



Republic of the Philippines  
**CITY GOVERNMENT OF MUNTINLUPA**  
Bids and Awards Committee

**NOTICE TO PROCEED**

**JV OF STERIPLUS CORP. & ECO SAFE HAZMAT TREATMENT INC.**  
Quezon City

Dear Sir / Madame:

The attached Contract Agreement having been approved, notice is hereby given **JV OF STERIPLUS CORP. & ECO SAFE HAZMAT TREATMENT INC.** that the CONTRACT of the City Government of Muntinlupa for the "**Collection, Treatment & Disposal of Various Hospital Waste, OSMUNT (2024)**", shall commence effective FIVE (5) DAYS after acknowledging receipt hereof.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and Schedule of Delivery.


Please acknowledge receipt and acceptance of this notice by signing both copies on the space provided below. Kindly keep one (1) copy and return the other copy to the Bids and Awards Committee Secretariat.

Very truly yours,

  
Hon. **ROZZANO RUFINO B. BIAZON**  
City Mayor

I acknowledge receipt of this Notice on 3-26-2024

Name of the Bidder or Representative ALBERT DELA FUENTE

Authorized signature 

CONTRACT OF AGREEMENT

COLLECTION, TREATMENT & DISPOSAL OF VARIOUS HOSPITAL WASTES  
OSPITAL NG MUNTINLUPA 2024

KNOW ALL MEN BY THESE PRESENTS:

This Contract for the Collection, Treatment & Disposal of Various Hospital Wastes Services, Ospital ng Muntinlupa 2024 is made and entered into by and between:

THE OSPITAL NG MUNTINLUPA (THROUGH THE CITY GOVERNMENT OF MUNTINLUPA), a duly-organized and existing department/office of the City Government of Muntinlupa, with principal office address at Centennial Avenue, Brgy. Tunasan, Muntinlupa City, represented in this Contract by the City Mayor, HON. ROZZANO RUFINO B. BIAZON, herein referred to as the "CLIENT";

-and-

STERI PLUS CORPORATION & ECO SAFE HAZMAT TREATMENT INC., a JOINT VENTURE existing under and by virtue of the laws of the Republic of the Philippines, duly licensed to engage in and is engaged in the business of medical waste disposal, with principal office address at Pakil, Laguna / Quezon City, represented in this Contract by Mr. ALBERT DELA FUENTE, per copy of the Secretary's certificate attached as "Annex A", and hereinafter referred to as "SPC".

WITNESSETH THAT:

WHEREAS, the CLIENT requires collection, treatment and disposal of various hospital wastes services at its premises, located at Ospital ng Muntinlupa, Alabang, Muntinlupa City;

WHEREAS, in order to attain this objective and in view of the expiration of the existing contract for the waste collection, treatment and disposal services in the Ospital ng Muntinlupa, the CLIENT has caused the procurement of the said contract for the year 2024 through Negotiated Procurement, in accordance with the provisions of Republic Act No. 9184, or the Government Procurement Reform Act;

WHEREAS, the Joint Venture of SPC & Eco Safe Hazmat is licensed to engage 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 CLIENT;

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

SPC shall render and undertake hospital waste collection, treatment, and disposal services for the CLIENT through the collection or hauling out of all healthcare waste contained in specified plastic bags located in one depository area within the premises of the Service Site in Muntinlupa City. SPC shall not collect and haul any material (waste or not) not contained in its proper bag neither located at the Service Site.

B. SCOPE OF SERVICE

1. SPC undertakes the collection, treatment, and disposal of the various CLIENT's hazardous healthcare waste, to wit:

Quantity	Unit of Issue	Item Description
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*Albert Dela Fuente*

130 trips 13 trips/month	Per trip	Outsourced Waste Management Services for 2024
March to December 2024		As indicated in the Technical Specifications
Unlimited weight collection		

Said procedures shall be in accordance with the requirements and regulations of the Department of Environment and Natural Resources Environmental Management Bureau (DENR-EMB) and Infection Control Committee of Ospital ng Muntinlupa as well as all existing relevant laws, rules, regulations, and other issuances on waste treatment and/or disposal.

SPC shall be accredited by DENR to engage in providing Healthcare waste collection, transport, disposal and treatment of the wasted to be generated and shall comply with R.A. 6969 (DENR Decree on Waste Generator on effective and proper handling of healthcare wastes.

2. Collection of hazardous healthcare waste shall be done three (3) times a week (Monday, Wednesday and Friday) with proper collection bins with cover and a color-coded plastic trash bags/sacks shall be provided. Regularity of collection shall be fixed. SPC shall field and deploy an appropriate waste collection vehicle depending on the need, to haul the healthcare waste contained in the waste depositories located in the premises. SPC may field additional vehicles or make additional trips should the need arise, due to any up-surge in waste generation or as maybe required by the CLIENT.
3. SPC shall ensure that no further sorting or segregation of healthcare waste shall take place within the immediate vicinity of the Service Site such as adjoining public streets and sidewalks, among others.
4. SPC shall ensure that its personnel assigned to perform the services subject hereof shall be in proper uniform and PPE at any given time to avoid mishandling of waste and to distinguish them as SPC personnel and shall have properly issued National Bureau of Investigation or Police Clearances and medical certificates acceptable to the CLIENT, and
5. SPC shall operate and maintain continuous healthcare waste collection services on given day/s for the duration of this Agreement. SPC shall not be relieved of its obligations herein 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 events occurring beyond the control and without the fault of negligence of SPC In no case, however, will strikes, lockouts or other concerned labor action staged by SPC's organization or involving SPC's employees, or the cessation of SPC's operations due to any government action because of SPC's failure to comply with pertinent laws, rules or regulations, be deemed fortuitous events.
6. The failure of SPC to perform its hazardous healthcare waste collection services in accordance with the provisions of this agreement shall render it liable to pay CLIENT the amount equivalent to the cost incurred by and in the event the CLIENT hires other hazardous healthcare waste contractors to perform the required services without prejudice to the right of the CLIENT to seek judicial remedies. However, if such failure was due to CLIENT's liability to comply with its responsibility, then SPC will not be faulted.
7. SPC shall provide, free of charge, an appropriate number of color-coded plastic bags/sacks and healthcare waste bins based on the volume of waste, to be used exclusively for the hazardous healthcare waste. The use of the plastic bags shall

*Handwritten signature*

be monitored by the **CLIENT**. Should the **CLIENT** require additional healthcare waste bins, **SPC** shall provide at a minimal cost based on the availability of funds and mutual agreement of both parties. Further loss of consigned bin/s shall be charged to the **CLIENT** based on the current replacement cost.

8. **SPC** shall issue monthly Certificate of Disinfection & Disposal after the particular healthcare waste has been treated and disposed every first week of the month.

### **C. CONTRACTOR'S RESPONSIBILITY**

1. The parties intend that an independent contractor relationship shall exist by and between the **CLIENT** and **SPC**. There shall be no employer-employee relationship between the **CLIENT** on one hand, and **SPC** and its personnel on the other, assigned to perform the services called for herein. **SPC** hereby acknowledges that no authority has been conferred upon it by the **CLIENT** to hire any person in behalf of **CLIENT**, and that other than for the purpose for which they are intended, the personnel of **SPC** assigned to perform the services for herein are not in any way or manner deemed connected with or related to **CLIENT**, and shall remain the employees of **SPC**. Whatever instructions may be given by **CLIENT** directly to **SPC's** employees shall be construed simply as desire by **CLIENT** to ensure maximum service results.
2. Notwithstanding the foregoing, the **CLIENT** shall have the right to require **SPC** to replace all or any of its personnel deployed at the Service Site for reason of discourtesy, dishonesty, misconduct, and the like, after a thorough investigation indicating the misconduct of the same and **SPC** shall immediately comply therewith.
3. The **SPC** shall ensure that its personnel, when performing the services called for at the Service site, shall observe proper courtesy and conduct, and shall not loiter in the streets or other public areas of the Service Site and/or the premises and shall endeavor to haul out the healthcare waste as cleanly as possible. Further, while in the performance of their duties, the **SPC's** personnel shall obey any rules of conduct or any orders or instructions, which may be issued by **CLIENT** or its authorized representative.
4. The **SPC's** employees assigned to perform the services called for herein shall submit themselves to bodily search by the security guards of **CLIENT** as a precaution against property losses, and it shall be the responsibility of **CLIENT** to oversee the strict and diligent observance of such precautionary measures. Nevertheless, the **SPC** shall be liable for any and all losses of and damages caused to the property of **CLIENT**, to the tenants of the premises or to any third party, caused by the fault or negligence of the **SPC's** personnel, or by their acts or omission, whether lawful or unlawful. The **SPC** shall indemnify and shall hold **CLIENT**, its stockholders, officers, and employees, free and not liable from any and all suits and claims that may be filed by third parties, including the employees of **CLIENT** and the tenants of the premises and their employees, for such losses or damages, or for any action taken by third parties in connection with or related to **SPC's** business of waste disposal.
5. The **SPC** warrants that it shall comply with all laws, decrees, rules and regulations pertaining to its business or employment of its personnel, particularly the payment of wages and other employees benefits, and shall hold **CLIENT** free from all obligations and liabilities arising from labor and social laws and other legislations.

### **D. HEALTHCARE FACILITY'S RESPONSIBILITY**

1. **CLIENT** must provide all the necessary environment for **SPC** to execute effectively the expected services such as but not limited to the following:

*Alberto de la Cruz*

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- a. Encouraging its custodian to exercise due diligence in the up-keep of the Healthcare waste storage or Waste Depository within the Service Site;
  - b. To follow the collection schedule which will be agreed upon by both parties to avoid uncollected Healthcare waste;
  - c. In accordance with Republic Act No. 6969 and its Implementing Rules and Regulations, properly label and place the health care waste in secure, leak-proof packaging/containers provided by **SPC** prior to turnover of said waste;
  - d. Prepare properly all the Healthcare waste to be collected ensuring that there are no obstacles, which may cause undue harm, delay or difficulty in collections;
  - e. Pets and/or any animals that may result to undue fear or hesitation for **SPC's** personnel to perform the task must be avoided at all cause to prevent any service failure.
2. **CLIENT** must ensure that no radioactive waste, aerosol cans/cylinders, and other waste products which require other methods or techniques or waste handling and disposal/treatment will be included in the healthcare waste to be collected by **SPC**. **SPC** or through its authorized representative will conduct random sampling of the classification of healthcare waste that will be disposed and should **SPC** or its authorized representative discover any of the above-mentioned wastes in the healthcare stream, **SPC** or its authorized representative will report the incident immediately to the management of **CLIENT** and will refuse the collection of the same. Guidelines on the quality of the healthcare waste that **SPC** will collect will be circulated regularly to the **CLIENT** to inform the **CLIENT** custodians from time to time.
3. **CLIENT**, being the generator of the healthcare waste, recognizes its ownership of the said healthcare waste under the law. For purposes of this agreement therefore, healthcare wastes will include biomedical wastes such as Pathological wastes, viz, 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, Operating Room/Delivery Room, Emergency Room and Laboratory; sharps such as used the needles, syringes, scalpels, broken ampoules/vials and expired/used non-toxic chemicals. Likewise, pharmaceutical wastes such as expired or spoiled medicines in any form packing are included in the definition of healthcare wastes. However, all the healthcare wastes collected by **SPC** from **CLIENT** premises will automatically be under the guardianship and responsibility of **SPC**.
4. **CLIENT** must ensure the strict and diligent observance of all measures by third parties, including the employees of **CLIENT**, to avoid any property losses and damages as a result of and/or during the execution of services being rendered by **SPC**. **SPC** will not be responsible for any property losses and damages caused by the fault or negligence by third parties. Any and all claims that may be filed in this regard must undergo due process and fair assessment by **CLIENT**, **SPC**, and the party concerned.

#### E. CONSIDERATION

1. **CLIENT** shall pay **SPC** a service fee at the following rates, with a Contract Price (for March - December 2024) in the amount of **TWO MILLION FOUR HUNDRED THIRTY ONE THOUSAND PESOS (Php2,431,000.00)**, inclusive of 12% Value Added Tax, to be billed every month; payable in thirty (30) days from the date of receipt of the sales invoice.
2. To determine the exact amount to be paid by **CLIENT**, the following procedure will be observed:

*WMA Adla. Gumbala*

- a. Every waste collection period, **SPC** will issue Collection Receipt to indicate 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 the waste collected is determined through the weight scale on-board the collection vehicle.
- c. A representative of **CLIENT** shall witness the preparation of the Collection Receipt and if all the inputs are properly accomplished, the representative will confirm by affixing his signature.
- d. All the hazardous Waste Manifest Form will be collated and summarized by **SPC**.
- e. Upon presentation of the Bill to be paid, all Collection Receipt will be attached for comparison with the copy of the Collection Receipt submitted by the collection crew during collection.
- f. If there are no discrepancies, the Bill must be paid accordingly without the need to demand on the date agreed. If there are any discrepancies, the **CLIENT** must notify **SPC** within ten (10) days from the receipt thereof for the necessary corrections or adjustments. If the discrepancy will not be reported to **SPC** within the ten (10) days upon the receipt of the Bill, **SPC** will assume that the Bill is accepted, therefore, must be paid accordingly as stated. The terms under this provision shall not be binding in case of fraud and negligence of **SPC**.

#### **F. CONTRACT VALIDITY**

This Agreement shall be effective **March and until 31 December 2024**, unless terminated due to valid grounds. In case either party decides to renew this contract, a written notice must be served to the other at least one (1) month prior to its terminal date.

#### **G. NON-WAIVER**

The failure of **CLIENT** to enforce all or any of its rights herein shall not be deemed a waiver thereof neither a condonation of any breach by **SPC** of any of the provisions hereof. No such waiver or condonation shall be deemed to have been given or granted unless the same is given in writing and signed by **CLIENT**.

#### **H. ASSIGNMENT**

This Agreement shall be binding upon the administrators, executors, successors, and assigns, of the parties hereof. It is understood, however, that **SPC** shall not assign its rights, either in whole or in part, not subcontract all or any of its obligations hereunder, without the prior written consent of **CLIENT**. The **SPC** 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 **SPC** itself.

#### **I. AMENDMENT**

No variation in or modification of the terms of this Contract shall be made except upon mutual agreement and written amendment signed by the parties.

#### **J. PERFORMANCE SECURITY**

1. Within ten (10) calendar days from receipt of the Notice of Award but in no case later than the signing of the Contract by both parties, the **SPC** shall furnish to the **CLIENT** the performance security in the following forms and amounts from which the **SPC** may choose:
  - i. Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit in the amount of five percent (5%) of the Contract Price (For March – December 2024)

*Abdul Salaam*

- ii. Bank guarantee in the amount of ten percent (10%) of the Contract Price (for March – December 2024); and,
  - iii. Surety bond in the amount of thirty percent (30%) of the Contract Price (for March – December 2024)
2. The proceeds of the Performance Security shall be payable to the **CLIENT** as compensation for any loss resulting from the **SPC's** failure to complete its obligation under the Contract.
3. The performance security shall be denominated in the currency of the Contract.
4. The performance security will be discharged by the **CLIENT** and returned to the **SPC** not later than thirty (30) days following the date of completion of the latter's obligations under the Contract and the issuance of a certification to that effect by the **CLIENT**.

#### **K. DELAY IN THE CONTRACTOR'S PERFORMANCE**

1. The performance of services shall be made by the **SPC** in accordance with the time schedule agreed upon herein, as prescribed by the **CLIENT**.
2. If at any time during the performance of the Contract, the **SPC** should encounter conditions impeding timely performance of service, it shall promptly notify the **CLIENT** in writing of the fact of the delay, its likely duration and its valid and justifiable cause/s. As soon as practicable after receipt of the **SPC's** notice, the **CLIENT** shall evaluate the situations and may extend the **SPC's** time for performance, in which the extension shall be made by the parties by amendment of Contract.
3. Except in case of force majeure as provided hereunder, a delay by the **SPC** in the performance of its obligations shall render it liable for the imposition of liquidated damages, unless an extension of time has been agreed upon by amendment of the contract without the application of liquidated damages.

#### **L. LIQUIDATED DAMAGES**

Subject to the above provision on delays in the **SPC's** performance and the happening of a force majeure, if the **SPC** fails to perform the services within the period(s) specified in the Contract, the **CLIENT** shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed service for every day of delay until actual performance, up to a maximum deduction of ten percent (10%) of the amount of the Contract. Once the maximum is reached, the **CLIENT** may consider termination of the Contract pursuant to the provision hereunder on termination by default of the **SPC**.

#### **M. TERMINATION FOR DEFAULT**

1. The **CLIENT**, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the **SPC**, may terminate this Contract in whole or in part:
  - i. If the **SPC** commits repeated acts of violation and/or noncompliance with any of the provisions of this Contract;
  - ii. If the **SPC** fails to perform any of its obligation under this Contract, or is guilty of gross inefficiency in collection or grossly unsatisfactory performance; or

*Ullat Alla Fauch*

- iii. If the **SPC**, in the judgment of the **CLIENT**, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this provision:

(a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby.

(b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid process at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the **PRINCIPAL**, designed to establish Bid prices at artificial, non-competitive levels;

(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

2. In the event the **CLIENT** terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the **SPC** shall be liable to the **CLIENT** for any excess costs for such similar services. However, the **SPC** shall continue performance of the Contract to the extent not 'terminated'.
3. The right of the **CLIENT** to hold the **SPC** liable for damages shall be without prejudice to the **CLIENT**'s right to proceed against the Performance Security and to rescind this Contract for violation or non-compliance with any terms or conditions hereof, subject to prior written notice to the **SPC**.

#### **N. TERMINATION FOR INSOLVENCY**

The **CLIENT** may at any time terminate the Contract by giving written notice to the **SPC** if the **SPC** becomes bankrupt or otherwise insolvent. In this event, termination, will not prejudice or affect any right of action or remedy which may accrue thereafter to the **CLIENT**.

#### **O. TERMINATION FOR CONVENIENCE**

The **CLIENT** may, by written notice sent to the **SPC**, terminate the Contract, in whole or in part, for its convenience at least thirty (30) days prior to such termination. The notice of termination shall specify that termination is for the **CLIENT**'s convenience, the extent to which performance of the **SPC** under the Contract is terminated, and the date upon which such termination becomes effective.

#### **P. SETTLEMENT OF DISPUTES AND VENUE FOR JUDICIAL ACTION**

1. If any dispute or difference of any kind whatsoever shall arise between the **CLIENT** and the **SPC** in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the **CLIENT** or the **SPC** may give notice to the other party of its intention to commence arbitration. as

*WMA Alia Fawad*



hereinafter provided, as to matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of services under the Contract.
4. Notwithstanding any reference to arbitration herein –
  - a. The parties shall continue to perform its respective obligations under the Contract unless both parties agree otherwise; and,
  - b. The CLIENT shall pay the SPC any monies due the latter.
5. In case either party is compelled to seek judicial relief arising out of or in connection with this contract, the venue thereof shall only be in the proper court of Muntinlupa City, both parties waiving all other applicable venues.

IN WITNESS WHEREOF, the parties, through their duly authorized representative have hereunto set their hands this \_\_\_\_\_ day of ~~MAR 25 2024~~, 2024.

**CITY GOVERNMENT OF MUNTINLUPA  
(OSPITAL NG MUNTINLUPA)**

**STERI PLUS CORPORATION (SPC)**


Represented by:

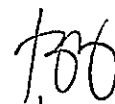
Represented by:

  
Hon. ROZZANO RUFINO B. BIAZON  
City Mayor

  
Mr. ALBERT DELA FUENTE  
Authorized Representative

Signed in the presence of the following witnesses of legal age and discretion:

  
IRENE Macanaga  
(Name and Designation)

  
Belinda Blessie Macanaga  
(Name and Designation)

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF MUNTINLUPA ) S.S.

MAR 25 2024

BEFORE ME, a Notary Public for and in the City of MUNTINLUPA CITY this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me the following:

Name of the Party	Valid Government ID	Expiration Date of the ID
Hon. ROZZANO RUFINO B. BIAZON City Mayor	Driver's License NO3-86-030998	
Mr. ALBERT DELA FUENTE / Authorized Representative		