



Republika ng Pilipinas
 PAMAHALAANG LUNGSOD NG TACLOBAN
 (City Government of Tacloban)
 Kanhuraw Hill, Tacloban City 6500
 Tel. Nos. 325-3950

Contract Agreement

for

PROCUREMENT OF SERVICES: COLLECTION, TRANSPORT, TREATMENT AND DISPOSAL OF HEALTHCARE/INFECTIOUS WASTE MATERIALS

THIS AGREEMENT made on the 6th day of August, 2021 between **THE CITY GOVERNMENT OF TACLOBAN** of the Philippines (hereinafter called "the Entity") of the one part and **POLLUTION ABATEMENT SYSTEMS SPECIALISTS, INC.** of Cebu City, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain services, **Procurement of Services: Collection, Transport, Treatment and Disposal of 33,057kgs (33.057 tons) of Healthcare/Infectious Waste Materials** and has accepted a Bid by the Supplier for the supply of the services in the sum of **Two Million Two Hundred Forty-seven Thousand Eight Hundred Seventy-six Pesos & 00/100 (P2,247,876.00) only**, (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. Obligations of PASSI:
 - a) Must undertake the collection and transport of healthcare/infectious waste materials at the temporary storage facility located at the sanitary landfill, Barangay 100 San Roque, Tacloban City with a total volume of 33,057 kgs (33.057 tons).
 - b) Must assume full responsibility to manage/administer and directly carry out actual treatment and disposal of healthcare/infectious waste materials in their waste treatment facility prior its final disposal.
 - c) Must adopt a systematic collection, transport, treatment and disposal of healthcare/infectious waste in conformity with the Republic Act 6969 otherwise known as *An Act to Control Toxic Substances and Hazardous and Nuclear Wastes, Providing Penalties for Violations Thereof, And for Other Purpose* and other environmental-related applicable laws, rules, regulations, circulars, administrative orders, and memoranda, to ensure the protection of public health and environment.
 - d) Must provide an appropriate collection/hauling truck/s duly registered and with updated Transporter Registration Certificate (TRC) issued by DENR-Environmental Management Bureau (DENR-EMB).
 - e) Must have its own functional healthcare/infectious waste treatment and disposal facility with updated Certificate of Treatment, Storage and Disposal (TSD) issued by DENR-Environmental Management Bureau (DENR-EMB).
 - f) The number of collection/hauling truck unit must be at least three (3) units with one (1) reserve. The service provider must provide additional trips of its trucks as may be requested by the City Government. The vehicle's fuel, oil, lubricants, repairs, maintenance, insurance and LTO registration shall be shouldered by the same;

- g) Must provide an appropriate Personal Protective Equipment (PPEs) to its collection crew for health safety and protection such as safety gloves, safety shoes, reflectorize vest/strap and mask and must not hire minor age or below 18 years old;
 - h) Shall pay all other taxes/fees, mayor's business permit, licenses, etc.; and,
 - i) Shall post a performance bond acceptable to the City Mayor which is equivalent to thirty percent (30%) of its total contract cost to answer for whatever actual damage that may be incurred by reason of his operation.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Entity shall follow the Environmental Management Bureau (EMB) guidelines in securing the necessary permits, such as but not limited to hazardous waste generator's ID and permit to transport, and comply with the hazardous waste manifest system in every scheduled collection of PASS, Inc.
 5. The Entity hereby covenants to pay the Supplier in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
 6. The period of delivery of services shall be upon receipt and acknowledgement of the Notice to Proceed; however, if the Supplier fails to deliver within the given period, this Agreement shall be automatically terminated and the City need not bring a court action for the rescission of this Contract.
 7. That in case of dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of Contract, Section 59.2 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act shall govern.
 8. Parties, further agree that any dispute arising from the implementation of the contract will be submitted for **ARBITRATION** in Tacloban City **ONLY** AND in accordance with RA 876 otherwise known as "The Arbitration Law".

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

CITY GOVERNMENT OF TACLOBAN

BY THE AUTHORITY OF THE CITY MAYOR


ALFRED S. ROMUALDEZ

City Mayor

(Party of the First Part)

POLLUTION ABATEMENT
SYSTEMS SPECIALISTS, INC.

(Supplier)



JULITO T. POGOY

Authorized Managing Officer

(Party of the Second Part)

SIGNED IN THE PRESENCE


FOR JONATHAN R. MIJADA
CITY ENRG OFFICER


Valerio Geron

ACKNOWLEDGEMENT

Republic of the Philippines)

Province of Leyte) S.S.

Tacloban City)

BEFORE ME, a Notary Public for in the above jurisdiction personally appeared the following:

1. ALFRED S. ROMUALDEZ/

Authorized Representative : _____

Competent Evidence of Identity : _____

Date/Place Issued : _____

2. JULITO T. POGOY /

Authorized Representative : _____

Competent Evidence of Identity : TIN CARD NO. 106-126-879-000Date/Place Issued : February 12, 2013 Cebu City

Known to me to be the same person/s who executed the foregoing instruments and acknowledgement to me that the same is their own free will and voluntary act and deed as well as the entity represented.

AUG 06 2021

WITNESS my hand and seal on the date and place stated above.

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Series of 2021

HIPPOCRATES R. ROCINA
 NOTARIAL COMMISSION NO. 19-08
 UNTIL DEC. 31, 2021
 M. C. BRIONES ST., CEBU CITY
 PTR NO. CEB 2128347
 IBP NO. AR 24957123
 BOTH ISSUED AT CEBU CITY ON 01/08/2011
 ROLL NO. 40828