Solutions Inc to commence on the Garbage Collection and Disposal for NBP 2025 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,

[Signature]
GENERAL GREGORIO PIO P CATAPANG JR. AFP (Ret.) CESE, CCLH
Director General, Bureau of Corrections

I acknowledge receipt of this notice.



[Signature]
RONALD B. DONGAOL
EXPRESS WASTE SOLUTIONS INC.
Date Received JUNE 20, 2025

[Handwritten mark]



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

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

-and-

EXPRESS WASTE SOLUTIONS INC., a corporation existing under and by virtue of the laws of the Philippines with principal office at 34 T12 Polo Land Inc., Tabang, Guiguinto Bulacan, represented herein by its Authorized Representative, **RONALD B. DONGAOL**, herein referred to as the **"CONTRACTOR"**.

WITNESSETH THAT:

Whereas, the **PRINCIPAL**, on September 17, 2024 posted the project for **"Garbage Collection and Disposal for NBP 2025"** on the PHILGEPS website under Reference No. 11257354 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 Four Thousand Four Hundred Thirty Six Pesos Only (Php11,994,436.00)**;

Whereas, in its **Bids and Award Committee Resolution No. 2024-169** dated November 29, 2024, the **PRINCIPAL'S** Bids and Awards Committee resolved to recommend the award of the contract for the **"Garbage Collection and Disposal for NBP 2025"** in favor to **GREENPHIL WASTE MANAGEMENT SERVICES, INC**, submitted the Bid in the amount of **Eleven Million One Hundred Ninety-Six Thousand Nine Hundred Six Pesos Only (Php11,196,906.00)**;

Whereas, the **Bids and Award Committee** received the verified report from the **Waste Management Section** indicating the various lapses of the service provider to failed to fulfill their contractual obligation under the Contract Agreement with Bureau of Corrections;

Whereas, based on assessment, the procuring entity may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines of termination of Contract issued by the Government Procurement Policy Board under Resolution No. 18-2004 dated 22 December 2004;

Whereas, the **PRINCIPAL Bids and Award Committee Resolution No. 2025-95** dated June 9, 2025, the **PRINCIPAL'S** Bids and Awards Committee resolved to recommend the existing rules and procedures under RA 9184 and its 2016 Implementing Rules provides guidelines for the Negotiated Procurement - Take Over

Contracts under (section 53.3 IRR of RA 9184) to the Second Lowest Calculated Bidder;

NOW, THEREFORE, the PRINCIPAL'S Bids and Awards Committee resolved to recommend the award to the Second Lowest Calculated Bid to **Express Waste Solutions Inc** with the remaining balance for the Contract CY 2025 amounting to **Ten Million One Hundred Twenty Three Thousand One Hundred Fifty Nine Pesos Only (Php 10,123,159.00)** 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 Contractor'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 General and Special Conditions of Contract;
- d. The Schedule of Requirements;
- e. The Technical Specifications;
- f. The Entity's Notification of Award and
- g. The Performance Security;

3. **DURATION OF THE CONTRACT:**

The Delivery shall commence from the date receipt of Notice to Proceed (NTP) and Contract Agreement, until December 31, 2025.

The Contract duration shall cease upon reaching the maximum contract amount or at the end of the year 2025 whichever comes first.

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.

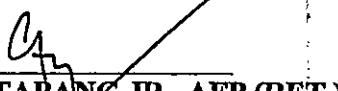
5. OBLIGATIONS OF THE PRINCIPAL:

- 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 20cu.m. / truckload per trips rendered by the **CONTRACTOR** to be computed at **Sixteen Thousand Nine Hundred Twelve Pesos only (Php16,912.00)** per trips payable on an Auto-Debit Account (**ADA**) upon the submission of the Billing Statement and other pertinent documents to the Directorate for Logistics.
- b. The **PRINCIPAL** shall pay the **CONTRACTOR** in accordance with the schedule provided as stated above Paragraph 5a 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 20 JUN 2025 at QUEZON CITY City.

BUREAU OF CORRECTIONS
BY:


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

EXPRESS WASTE SOLUTIONS INC.
BY:


RONALD B. DONGAOL
Authorized Representative

Signed in the presence of:


MS. DOPHENE DELMO-GADIA
Chief, Accountant, BuCor, NHQ

ACKNOWLEDGMENT

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

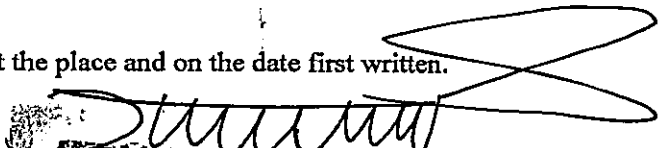
120 JUN 2025 BEFORE ME, a notary public for QUEZON CITY, personally appeared this the following persons with their competent proofs of identity as indicated below:

NAME	COMPETENT PROOF OF IDENTIFICATION
GENERAL GREGORIO PIO P CATAPANG JR., AFP (RET.), CESE, CCLH	BuCor ID 11/23/23 Muntinlupa
RONALD B. DONGAOL	

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 first written.

Doc. No. 80 ;
Page No. 16 ;
Book No. XXVII ;
Series of 2025


ATTY. DONATO C. MANGUIAT
Notary Public

Commission No. NP-030 (Expires December 31, 2026),
IBP No. 403603; December 15, 2024, Page 15
PTR No. 6289489, January 02, 2025, QC.
Attorney's Roll No. 34245
KLE Compliance No. CQ32764; Valid until April 14, 2028
Mobile No. +639452654279
Office Address: No. 2 Maruseang St., Ermy. Central, QC.