

CONTRACT FOR HAZARDOUS WASTE HAULING SERVICES

No. 100-23-09-1991

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Service made and entered into in the City of Pasig by and between:

CITY GOVERNMENT OF PASIG, a local government unit existing under and by virtue of the laws of the Philippines with address at Pasig City Hall, represented in this Agreement by its City Mayor, **HON. VICTOR MA REGIS N. SOTTO**, hereinafter referred to as the **PROCURING ENTITY** for the project **COLLECTION, TREATMENT AND DISPOSAL OF HAZARDOUS AND INFECTIOUS WASTES FROM VARIOUS HEALTHCARE FACILITIES OF PASIG CITY – PASIG CITY GENERAL HOSPITAL, PASIG CITY CHILDREN’S HOSPITAL AND CITY HEALTH DEPARTMENT** under RFQ NO. 100-23-09-1991;

- and -

JOINT VENTURE BETWEEN STERI PLUS CORPORATION AND ECO SAFE HAZMAT TREATMENT, INC., a corporation organized and existing under and by virtue of the Philippines law, with office address at Manila East Road, Gonzales (POB.), Pakil, Laguna, and Lot 7 West Los Angeles St., San Bartolome, Novaliches, Quezon City, respectively, duly licensed to engage in the business of waste management, represented in this agreement by its Authorized Representative, **MR. ALBERT DELA FUENTE**, hereinafter referred to as “**CONTRACTOR**”;

WITNESSETH: That

WHEREAS, **CONTRACTOR** is duly licensed to engage in, and is engaged in the business of rendering, among others, for private and/or government Healthcare Facilities and related entities, Healthcare waste collection treatment and disposal services, and has offered its services to the **PROCURING ENTITY**;

WHEREAS, The **PROCURING ENTITY** require Healthcare waste collection, treatment and disposal services at **PASIG CITY GENERAL HOSPITAL** located at F. Legaspi St., Maybunga, Pasig City, **PASIG CITY CHILDREN’S HOSPITAL** located at the Barangay Kapasigan, Pasig City, and **CITY HEALTH OFFICE** located at the 5th Floor of Pasig City Hall, hereinafter referred to as the “Service Site/s”, and has accepted the offer of the **CONTRACTOR**;

WHEREAS, funds for this **CONTRACT** have been provided and to be taken from the regular budget of the Pasig City General Hospital, Pasig City Children’s Hospital and Pasig City Health Office for the calendar year 2023;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual terms and conditions, hereinafter set forth, the parties hereto agree as follows;

A. SERVICE SITE/S

The **CONTRACTOR** shall render and undertake healthcare waste collection treatment and disposal services for Client through the collection, hauling out of all healthcare waste contained in specified plastic bag and in one depository located within the premises of the Service Site/s. The **CONTRACTOR** shall not collect and haul any

material (waste or not) which are not contained in its proper bag or not located at the Service Site/s.

B. SCOPE OF SERVICES

1. The **CONTRACTOR** shall collect, transport, treat and dispose all hazardous and infectious (healthcare) wastes of all healthcare facilities of the **PROCURING ENTITY**.
2. The **CONTRACTOR** undertakes that the collection, transportation and treatment of the **PROCURING ENTITY's** healthcare waste shall be in accordance with the requirements and regulations of the DENR- Environmental Management Bureau as well as all pertinent local ordinances and other relevant laws, rules and regulation on waste treatment/disposal.
3. The **CONTRACTOR** shall field and deploy appropriate waste collection vehicles depending on the need to haul the healthcare waste contained in the waste depositories located in the Service Site/s. The **CONTRACTOR** may field additional vehicles or make additional trips should the need arise, due to any up-surge in waste generation or as may be required by the **PROCURING ENTITY**.
4. The **CONTRACTOR** shall ensure that no further sorting or segregation of Healthcare waste shall take place within the immediate vicinity of the Service Site/s such as adjoining public streets or sidewalks.
5. The **CONTRACTOR** shall ensure that its personnel assigned to perform the services subject hereof shall be in proper uniform to distinguish them as **CONTRACTOR's** personnel and shall have properly issued National Bureau of Investigation clearances and medical certificates acceptable to the client, and shall have no criminal record, either in the form of arrests or conviction.
6. The **CONTRACTOR** shall provide the necessary PERSONAL PROTECTIVE EQUIPMENT to their human resources during the collection, treatment and disposal of hazardous wastes from Healthcare Facilities of the **PROCURING ENTITY**.
7. The **CONTRACTOR** shall operate and maintain continuous Healthcare waste collection services for the duration of this agreement. **CONTRACTOR** shall not be relieved of its obligations herein provided except when the same is caused by fortuitous events, which as used herein shall mean fire, typhoon, flood, earthquake, and other natural calamities or acts of God, riot, war, civil uprising, rebellion, accident or other event occurring beyond the control and without the fault or negligence of **CONTRACTOR**. In no case however will strikes, lockouts, or other concerted labor actions staged by **CONTRACTOR's** employees or by the **CONTRACTOR's** management or occurring within the **CONTRACTOR's** organizations or involving **CONTRACTOR's** employees, or the cessation of **CONTRACTOR's** operations due to any government action by reason of **CONTRACTOR's** failure to comply with pertinent laws, rules or regulations, be deemed fortuitous events. The failure of **CONTRACTOR** to perform healthcare waste collection services in accordance with the provisions of this agreement shall render it liable to pay the **PROCURING ENTITY** the amount equivalent to the cost it incurred in the event it hires other healthcare waste contractors to perform the required services, without prejudice to the right of the **PROCURING ENTITY** to seek judicial remedies.

8. The **CONTRACTOR** shall provide, free of charge, an appropriate number of yellow plastic bags and Healthcare waste bins based on the volume of waste, to be used exclusively for the Healthcare waste bins. The use of the yellow bags shall be monitored by the **PROCURING ENTITY** and shortage of the same shall be charged to **CONTRACTOR**. Should **PROCURING ENTITY** require additional Healthcare waste bins, **CONTRACTOR** shall provide the same. Further loss of consigned bin/s shall be charged to the **PROCURING ENTITY** based on current replacement cost.
9. The **CONTRACTOR** shall issue a Certificate of Treatment and Disposal after the particular Healthcare waste has been treated & disposed of every first week of the month.
10. The **CONTRACTOR** shall issue the required CLEARANCE AND CERTIFICATES to the **PROCURING ENTITY** on a PER HAULING/TRANSPORT, TREATMENT, AND DISPOSAL of INFECTIOUS/HEALTHCARE WASTES which must always be attached in the billing and/ or Statement of Account.
11. Frequency of collection of wastes is minimum of three times a week in the afternoon with the supervision of a Wastes Management Staff of the Health Facility.
12. *The contract shall cover all the items found in the Request for Quotation/Terms of Reference hereto attached as Annex "A".*

C. CONTRACTOR'S RESPONSIBILITY

1. There shall be no employer-employee relationship between the **PROCURING ENTITY** and the **CONTRACTOR** and/or its personnel. **CONTRACTOR** hereby acknowledges that no authority has been conferred upon it by the **PROCURING ENTITY** to hire any person in behalf of the **PROCURING ENTITY**, and that other than for the purpose for which they are intended, the personnel of **CONTRACTOR** assigned to perform the services called for herein shall not in any way or manner be deemed connected with or related to the **PROCURING ENTITY**, and shall remain the employees of **CONTRACTOR**.
2. *The foregoing notwithstanding, the **PROCURING ENTITY** shall have the right to require **CONTRACTOR** to replace all or any of its personnel deployed at the Service Site/s for reasons of discourtesy, dishonesty, misconduct, and the like.*
3. The **CONTRACTOR** shall ensure that its personnel shall observe proper courtesy and conduct, and shall endeavor to haul out the healthcare waste as safely as possible.
4. The **CONTRACTOR's** employees assigned to perform the services called for herein shall submit themselves to body search by the security guards of the **PROCURING ENTITY** as precaution against property losses. Nevertheless, the **CONTRACTOR** shall be liable for any and all losses and damages caused to the property of the **PROCURING ENTITY**, to the tenants of the premises or to any third party, caused by the fault or negligence of the **CONTRACTOR** and/or its personnel. The **CONTRACTOR** shall indemnify and shall hold the **PROCURING ENTITY**, its stockholders, directors, officers and employees, free and not liable from any and all suits and claims that may be filed by third parties for losses or damages, or for any action taken by third parties in connection with or related to the **CONTRACTOR's** performance of waste disposal services.

5. The **CONTRACTOR** warrants that it shall comply with all laws, decrees, rules and regulations pertaining to its business, and shall hold the **PROCURING ENTITY** free from all obligations and liabilities arising from labor and social laws and other legislation.

D. PROCURING ENTITY'S RESPONSIBILITY

1. The **PROCURING ENTITY** must ensure that no radioactive waste, aerosol cans/cylinders, mercury filled supplies and other waste products which require other methods or techniques of waste handling and disposal/treatment will be included in the healthcare waste to be collected by **CONTRACTOR**.

2. The **PROCURING ENTITY** being the generator of the healthcare waste, recognizes its ownership and responsibilities for healthcare waste disposal/treatment under law. For purpose of this agreement, healthcare wastes will include biomedical waste such as pathological waste, human tissues, organs, body parts, blood or its components and body fluids; infectious wastes such as used cotton, gauze, diapers/napkins, catheters, disposable infected sheets and the like which were used in isolation areas, OR/DR, ER and laboratory; sharps such as used needles, syringes, scalpels, broken ampoules/vials and expired/used non-toxic chemicals. Likewise, Pharmaceutical wastes such as expired or spoiled medicines in any form or packaging are included in the definition of healthcare wastes. However, all the Healthcare waste collected by **CONTRACTOR** from the Service Site/s will automatically be under the responsibility of the **CONTRACTOR**.

3. The **PROCURING ENTITY** must ensure the strict and diligent observance of its employees of measures to avoid any property losses and damages during the execution of services being rendered by **CONTRACTOR**.

E. CONSIDERATION

1. The **PROCURING ENTITY** shall pay **CONTRACTOR** a service fee of **Php36.00** per kilogram, to be computed based on the total collection accumulated on a monthly basis, inclusive of 12% VAT, to be billed every month, but not to exceed the total contract amount of **TWO MILLION EIGHT HUNDRED EIGHT THOUSAND PESOS (PHP 2,808,000.00)**.

2. Such fee, however, shall not be increased or adjusted for any reason, except when the adjustments required are mandated by laws and/or other national economic factors such as national wage increase, etc.

3. To determine the exact amount to be paid by the **PROCURING ENTITY**, the following procedure will be observed:

a. Every waste collection period/schedule, **CONTRACTOR** will issue a Collection Receipt to a representative of the **PROCURING ENTITY** indicating the volume of waste collected, the time of collection, the waste collector and the driver which will be acknowledged by the representative of the Client so as to avoid any dispute.

b. The volume of waste collected is determined through the weight scale on-board the collection vehicle.

c. A representative of the **PROCURING ENTITY** shall witness the preparation of the Collection Receipt and if all inputs are properly accomplished, the representative will confirm by affixing his signature.

d. All the Hazardous Waste Manifest Form will be collated and then summarized by **CONTRACTOR** for monthly billing.

e. Upon presentation of the Bill, all Collection Receipt/s will be attached for comparison with the copy the Collection Receipt issued to the **PROCURING ENTITY**.

f. If there are discrepancies, the **PROCURING ENTITY** must notify **CONTRACTOR** so the necessary corrections or adjustment can be made.

F. TERM

The Agreement shall be effective for a period of three (3) months and shall commence immediately upon signing of the contract up to **31 December 2023**.

G. NON-WAVER

The failure of the **PROCURING ENTITY** to enforce all or any of its rights herein shall not be deemed a waiver thereof nor a condonation of any breach by the **CONTRACTOR**. No such waiver or condonation shall be deemed to have been given or granted unless the same is given in writing and signed by the **PROCURING ENTITY**.

H. ASSIGNMENT

The Agreement shall be binding upon the administrators, executors, successors, and assigns of the parties hereto. It is understood, however that the **CONTRACTOR** shall not assign its rights, either in a whole or in part, nor subcontract all or any of its rights hereunder. The **CONTRACTOR** shall not in any case be relieved of any of its obligations hereunder, and shall further be liable for any and all acts or omissions of its subcontractors, whether or not authorized, as if such acts or omissions were those of the **CONTRACTOR** itself.

I. SETTLEMENT OF DISPUTES AND VENUE FOR JUDICIAL ACTION

In case either Party is compelled to resort to judicial relief arising out of or in connection with this contract, the venue of such action shall be in the proper court of Pasig City, to the exclusion of all other courts and venues.

J. ENTIRE AGREEMENT

This Agreement, the general and special conditions for the contract and any other requirement provided in the bidding documents and the Terms of Reference for the project, form the entire agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

CITY OF PASIG


VICTOR MA. REGIS N. SOTTO
City Mayor

**JOINT VENTURE BETWEEN STERI
PLUS CORPORATION AND ECO SAFE
HAZMAT TREATMENT, INC.**


FOR: NERISSA REYES
ALBERT DELA FUENTE
Authorized Representative

SIGNED IN THE PRESENCE OF:

Funds Appropriated:

[Signature]
MS. MA. THERESA B. HERNANDEZ
OIC - City Budget Office

Funds Available:

[Signature]
MS. MARITA A. CALAJE
City Treasurer

Funds Obligated:

[Signature]
MS. JUVY A. CUENCO
OIC - City Accounting Office
100-2023-09-0355-4411
100-2023-09-0446-4421
100-2023-09-0427-4431

Recommending Approval:

[Signature]
PAULO ROMAN A. CASTRO JR. MD, PHD
Medical Director - PCGH

[Signature]
JOSELITO T. MORETE, MD, MMHOA, DPBA, FPSA
Medical Director - PCCH

[Signature]
JOSEPH R. PANALIGAN, MD, MHA
City Health Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Pasig) S.S.

[Stamp: Quezon City 212 4100A2023]
BEFORE ME, a Notary Public for and in the City of Quezon City this _____ personally appeared Mr. Albert Dela Fuente, exhibiting to me his _____, known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is the free and voluntary corporate act and deed of the corporation he represents.

WITNESS MY HAND AND SEAL this 25 OCT 2023 at Pasig City, Philippines.

Doc. No. 251 ;
Page No. 18 ;
Book No. 74 ;
Series of 2023.

[Signature]
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C.
IBP No. 167803 / November 25, 2021 Q.C.
Roll No. 30457 / 05-09-1980
MCLE VII-0008994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754


ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Pasig) S.S.

BEFORE ME, a Notary Public for and in the City of Pasig this NOV 03 2023, personally appeared Victor Ma. Regis N. Sotto, known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

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

Doc. No. 216 ;
Page No. 44 ;
Book No. 10 ;
Series of 2023.


ROSCA LEIRA E. G. MANSUJETO
Notary Public for Pasig, San Juan & Pateros
Until 31 December 2023
Appointment No. 107
PTR No. 0162889, 09 January 2023, Pasig City
IBP No. 249506, 09 January 2023, RSM
Roll of Attorneys No. 69990
MCLE Compliance No. VII-0009528
Valid until 14 April 2025
Unit 5E2 8101 Pearl Plaza Building,
Pearl Drive, Ortigas Centre, Pasig City