

TERMS AND CONDITIONS
CONTRACT FOR THE DISPOSAL OF
HAZARDOUS AND TOXIC HEALTH CARE WASTES
University of the Philippines Manila

1. **Scope of Services** – The contractor shall collect, transport, treat and properly dispose the hazardous and toxic health care wastes generated by UP Manila, including the Philippine General Hospital, using DENR-accepted technology/methods, as provided for by the Clean Air Act of 1999 and other pertinent laws and legislation;

Hazardous and toxic health care wastes shall include but are not limited to:

- a. Infectious waste (culture and stocks of infectious agents, waste from surgeries and autopsies on patients with infectious diseases; waste from or has been in contact with infected patients, infected animals from laboratories);
- b. Pathological and anatomical waste (tissues, organs, body parts, human fetus and animal carcasses, blood and body fluids);
- c. Sharp objects (needles, syringes, scalpels, saws, broken glass, infusion sets, knives, nails);
- d. Pharmaceutical waste (expired, unused, spilt, and contaminated pharmaceutical products, drugs, vaccines, sera and used vials/bottles);
- e. Chemical waste (discarded solid, liquid and gaseous chemicals from diagnostic and research/experimental works including mercury and mercury-containing materials);
- f. Busted fluorescent lamps
- g. Used batteries and such other similar matters.
- h. Sludge (grease sludge and/or sewer unclogging sludge/outputs)
- i. End-Products of waste treatment equipment.
- j. Others deemed hazardous waste by regulatory bodies.

2. Compatibility of the Contractor

2.1. The contractor shall have the capability to treat and properly dispose the Hazardous and Toxic Healthcare wastes herein listed.

2.2. Sub-contracting for the treatment of any of the above-mentioned is not allowed.

3. **Licenses and Permits** -The contractor shall obtain all the requisite licenses and permits from the EMB-DENR:

- a) Accredited Waste Transporter;
- b) Accredited Hazardous Waste Treater;
- c) Environmental Compliance Certificate for Secured Landfill;

- d) Registered as Treatment, Storage and Disposal (TSD) Facility as per IRR RA6969;
other government regulatory bodies:
 - a) Mayor's Permit/Municipal License for the current year
 - b) Clearance/Permit from Laguna Lake Development Authority (LLDA) and/or LGU clearance where the facility/facilities is/are located;
 - c) Certificate of Product Registration from the Department of Health
 - d) ISO Certification
 - e) Pollution Legal Liabilities Insurance Policy (PLLI) with coverage of at least 20 Million peso per incident.

and other specifically indicated in the eligibility requirements.

4. **Collection.** – The frequency and manner of collection, transport, treatment and disposal of hazardous and toxic health care wastes shall be in accordance with the following conditions:

- 4.1. The contractor shall collect the hazardous and toxic health care wastes of the Philippine General Hospital everyday at a time mutually agreed upon by the contractor and the designated staff of the Hospital.
- 4.2. For academic units, including the National Institutes of the Health, collection shall be as frequent as deemed necessary, the day and time of collection shall, likewise, be mutually agreed upon by the Contractor and the designated staff of concerned unit.
- 4.3. The contractor shall supply plastic bins free of charge, properly marked/labeled with infectious substance symbol, at the collection points designated as the area of collection, which shall be separate from the municipal waste/garbage house.
- 4.4. The contractor shall issue control forms for every collection thereon, indicating the total weight of the waste collected.

5. **Transport**

- 5.1. The transport of hazardous health care wastes should comply with the national regulation governing transport of toxic hazardous wastes (RA 6969) and should, at all times, not pose any danger to the public during transport;
- 5.2. UP Manila, as the waste generator, has the right to impose measures so as to ensure that the wastes are properly transported, treated, and disposed;

- 5.3. The contractor shall maintain an accomplished consignment note of all health care wastes taken from UP Manila and should be in the possession of the contractor's personnel during transport.

6. Treatment/Disposal

- 6.1. The treatment/disposal facility of the Contractor should be acceptable to the community wherein the facility is located.
- 6.2. The final disposal facility should be registered with or accredited by the Environmental Management Bureau- Department of Environment and Natural Resources (EMB- DENR)
- 6.3. In case the contractor does not own the final disposal facility (secured landfill), it should have an existing contract or agreement with the operator of the landfill or granted a commitment to allow the contractor to use the disposal facility, for the duration of the contract;
- 6.4. The final disposal facility should likewise, have the necessary permits and clearances from pertinent government regulatory bodies;
- 6.5. UP Manila has the right to conduct unannounced visit/inspection on the treatment and disposal facilities of the contractor;
- 6.6. Every first week of the month, the contractor shall issue to UP Manila a certificate showing that the hazardous and toxic health care waste of UP Manila have been properly disposed.
7. **Compliance with laws, rules and regulations.** – The parties agree that in performing their activities under this Contract, they will comply with all applicable laws, rules, regulations, commercial practice and otherwise act in good faith.
8. **Compliance monitoring.** – The UP Manila Integrated Waste Management Committee shall closely monitor the Contractor's aforesaid compliance during the contract period, even if such monitoring is done outside the premises of UP Manila.
9. **Pre-termination.** – UP Manila hereby reserves its rights to pre-terminate this Contract in the event that the Contractor fails to comply with any of the pertinent laws, regulations and commercial practices and such other conditions imposed by UP Manila.

10. Liability in the performance by the contractor of its contractual obligations. –

UP Manila shall be rendered free from any civil, criminal or administrative liability arising from or out of violation by the Contractor or any of its employees or duly authorized representatives of any such law, rule or ordinance in carrying out its duties and obligations pursuant to this Contract;

11. Breach of contract. –

11.1. All disputes, controversies or claims arising out of relating to this contract, or about its breach, termination or invalidity shall be settled through negotiation and/or mediation within sixty (60) days from the receipt of a notice by the party injured;

11.2. All such conflicts which can not be decided by negotiation and/or mediation shall be decided by arbitration in accordance with the rules or arbitration contained in the UNCITRAL Model Law as adopted in the Republic Act No. 9285 or the ADR Law of 2004;

11.3. For this purpose, there shall be three (3) arbitrators with its party appointing one (1) each and those appointed selecting the third arbitrator who shall be the chair of the arbitral panel. The appointing authority mentioned in the Article 6 of the UNCITRAL Model Law and Article 26 of Republic Act No. 9285 shall be the Chair of the Commission on Higher Education;

11.4. The place of arbitration shall be in UP Manila without prejudice to holding of hearings in another place for the convenience of the witnesses that may be presented by the parties. The language of the arbitration shall be in English or Filipino;

11.5. Each part shall deposit half of the costs for arbitration panel without prejudice to covering such costs that may be awarded in the Arbitration Award;

12. Venue. – The exclusive venue of all court actions or request for interim measures, should these become necessary, shall be in City of Manila, Philippines.

13. Notices. –

13.1. All notices, requests, claims, demands, and other communication between the parties shall be in writing.

13.2. Method of Notice. – All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid; or (iv) by mail.

- 13.3. Receipt of Notice. – All notices shall be effective (i) upon receipt by the party to which notice is given, (ii) on the day the mail is returned to sender because the addressee no longer resides at the given address in this contract without notifying the other party of the new address, or (iii) after two (2) failed attempts to personally deliver the notices, requests, claims, demands and other communications, the party delivering the notice may leave the notice, request, claim, demand, or other communications to a person of legal age residing or working in the address specified in clause 17.5 of this Agreement or to the supervisor of the construction work in the site; (iv) on the date of receipt of the mail.
- 13.4. Refusal of Delivery. – Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.
- 13.5. Party to notify. – All notices, requests, claims, demands and other communications shall only be valid, effective and binding if received by the following offices in the address indicated below:

For UP Manila:


Office of the Vice Chancellor for Administration
8th Floor, Right Central Block Building
Philippine General Hospital
Taft, Avenue, Ermita, Manila 1000
Email: ovca@upm.edu.ph

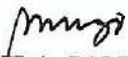
For Contractor:


- 13.6. Change of Address. – Any party to this Agreement shall notify the other party of any changes of address/email address which shall be effective upon receipt of notice as specified in paragraph 17.3 of this Agreement.
14. Performance bond. – The contractor shall post a performance bond in acceptable form, preferably GSIS surety bond, as provided by RA 9184.

15. **Service fee.** – UP Manila shall pay the contractor its service fee on a monthly basis not later than the fifteenth (15) day of the succeeding month.
16. **Duration of the contract.** – The period to be covered by the contract will be for one calendar year to take effect from January 1, 2020 to December 31, 2020.

APPROVED:


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