



Republic of the Philippines  
 Department of Health  
**SAN LAZARO HOSPITAL**  
**BIDS AND AWARDS COMMITTEE**  
 Manila, Philippines



**NTP NO: PB-HW-2018-03-003**

**NOTICE TO PROCEED**

**INTEGRATED WASTE MANAGEMENT, INC.**

3/F Cargohaus Bldg., NAIA Complex  
 Brgy. Vitalez, Parañaque City  
 Tel. No.: (632) 8794590

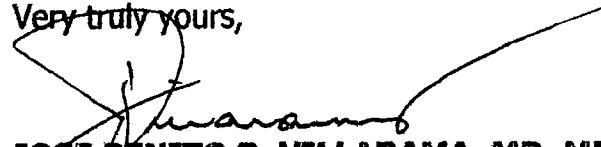
Dear Sir / Madam:

This is to inform you that as a result of the Public Bidding conducted for the Procurement of Services: Treatment, Storage & Disposal (TSD) Hazardous Waste (GAA/Hospital Income) for the Calendar Year 2018, reference **BR Service No.: 2018-003**, opening date February 13, 2018, with a contract Price equivalent to **Three Hundred Eighty Six Thousand Six Hundred Seventy One & 50/100 Pesos Only (Php 386,671.50)** has been approved.

You may now proceed with the services of Treatment, Storage & Disposal (TSD) Hazardous Waste Services effective March 14, 2018 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.

Very truly yours,

  
**JOSE BENITO R. VILLARAMA, MD, MPH, CSEE**  
 Officer In Charge- San Lazaro Hospital


I acknowledge receipt of this Notice on

MARCH 20, 2018

Name of the Representative of the Bidder:

BEN MAR D CALYAN

Authorized Signature:



## SERVICE AGREEMENT

This Agreement for Treatment, Storage and Disposal of Hazardous Waste, made and entered into by and between.

**INTEGRATED WASTE MANAGEMENT, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines with business address at Linaheim Bldg., Phase I, 1<sup>st</sup> Street, PEZA, Rosario, Cavite City, hereinafter called "**CONTRACTOR**", hereto represented by its Finance/Admin Manager, **ELVIE T. ASTRONOMIA**.

- And -

**SAN LAZARO HOSPITAL**, a government hospital duly organized and existing under the laws of the Republic of the Philippines with business address at Quiricada St., Santa Cruz, Manila, hereinafter called "**HOSPITAL**", hereto represented by the Assistant Secretary of Health, Office for Implementation Management **NESTOR F. SANTIAGO, JR., MD, MPH, MSA, CESO III**.

WHEREAS, the **HOSPITAL** conducted a public bidding for the category of "**ITEM NO. 3: PROCUREMENT OF TRANSPORT STORAGE & DISPOSAL (TSD) FOR HAZARDOUS WASTE SERVICE PROVIDER**"

WHEREAS, the procurement is for purpose of collecting and transporting hazardous healthcare waste;

WHEREAS, the **CONTRACTOR** was the lone interested bidder who submitted its bid proposal and was later declared as the "lowest calculated and responsive bid";

**NOW, THEREFORE**, for the terms and in consideration of the foregoing premises and the terms and conditions herein set forth, the **PARTIES** hereto agree as follows:

### 1 EFFECTIVITY AND DURATION OF AGREEMENT

1.1 This Agreement shall remain in effect starting from **MARCH 1, 2018** to **DECEMBER 31, 2018**.

1.2. In case the Service Agreement is not renewed after its expiration as per 1.1 above, **CONTRACTOR** reserved the right to either stop temporarily the service with prior notice to **HOSPITAL**, or to continue the service due to the environmental impact of uncollected waste to the personnel, patients and other affected parties within the immediate surrounding of the **HOSPITAL**.

1.3. Should **CONTRACTOR** opt to continue the performance of the contracted services **HOSPITAL** shall, within three (3) working days, submit to **CONTRACTOR** the signed Service Agreement otherwise, **CONTRACTOR** shall stop the service until all afore-mentioned documentary requirements are complied with.

RAYMOND MAEJULAY  
Account Executive

ANGELI JOYCE I FIGURACION, CPA  
Accountant IV

ELVIE T. ASTRONOMIA  
Finance/Administrative  
Manager

NESTOR F. SANTIAGO, JR., MD, MPH, MSA, CESO III  
Assistant Secretary of Health  
Office for Implementation Management

Reviewed by

1.4. The **HOSPITAL** shall recognize the services performed by the **CONTRACTOR** beyond the expiration of the Service Agreement and shall, in no way, delay the processing of the **CONTRACTOR** billings to be remitted within the terms of payment as indicated in succeeding Provisions

1.5 The attached Terms of Reference ("ANNEX A") shall be read and construed as part of this contract

## 2 CONTRACT PRICE

The Contract amount for the TRANSPORT, STORAGE and DISPOSAL (TSD) FOR HAZARDOUS WASTE SERVICE PROVIDER from March 1, 2018 up to December 31, 2018 to **INTEGRATED WASTE MANAGEMENT** shall be THREE HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED SEVENTY ONE PESOS AND FIFTY CENTAVOS (Php386,671.50).

## 3. DENR DOCUMENTATION REQUIREMENTS

3.1. The **HOSPITAL** shall secure, if not yet available, all DENR-required documents particularly the following:

3.1.1 Environmental Compliance Certificate (ECC) or Certificate of Non-Coverage (CNC) whichever is applicable.

3.1.2 Hazardous Waste Generator I D

3.1.3 Pollution Control Officer Accreditation Certificate

3.2 Without the above mentioned DENR required documents, **CONTRACTOR** would not be able to perform its contracted services of collection, transportation, treatment and final disposal of the hazardous healthcare waste generated by the **HOSPITAL**

3.3 The **HOSPITAL** shall be responsible in the preparation and submission of its Quarterly Self-Monitoring Report (SMR) to the DENR Regional Office, having jurisdiction over its operation, within fifteen (15) calendar days after the end of each Quarter.

3.3.1 Example January - March SMR shall be filed on or before April 15 and so on

3.4 The above-mentioned SMR is a pre-requisite in the filing by the **CONTRACTOR** of the Permit to Transport (PTT), without which, **CONTRACTOR** will not be able to secure the said PTT, resulting to stoppage of **CONTRACTOR** collection and treatment of the healthcare waste generated by the **HOSPITAL**

3.5 The **HOSPITAL** shall keep the **CONTRACTOR** free and harmless from any responsibility for not collecting the hazardous healthcare waste generated by the **HOSPITAL** due to its failure and non-compliance with the timely preparation and submission of the Quarterly Self-Monitoring Report (SMR).

RAYMOND MABULAY  
Account Executive

ANGELI JOYCE I FIGURACION, CPA  
Accountant IV

RYE T ASTRONOMIA  
Finance/Administrative  
Manager

NESTOR F SANTIAGO, JR MD, MPH, MHA, CESO III  
Assistant Secretary of Health  
Office for Implementation Management

Reviewed by

4.1 **CONTRACTOR**, either by itself or by its accredited transporter, shall collect healthcare waste from **HOSPITAL** thrice (3) a week based on the schedule to be determined and provided by the **CONTRACTOR**

4.2 The **HOSPITAL** shall designate a collection area for the **CONTRACTOR** staff or its accredited waste collectors.

4.3 Every collection, the **CONTRACTOR** or its accredited collector and transporter shall issue a Hazardous Waste Manifest (HWMF) and shall be signed by both party representatives for monitoring purposes indicating the total weight of the waste collected.

4.4 The **HOSPITAL** shall designate authorized personnel as their representative during the collection of healthcare waste and shall be authorized by the **HOSPITAL** to sign the Hazardous Waste Manifest Form.

4.5. A Certificate of Treatment (COT) shall be issued attached to your monthly billing.

## 5 **OTHER SERVICES AGREEMENT PROVISIONS**

5.1 In case of dispute resulting and arising from this agreement, both parties shall exhaust to mutually and amicably settle any conflict or dispute. However, it is mutually agreed that courts of Manila shall have exclusive venue for any legal suits arising and resulting from this Agreement,

5.2 This agreement shall not be amended or modified without the consent of the contracting parties. Any amendment or modification shall be made in writing and must be agreed by both parties. Any provision not affected by the amendment or modification shall remain in force and effect until the expiration of this Agreement,

## 6 **CONFIDENTIALITY**

Neither party will use, copy, adopt, alter or part with possession of any information of the other which is disclosed or otherwise comes into possession under or in relation to this contract agreement identified a confidential in nature and by law in compliance with the Data Privacy Act of 2012 (RA 10173) and its Implementing Rules and Regulations;

## 7 **PRE-TERMINATION OF SERVICE AGREEMENT**

7.1 In case either PARTY wishes to terminate this contract before the expiration thereof, a written notice must be served at least one (1) month prior to its terminate date. Provided that the reason for pre-terminated shall be stated in the notice and for justifiable reason only

7.2 Non-payment of account may cause for the suspension of services by the **"CONTRACTOR"** and a valid issue to cause the termination of Service Agreement.

RAYMOND MABULAY  
Account Executive

ANGELI JOYCE I FIGURACION, CPA  
Accountant IV

RIVIE T. ASTRONOMIA  
Finance/Administrative  
Manager

NESTOR F. SANTIAGO, JR., MD, MPH, MHS, CESO III  
Assistant Secretary of Health  
Office for Implementation Management

Reviewed by  
9/13/2018

7.3. Failure of the **HOSPITAL** to secure the DENR required documents (under Provision 3 1) which is a pre-requisite in the filing by the **CONTRACTOR** of the Permit to Transport (PTT) in six (6) months, and shall be a ground for pre-termination of the Service Agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed and executed this Agreement as of the date and place first above written.

**SAN LAZARO HOSPITAL**

**INTEGRATED WASTE  
MANAGEMENT, INC.**

By:



By:



**NESTOR F. SANTIAGO, JR., MD**  
Assistant Secretary of Health


**RAYMOND MABULAY**  
Account Executive



**SIGNED IN THE PRESENCE OF:**

**ANGELI JOYCE I. FIGURACION, CPA**  
Accountant IV *Age*

\_\_\_\_\_  
\_\_\_\_\_

  
**TIRSO L. VILLACARLOS, MGM**  
Administrative Officer V,  
Head of General Services Department

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )

MAKATI CITY ) S.S.  
**CITY OF MANILA**

OCT 09 2018

**BEFORE ME**, a Notary Public for and in Makati City, on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, personally appeared **NESTOR F. SANTIAGO, JR., MD, MPHC, MHSA, CESO III**, Assistant Secretary of Health, Office for Implementation Management, With TIN No \_\_\_\_\_ and **RAYMOND MABULAY**, as her capacity as the Account Executive of Integrated Waste Management, Inc. with TIN NO. 102-339-405 who are personally Known to me to be the same persons who executed the forgoing instrument and acknowledge to me that the same is their free act and voluntary deed

This instrument consisting of five (5) pages including this acknowledgement refers to a Service Agreement signed by parties and their instrumental witnesses on each and every page hereof

**WITNESS MY HAND AND SEAL.**

Doc. No 280  
Page No. 50  
Book No 21  
Series of 2018.

*[Signature]*  
ALTY. GUERRERO  
Notary Public Until Dec. 31, 2019  
Notarial Commission 2018-015 Mla.  
IRP# 012434 Pasig 7-27-17 until 2019  
PTR# Mta 6903907 - 1-4-2018  
Roll# 25473, TIN# 103-098-346  
MCLE Compl. No. V-0006269 until 4-14 17

*[Signature]*  
RAYMOND MABULAY  
Account Executive

*[Signature]*  
ANGELI JOYCE I FURACION, CPA  
Accountant IV

*[Signature]*  
ELVIE T. ASTRONOMIA  
Finance/Administrative Manager

*[Signature]*  
NESTOR F. SANTIAGO, JR., MD, MPHC, MHSA, CESO III  
Assistant Secretary of Health  
Office for Implementation Management