

CONTRACT FOR ANALYTICAL SERVICES FOR WASTEWATER QUALITY MONITORING PROGRAM

THE PUBLIC IS INFORMED:

This Contract is executed by and between:

METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM (MWSS), a government corporation duly organized and existing under and by virtue of R.A. 6234, as amended, with principal business office at MWSS Building, Katipunan Road, Balara, Quezon City, Metro Manila, through its **REGULATORY OFFICE (RO)**, herein represented by its Chief Regulator, Atty. **PATRICK LESTER N. TY**, duly authorized for this purpose by the MWSS Board of Trustees by virtue of Board Resolution No. 2019-082-RO dated 23 May 2019, hereinafter referred to as **MWSS RO**;

-and-

CRL ENVIRONMENTAL CORPORATION (CRL), a juridical entity duly organized and existing under the laws of the Republic of the Philippines, with office located at Building 2 Berthaphil Compound, Berthaphil Inc. Industrial Park, Jose Abad Santos Avenue, Clark Freeport Zone, Pampanga, herein represented by its Laboratory Director, **Ms. JULIANA C. ORIÑA**, by virtue of **CRL** Board Resolution dated 15 May 2019, hereinafter referred to as **CRL**;

ANTECEDENTS:

The **MWSS RO** is in need of an environmental testing laboratory to monitor compliance with the Department of Health (DOH), Department of Environment and Natural Resources (DENR), and ISO 17025 Standards for Wastewater effluent, and has invited Bids for certain goods and ancillary services, viz., Procurement of Analytical Services for Wastewater Quality Monitoring Program.

In the bidding duly conducted on 22 May 2019 by the **MWSS RO** Bids and Awards Committee (BAC), and after careful evaluation and due consideration on the result of the post qualification on the bids submitted, the BAC, through BAC Resolution No. 2019-15 declared the bid of **CRL** as the lowest calculated and responsive bid that complied with the MWSS RO BAC's eligibility, technical and financial requirements as prescribed under RA 9184.

The **MWSS RO**, has accepted the bid of CRL amounting to **TWO MILLION SIX HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED SIXTY PESOS**

and 00/100 (Php2,637,360.00) under the terms and conditions set forth in the bid documents hereto attached and herein below specified.

The MWSS Board of Trustees (**MWSS-BOT**) as Head of Procuring Entity (HOPE) has delegated the authority to approve the award of the Procurement of Analytical services for Wastewater Quality Monitoring Program-Contract No. RO-PG2019-002 to the Chief Regulator of the **MWSS RO** by virtue of MWSS-BOT Resolution No. 2019-082-RO dated 23 May 2019.

The **MWSS RO**, through the Chief Regulator, has awarded the contract for the Procurement of Analytical Services for Wastewater Quality Monitoring Program - Contract No. RO-PG2019-002 to **CRL Environmental Corporation** in a letter dated 8 July 2019.

ACCORDINGLY, the parties agree as follows:

1. All the documents mentioned in Section 37.2.3 of the Implementing Rules and Regulations (IRR) of RA 9184, otherwise known as the "Government Procurement Reform Act", shall be deemed part of this Contract. In addition, and for reference, the following shall form part of this contract, *to wit*:

- (a) Bid Form and the Price Schedule;
- (b) Schedule Requirements;
- (c) Technical Specifications;
- (d) General Conditions of the Contract;
- (e) Special Conditions of the Contract;
- (f) Notice of Award; and
- (g) Performance Security.

2. **MWSS RO** shall pay **CRL Environmental Corporation** the total amount of **TWO MILLION SIX HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED SIXTY PESOS (P2,637,360.00)** in the manner and in accordance with the Schedule of Requirements, and not later than sixty (60) days after submission of an invoice or claim by **CRL**.

3. In consideration of the payments to be made by **MWSS RO**, **CRL** hereby covenants with **MWSS RO** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. **MWSS RO** hereby covenants to pay **CRL**, in consideration of the provisions of the goods and services, the Contract Price or such other sum as may become payable under the provisions of this contract at the time and in the manner prescribed by this contract.

5. This agreement shall be for a period of one (1) year commencing from the date stipulated in the **Notice to Proceed (NTP)**. However, extension of this contract may be allowed, subject to Appendix 24 - Revised Guidelines on the Extension of Contracts for General Support Services of the Implementing Rules and Regulations (IRR) of RA 9182.

6. No amendments, modification or alterations to this contract shall be valid and binding on the other party unless stipulated and agreed upon by the Parties in writing and executed with the same formality as this contract.

7. All notices called for by the terms of this Contract shall be effective only at the time of receipt thereof, and only when received by the Parties to whom they are addressed at their respective addresses written in the recital of the parties.

It shall be the obligation of **CRL** to inform **MWSS RO** in writing of any change of address within three (3) calendar days from such change. In the absence of a valid notice of change of address, all such correspondence and paper shall be legally considered to have been received by **CRL** when sent to such address even if not actually received by it.

8. It is understood that no employer-employee relationship exists between **MWSS RO** and the **CRL** employees and that **CRL** assumes full responsibility for its own employees.

9. Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines in accordance with R.A. 876 and R.A. 9285.

WHEREFORE, the parties have hereunto signed this Contract on this ____ day of August 2019 at Quezon City, Philippines.

MWSS REGULATORY OFFICE

By:


PATRICK LESTER N. TY
Chief Regulator

CRL ENVIRONMENTAL CORP.

By:


JULIANA C. ORIÑA
Laboratory Director

SIGNED IN THE PRESENCE OF:

For MWSS RO

For CRL ENVIRONMENT CORP.

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S.

BEFORE ME, personally appeared the following persons:

<u>Name</u>	<u>Valid Proof of Identification</u>	<u>Date/Place Issued</u>
Patrick Lester N. Ty	Driver's Lic. No. NO4-95-333952	02.17.2016/Q.C.
Juliana C. Oriña	PRC ID No. 0008774	10.2.2002/Manila

known to me to be the same persons who executed the foregoing document denominated as *"Contract for Analytical Services for Wastewater Quality Monitoring Program"*, consisting of four (4) pages, including this page.

IN WITNESS WHEREOF, I have hereunto signed the foregoing instrument and set my notarial seal on this 2nd day of September 2019 in Quezon City, Philippines.

Notary Public

Doc. No. 326;
Page No. 67;
Book No. 18;
Series of 2019.

ATTY. JOVENIO E. FULGUERAS
NOTARY PUBLIC
EXPIRES DEC. 31, 2019
ROLL OF ATTORNEY NO. 30906
BP NO. 016526/10.26.2017/PASIG
PTR NO. 3882687-C/1-16-2017/Q.C.
MCLE COMPLIANCE NO. V-0006760
ADD: MWSS BLDG. KATIPUNAN RD. BALARA Q.C.

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