

CONTRACT FOR THE SOLID WASTE MANAGEMENT OF CAMP JOHN HAY TURNOVER AREAS

PEGAS D. NALBOG
VP Finance, Express Waste
Solutions, Inc.

BENJAMIN D. NALBOG, JR.
General Services Manager, JHMC

EXPRESS WASTE SOLUTIONS, INC.

RONALD B. DONGAOL
President

JOHN HAY MANAGEMENT CORPORATION

MANJIT T. SINGH REANDI
President and CEO

This **CONTRACT** executed on the ____ day of DEC 05 2025, 20____, by and between:

JOHN HAY MANAGEMENT CORPORATION, a government-owned and controlled corporation, operating by virtue of the laws of the Republic of the Philippines, with office address at the John Hay Special Economic Zone, Camp John Hay, Loakan Road, Baguio City, hereinafter called "**JHMC**";

-and-

EXPRESS WASTE SOLUTIONS, INC., a company duly organized and existing under the laws of the Republic of the Philippines, with principal office at 34 T12 Polo Land Inc., Brgy. Tabang, Guiguinto, Bulacan, hereinafter called "**SERVICE PROVIDER**";

WHEREAS, **JHMC** invited Bids for certain goods and services, particularly the procurement of Solid Waste Management for Camp John Hay Turnover Areas;

WHEREAS, the **SERVICE PROVIDER** submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Nine Million Four Hundred Ninety Nine Thousand Eight Hundred Fifty Nine Pesos and 91/100 (PhP9,499,859.91)**, hereinafter referred to as the "**Contract Price**".

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz:
 - a. Philippine Bidding Documents (PBD):
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;
 - iii. 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 **JHMC's** bid evaluation;
 - iv. Bid Data Sheet;
 - v. Schedule of Requirements/Scope of Services;

- vi. Technical Specifications;
- vii. General and Special Conditions of Contract;
- viii. Supplemental Bid Bulletins, if any; and
- ix. Other contract documents that may be required by existing laws and/or **JHMC**.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted:

c. Performance Security:

d. Notice of Award of Contract; and the Bidder's Conforme thereto: and

e. Other contract documents that may be required by existing laws and/or **JHMC**, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of **Nine Million Four Hundred Ninety Nine Thousand Eight Hundred Fifty Nine Pesos and 91/100 (PHP9,499,859.91)**, or such other sums as may be determined in accordance with the terms of the Contract, the **SERVICE PROVIDER** agrees to deliver and perform the items and related services for the Solid Waste Management for Camp John Hay Turnover Areas described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. **JHMC** agrees to pay the above-mentioned sum to the **SERVICE PROVIDER** in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

6. To ensure continuing compliance with tax laws pursuant to Executive Order No. 398:

a. The **SERVICE PROVIDER** shall pay taxes in full and on time, failure to do so will entitle **JHMC** to suspend payment.

b. The **SERVICE PROVIDER** is likewise required to submit, prior to the execution the Agreement, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and

PECEB D. NABOG
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business tax returns duly stamped and received by the BIR and
duly validated with the tax payments made thereon.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be
executed in accordance with the laws of the Republic of the Philippines on the
day and year first above written.

For **JHMC**
Head of the Procuring Entity

For **SERVICE PROVIDER**
Duly authorized to sign the Contract
for and behalf of **EXPRESS WASTE
SOLUTIONS, INC.:**

MANJIT S. SINGH REANDI
President and CEO
Date:

RONALD B. DONGAOL
President
Date:

Signed in the presence of:

BENJAMIN R. QUIÑO, JR.
General Services Manager, JHMC

PECOS D. NALBOG
*VP Finance, Express Waste
Solutions, Inc.*

Certified Availability of Funds:

CAF No.: CAF25-10-169

BUR No.: 02-2025-10-1015

JOSEPHINE Q. TECAN
Accountant, JHMC

ACKNOWLEDGEMENT

Republic of the Philippines)
Baguio City) SS.

BEFORE ME, a Notary Public in and for Baguio City, personally
appeared the following persons:

Name	Identification Document	Issued/Expiration Date
Manjit T. Singh Reandi	Driver's License No. A07-07-000863	Baguio City
Ronald B. Dongaol	PRC ID No. 0010329	

They are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirms their own free act and the entities they represent.

This Contract consisting of four (4) pages including the page where the Acknowledgment is stated, relates to the Contract for the Solid Waste Management for Camp John Hay Turnover Areas between John Hay Management Corporation and Express Waste Solutions, Inc. The Parties and their witnesses signed in the proper spaces and the left margin of every page.

SIGNED AND SEALED on DEC 05 2025 in Baguio City, Philippines.

Doc. No. 359
Page No. 72
Book No. II
Series of 2025.

ATTY. MARY ELLEN S. CABAHAT
Notary Public for and in Baguio City
Notarial Commission valid until 31 December 2025
IBP No. 407458: 01/08/2024
PTR No. 6161437: 01/12/2024
Roll of Attorneys No. 55866
MCLE Compliance No. VII-0004316 valid until 04/14/2025

PECOS D. NAKBOG
VP Finance, Express Waste
Solutions, Inc.

BENJAMIN S. JO, JR.
General Services Manager, JHMC

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