

# SERVICE AGREEMENT

## KNOWN ALL MEN BY THESE PRESENTS:

This Contract of Service made and entered into by and between:

The **OFFICE OF CIVIL DEFENSE (OCD) REGIONAL OFFICE III**, with office and the postal address at Diosdado Macapagal Government Center, Barangay Maimpis, City of San Fernando, Pampanga 2000 and herein represented by its Regional Director, **MARIA THERESA R ESCOLANO, MNSA**, of legal age, Filipino, hereinafter known as the **PROCURING ENTITY/GENERATOR**;

and

**CLEANWAY ENVIRONMENTAL MANAGEMENT SOLUTIONS INC.**, with office and postal address at Blk. 4 Lot 1-8 Meridian Industrial Complex II, Brgy. Maguyam, Silang Cavite and herein represented by its Authorized Representative, **MS. CHERRY M. NERIC** of legal age, Filipino, hereinafter known as the **SUPPLIER/TRANSPORTER/TREATER**

Witnessed

**WHEREAS**, pursuant to the above, the Department of Health (DOH) issued a Department Memorandum No. 2020-0160 with the Subject: Interim Guidelines on Management for the National Capital Region Mega Temporary Treatment and Monitoring Facilities (MTTMF) in the Philippine International Convention Center (PICC), World Trade Center (WTC), Rizal Memorial Coliseum (RMC), Ninoy Aquino Stadium, and Philippine Arena. Said guidelines outline the management of the MTTMFs to include the Philippine Arena;

**WHEREAS**, pursuant to OCD Memorandum No. 243C s. 2020 dated 01 May 2020, the Office of Civil Defense Region 3 was tasked to provide logistical requirements for the Mega Temporary Treatment and Monitoring Facility at the Philippine Arena, Bocaue, Bulacan;

**WHEREAS**, to ensure the continued, unhampered and efficient operations of the Philippine Arena as a Temporary Treatment and Monitoring Facility, the Office of Civil Defense (OCD) needs to engage ancillary services to include provision of infectious waste management services during the treatment and monitoring period;

**WHEREAS**, there is a need to ensure that the Philippine Arena Temporary Treatment and Monitoring Facility is provided with top and efficient infectious management services;

**WHEREAS**, the **PROCURING ENTITY/GENERATOR** will comply with the rules and procedures of Republic Act 6969 (Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990) on the proper management of hazardous or healthcare wastes;

  
DIR MARIA THERESA R ESCOLANO, MNSA  
Regional Director, Office of Civil Defense RO III

  
MS. MARIE JAYNE T CUNANAN  
Chief, OS, OCDS

  
MS. CHERRY M. NERIC  
Authorized Representative, Cleanway Environmental  
Management Solutions Inc.

  
MARIA FLOR SUPRIANO  
Witness

**WHEREAS**, the **PROCURING ENTITY/GENERATOR** acknowledges that appropriate disposal of hazardous wastes is through Department of Environment and Natural Resources (DENR) registered Treatment, Storage and Disposal (TSD) Facilities or Treater;

**WHEREAS**, the **SUPPLIER/TRANSPORTER/TREATER** is a DENR-registered TRANSPORTER/TREATER and is certified by AJA Registrars to be compliant of ISO 9001:2015 (Quality Management System) and ISO 14001:2015 (Environmental Management System);

**WHEREAS**, the **PROCURING ENTITY/GENERATOR** procures the services of the **SUPPLIER/TRANSPORTER/TREATER** under Emergency Cases 53.2 as specified in GPPB Circular 03-2020 dated 9 March 2020 re Guidelines for Emergency Procurement under Republic Act No. 9184 re approving the adoption of efficient, effective and expedient procurement procedures during a state of Public Health Emergency.

**WHEREAS**, the **SUPPLIER/TRANSPORTER/TREATER** agrees to serve the **PROCURING ENTITY/GENERATOR** by collecting, transporting, and treating its healthcare wastes and disposing the treated health care wastes in a DENR-approved sanitary landfill;

**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

- a. The **SUPPLIER/TRANSPORTER/TREATER** shall pick up the healthcare wastes from the **PROCURING ENTITY/GENERATOR** for treatment at its TSD Facility
- b. The contract term shall be for a minimum duration of 14 days or until the contract price is consumed but not to exceed 2 months. The contract shall take effect upon the issuance of the Notice to Proceed (NTP) and shall remain in full force and effect until all requirements have been delivered according to the signed contract.
- c. If the Service Agreement is not renewed after its expiration as discussed above, the **SUPPLIER/TRANSPORTER/TREATER** reserves the right to either stop temporarily the service without prior notice to the **PROCURING ENTITY/GENERATOR** or to continue the service due to the environmental impact of uncollected waste to the personnel, patients and other affected parties within the immediate surroundings of the place National Temporary Quarantine Facility at the Philippine Arena, Bocaue, Bulacan.

  
DIR. MARIA THERESA R. ESCALANO, MNSA  
Regional Director, Office of Civil Defense RO III

  
MS. MARIE JAYNET CUNANAN  
Chief, OS, OCD3

  
MS. CHERRY M. NERIC  
Authorized Representative, Cleanway Environmental Management Solutions Inc.

  
MARIA FODOR  
Witness


- d. The **PROCURING ENTITY/GENERATOR** shall recognize the services performed by the **SUPPLIER/TRANSPORTER/TREATER** beyond the expiration of the Service Agreement and shall, in no way, delay the processing of **SUPPLIER/TRANSPORTER/TREATER** billings to be remitted within the terms of payment as indicated in succeeding Provisions.

## 2. PAYMENT'S TERMS AND CONDITIONS

- a. The **SUPPLIER/TRANSPORTER/TREATER** shall be paid through send bill arrangement upon the submission of an accomplishment report, statement of account/billing indicating actual number of kilos/liters per collection, and other documentary requirements as maybe necessary.
- b. The **PROCURING ENTITY/GENERATOR** shall pay to the **SUPPLIER/TRANSPORTER/TREATER** a service fee of ₱26.00 per kilogram for Standard Medical Waste Disposal plus Special handling for NCOV disease waste matter and siphoning of biowastes, inclusive of Value Added Tax (VAT).
- c. The services of the **SUPPLIER/TRANSPORTER/TREATER** shall also include the provision of the following equipment and service:
- special disposable receptacles (large);
  - one-time use hazmat suits for waste collectors; and
  - special sanitizing procedure for waste prior to collection and disposal.
- d. The **PROCURING ENTITY/GENERATOR** shall be billed at the end of each month(send bill arrangement) by the **SUPPLIER/TRANSPORTER/TREATER** requestingfor payment thereof in writing.
- e. The **PROCURING ENTITY/GENERATOR** shall pay the **SUPPLIER/TRANSPORTER/TREATER** not later than fifteen (15) calendar days from the receipt of complete documentary requirements from the **SUPPLIER/TRANSPORTER/TREATER**.

## 3. DOCUMENTARY REQUIREMENTS

- a. The **SUPPLIER/TRANSPORTER/TREATER** must comply with the following requirements/qualifications for Emergency Procurement:
- Current and valid Mayor's permit/Business Permit;
  - Income Tax Return
  - Original Notarized Omnibus Sworn Statement; and
  - Quotation/proposal for the service to be rendered.
  - Certificate of Registration as Transporter/Treater from the Department of Environment and Natural Resources

  
DIR MARIA THERESA R. ESCOLANO, MNSA  
Regional Director, Office of Civil Defense RO III

  
MS. MARIE JAYNE T. CUNANAN  
Chief, OS, OCD3

  
MS. CHERRY M. NERIC  
Authorized Representative, Cleanway Environmental  
Management Solutions Inc.

  
MARIA LOURDES S. SARMIENTO  
Witness

**DIR MARIA THERESA R ESCOLANO, MNSA**  
Regional Director, Office of Civil Defense RO III

**MS. MARIE JAYNE T CUNANAN**  
Chief, OS, OCD3

**MS. CHERRY M. NERIC**  
Authorized Representative, Cleanway Environmental  
Management Solutions Inc.

**MARIA FLOR CAMPAL**  
Witness

- b. The **SUPPLIER/TRANSPORTER/TREATER** must have proven capability and good track record in the waste management industry for at least two (2) years;
- c. Must be compliant with all environmental permits and registrations required by the Department of Environment and Natural Resources – Environmental Management Bureau (DENR-EMB) and the Department of Health (DOH), but are not limited to the following attached to the Company Profile:
  - DENR-EMB Environmental Compliance Certificate
  - DENR-EMB-Transporter Registration Certificate
  - DENR-EMB Treatment, Storage and Disposal Registration Certificate
  - DENR-EMB Permit to Operate
  - DOH Operating Permit
  - DOH-FDA Certificate of Product Registration (CPR)
- d. Must be compliant with R.A. No. 6969, otherwise known as the "Toxic Substances and Hazardous and Nuclear Wastes Control Act", and its implementing rules and regulations
- e. The **SUPPLIER/TRANSPORTER/TREATER** shall be responsible in the acquisition of Special Permit-to-Transport (SPTT) from the DENR Central or Regional Office, as the case may be.

**4. COLLECTION SCHEDULE AND PROCEDURES**

- a. The **SUPPLIER/TRANSPORTER/TREATER**, either by itself or by its accredited transporter, shall collect health care, bio and other wastes (wet, dry, infectious, M501, etc.) from **PROCURING ENTITY/GENERATOR** at Philippine Arena on a daily basis.
- b. The **PROCURING ENTITY/GENERATOR** shall designate a strategic collection area for the **SUPPLIER/TRANSPORTER/TREATER** staff or its accredited waste collector.
- c. The **SUPPLIER/TRANSPORTER/TREATER**, shall conduct siphoning of bio-wastes generated from the septic tanks of the installed container comfort rooms three (3) times a week, or as may be requested by the **PROCURING ENTITY/GENERATOR**
- d. Every collection, the **SUPPLIER/TRANSPORTER/TREATER** or its accredited collector and transporter shall issue a Hazardous Waste Manifest Form (HWMF) / Waste Transportation Data to be signed by both party representatives for monitoring purposes indicating the total weight of the waste collected.

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**DIR MARIA THERESA R ESCOLANO, MNSA**  
Regional Director, Office of Civil Defense RO III

*[Signature]*  
**MS. MARIE JAYNE T CUNANAN**  
Chief, OS, OCD3

*[Signature]*  
**MS. CHERRY M. NERIC**  
Authorized Representative, Cleanway Environmental Management Solutions Inc.

- e. The **PROCURING ENTITY/GENERATOR** shall designate authorized personnel as their representative during the collection of health care wastes and shall be authorized by the **PROCURING ENTITY/GENERATOR** to sign the Hazardous Waste Manifest Form (HWMF) / Waste Transportation Data.
- f. A Certificate of Treatment (COT) shall be issued by the **SUPPLIER/TRANSPORTER/TREATER** to the **PROCURING ENTITY/GENERATOR** after payment of the monthly billing.

**5. SCOPE OF SERVICES AND OTHER SERVICE AGREEMENT PROVISIONS**

- a. The **SUPPLIER/TRANSPORTER/TREATER** shall collect, transport, treat and dispose health care, bio and other wastes (wet, dry, infectious, M501, etc.) and siphoning of bio-wastes generated from the Philippine Arena COVID-19 Temporary Treatment and Monitoring Facility, Frontline Personnel Billeting Areas and the Temporary Quarantine Facilities for Repatriated Overseas Filipino.
- b. The **SUPPLIER/TRANSPORTER/TREATER** shall supply an appropriate number of sealed container drums and yellow and black bags free-of-charge, to be used exclusively for the healthcare wastes to be collected. The utilization of the yellow bags shall be monitored through the Hazardous Waste Manifest Form (HWMF) / Waste Transportation Data, which indicate, among others the number of yellow bags used in a particular collection day.
- c. The **PROCURING ENTITY/GENERATOR** has an option to provide their own container bins and yellow bags.
- d. The **SUPPLIER/TRANSPORTER/TREATER** shall have the right to refuse the collection, treatment, and disposal of other wastes which in the **SUPPLIER/TRANSPORTER/TREATER's** opinion/observation would have more deleterious effect to health and environment when treated. Such waste pertains to radioactive waste aerosol cans, mercury-filled metering equipment and other wastes which require other methods of waste handling and disposal.
- e. The **SUPPLIER/TRANSPORTER/TREATER** shall provide necessary PPEs to its staff.
- f. The parties agree that in performing such activities under this Service Agreement, both shall comply with all applicable laws, regulations, commercial practice, rules and acts provided that the **SUPPLIER/TRANSPORTER/TREATER** warrants that the services it shall perform under this Agreement shall be sufficient compliance with and shall

*[Signature]*  
Witness

  
**DIR MARIA THERESA R ESCOLANO, MNSA**  
Regional Director, Office of Civil Defense RO III

confirm to the standards and regulations of the appropriate national or local government agencies concerned.

- g. Any dispute that may arise under this Service Agreement shall be settled by a court of arbitration in the City of San Fernando, Pampanga. The decision of the arbitration shall be final and binding to all parties and may be enforced by the court having jurisdiction on either party.

**6. PRE-TERMINATION OF SERVICE AGREEMENT**

- a. In case either PARTY wishes to terminate this contract before the expiration therefore, a written notice must be served at least fifteen (15) days prior to its termination date.

NOWHEREFORE, in consideration of the foregoing premises, the parties hereto have agreed to the abovementioned terms and condition;


IN WITNESS WHEREOF, the parties hereto have hereunto affixed their Signature this \_\_\_\_\_ at \_\_\_\_\_, Philippines.

  
**MS. MARIE JAYNE T CUNANAN**  
Chief, OS, OCD3

**OFFICE OF CIVIL DEFENSE**


**CLEANWAY ENVIRONMENTAL  
MANAGEMENT SOLUTIONS INC.**


\_\_\_\_\_  
**DIR MARIA THERESA R ESCOLANO, MNSA**  
Regional Director,  
Office of Civil Defense RO III

  
\_\_\_\_\_  
**MS. CHERRY M. MERIC**  
Authorized Representative

  
**MS. CHERRY M. MERIC**  
Authorized Representative, Cleanway Environmental  
Management Solutions Inc.

WITNESSED BY:

  
\_\_\_\_\_  
**MS. MARIE JAYNE T CUNANAN**  
Chief, OS, OCD3

  
\_\_\_\_\_  
**MARIA FUR**  
**WITNESS**

  
**MARIA FUR**  
Witness

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES  
CITY OF \_\_\_\_\_) S.S

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_ personally appeared the following persons, presenting their respective evidence of identity, to wit:

Name	Government I.D. No.	Date and Place Issued
<b>DIR MARIA THERESA R ESCOLANO, MNSA</b>		
<b>MS. CHERRY M. NERIC</b>		

And represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of only seven (7) pages, including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof

**WITNESS MY HAND AND SEAL** this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_, Philippines

Doc. No. : \_\_\_\_\_  
Page No. : \_\_\_\_\_  
Book No. : \_\_\_\_\_

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