



Republic of the Philippines  
Department of Health  
Metro Manila Center for Health Development  
**VALENZUELA MEDICAL CENTER**



**Contract Agreement**  
**VMC No. 25-01-002**

THIS AGREEMENT, made on the 1<sup>st</sup> day of January, 2025, between **VALENZUELA MEDICAL CENTER**, Padrigal St., Karuhatan, Valenzuela City, Philippines (hereinafter called "the Entity"), of the one part, and **SERVO-TREAT PHILIPPINES, INC.** of Zone 6 Brgy. Pinmaludpod, Urdaneta City, Pangasinan, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS, the Entity invited Bids for certain goods and ancillary services, viz., for the **PROCUREMENT OF HAULING, TREATMENT, STORAGE AND DISPOSAL OF HAZARDOUS AND INFECTIOUS WASTE OF VMC FOR CY 2025** under Public Bidding No. VMC-2025-003 dated November 11, 2024 and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **EIGHT MILLION TWO HUNDRED FOURTEEN THOUSAND NINE HUNDRED SIXTY PESOS ONLY (P 8,214,960.00)**, (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. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
3. Without prejudice to the aforementioned documents, the Supplier obligates itself to deliver the following goods and/or services on the given dates, to wit:

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	TOTAL BID PRICE	TOTAL
1	Treatment, Storage and Disposal of Hazardous Waste CY 2025 (26,000 kgs x 12 months x Php 26.33)	Kg.	312,000	26.33	8,214,960.00

**TERMS OF REFERENCE**

**PROCUREMENT OF HAULING, TREATMENT, STORAGE AND DISPOSAL OF HAZARDOUS AND INFECTIOUS WASTE OF VMC FOR CY 2025**

**TERMS OF REFERENCE**

**I. SCOPE OF WORKS**

The TSD facility operator shall render effective and proper collection, transport, treatment, storage and disposal of hospital infectious/hazardous wastes based on DOH Manual on Health Care Waste Management, 4th Edition:

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Address: Padrigal St., Karuhatan, Valenzuela City, 1441  
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BAGONG PILIPINAS

- A. The TSD must be Transporter and Treat and shall be the one to collect, transport, treat and properly dispose the hazardous and toxic healthcare wastes generated including other hazardous wastes, using DENR accepted technology/methods, as provided for "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990." (RA 6969) and other pertinent laws and legislation, which shall include but not limited to:
1. 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);
  2. Pathological and anatomical (tissues, organs, body parts, and animal carcasses, blood and body fluids);
  3. Sharps objects (needles, syringes, scalpels, saws, broken glass, infusion sets, knives, nails);
  4. Pharmaceutical waste (expired, unused, spilt and contaminated pharmaceutical products, drugs, vaccines, sera and used/vials/bottles);
  5. Chemical waste (discarded solid, liquid and gaseous chemicals from diagnostic and research/experimental works including mercury and mercury containing materials);
  6. Genotoxic including Cytotoxic Waste;
  7. Busted fluorescent lamps;
  8. Used batteries;
  9. Used Oil;
  10. Grease trap from dietary section;
  11. Other similar matters.
- B. Regular (Daily) collection of infectious/hazardous wastes for treatment and final disposal of identified DOH hospitals in Metro Manila or the NCR;
- C. Provision to the hospital of sufficient number of properly labeled color coded plastic bags and clearly marked waste containers and collection bins;
- D. Employment of sufficiently trained waste handlers who have been provided with proper with proper immunization, complete prescribed uniform, identification, required personal protective equipment (PPE) and for security reason, shall have secured clearance from the National Bureau of Investigation (NBI);
- E. Enduring that no further sorting or segregation or segregation of wastes shall take place within the immediate vicinity of the hospital or before treatment;
- F. Deployment of appropriate waste collection vehicles (DENR-EMB accredited/registered) for the regular collection of hospital wastes at least six times a week or more depending on the request or volume of wastes generated by the hospitals;
- G. Treatment of the collected waste in a Department of Environment and Natural Resources-Environmental Management Bureau (DENR-EMB) approved non-burn treatment technology for health care waste;
- H. Transporting treated wastes by a DENR-EMB accredited/registered health care waste transporter using appropriate transport vehicle to a DENR-EMB approved final disposal site (Sanitary Landfill);
- I. Compliance with the Manifest/Consignment System. Accordingly, the authorized transporter shall maintain a manifest/consignment note while transporting health care wastes to be accomplished and signed by the transporter, TSD facility operator and sanitary landfill operator, a copy of which shall be provided to the hospital within thirty (30) days after the waste collection;
- J. Disposal of treated wastes in a final disposal site (Sanitary Landfill) accredited by DENR-EMB;
- K. Submission of Waste Treatment and disposal Certificate to the hospital on a monthly basis that wastes collected were properly treated and disposed of in a Sanitary Landfill;

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- L. Keeping and maintaining adequate books, records and documentation consistent with applicable regulatory requirements pertaining to the waste handling, collection, transport, treatment, storage and disposal and retain the same for the purpose of auditing and verifying performance;
- M. Submission to the hospital of a quarterly report on the type and volume of infectious/hazardous waste treated and transported outside the hospital in compliance with the implementing rules and regulations of RA 6969 (DENR Administrative Order (DAO) 29 series of 1992 and DAO 36 series of 2004);
- N. Equipment testing used for treatment of wastes for at least every three (3) years to appropriate tests procedure by the DOH-FDA, and securing corresponding certificates from the same DOH-FDA.
- O. The TSD shall have the capability to treat and properly dispose the Hazardous and Toxic Healthcare wastes herein listed. Subcontracting for the treatment of any of the above-mentioned is not allowed.
- P. The TSD shall obtain all the required licenses and permits from the DENR-EMB and other government regulatory bodies, specifically indicated in the eligibility requirements.
- Q. The TSD must have pollution liability insurance covering its activities and obligations at all times.
- R. The TSD must not have a history of cease-and-desist order.
- S. The TSD must have a very good track record with no history of recurring complaint and violations related to Republic Act 6969 from the community and any governing bodies and/or agencies (i.g. DENR-EMB, Local Government Unit, etc.)
- T. The TSD must be IMS Certified: ISO 45001 (Occupational Health and Safety), ISO 9001 (Quality Management System), ISO 14001 (Environment Management System) and ISO 22301 (Business Continuity Management Standard) certified.
- U. The facility must be existing for at least ten (10) years and must use non-burn technology.
- V. The TSD must not have Pyrolysis/Incineration or any other Burning Technology to ensure compliance to the requirement for Non-Burn Healthcare Waste Treatment Process.
- W. The TSD shall be the one to collect, transport, treat and must conduct proper disposal and destruction of used vials or bottles.
- X. The TSD that previously served Valenzuela Medical Center must secured Very Satisfactory Certificate from the end-user.
- Y. The TSD must secure DOLE 174 series of 2017 Certificate with Certificate of No Pending Case.
- Z. The Contractor must secure DOLE Safety Seal Certificate.
- AA. The TSD must secure at least one (1) Joint Venture Agreement (JVA) with (1st) DENR Accredited Sanitary Landfill and one (1) Memorandum of Agreement with (2nd) DENR Accredited Sanitary Landfill located in Luzon only.
- BB. The TSD shall assist in complying and updating necessary application needed in Hazardous Waste Management System (Permit to Transport, updating Manifest and Hazardous Waste Inventory, etc.) under supervision of authorized personnel and designated Pollution Control Officer of Valenzuela Medical Center.
- CC. The frequency and manner of collection, transport, treatment and disposal of hazardous and toxic healthcare wastes shall be in accordance with the following conditions:

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BAGONG PILIPINAS

1. Collection

- a) The TSD shall collect the hazardous and toxic health care wastes at a time mutually agreed upon by the TSD and the designated staff of the Hospital. Collection shall be as daily, the day and time of collection shall likewise, be mutually agreed upon by the TSD and the designated staff of concerned unit.
- b) The TSD shall supply plastics bins free of charge, properly marked/labelled with infectious substance symbol, at the collection points designated as the area of collection, which shall be separate from the municipal waste/ garbage house.
- c) The TSD shall issue control forms for every collection thereon, indicating the total weight of the waste collected.
- d) On-site collection vehicles to be provided should be easy to load, no sharp edges and easy to clean (preferably wheeled trolley/handcart with round body).

2. Segregation

- a) Waste receptacles (preferably foot operated with cover) and on-site collection vehicles/bins and heavy gauge (minimum gauge should be at least 0.07mm) plastic bags should be color-coded (Yellow for infectious and pathological wastes and Red for sharps).
- b) Waste container/collection bins and plastic bags should be properly marked/labelled with international infectious substance symbol (minimum size of label 20cmx30cm).
- c) Sealed sharp containers should be placed in a labeled red heavy gauge plastic bag (minimum size of label 20cmx30cm).

3. Transport

- a) The transport of hazardous healthcare 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.
- b) The waste generator has the right to impose measures so as to ensure that the wastes are properly transported, treated and disposed.
- c) The TSD shall maintain an accomplished consignment note of all healthcare wastes taken from the generator and should be in the possession of the TSD's personnel during transport.

4. Treatment/Disposal

- a) The treatment/disposal facility of the TSD should be acceptable to the community wherein the facility is located. Further, the final disposal facility should be registered with or accredited by the Department of Environment and Natural Resources- Environmental Management Bureau (DENR-EMB).
- b) The generator has the right to conduct unannounced visit/inspection of the treatment and disposal facilities of the TSD.
- c) The TSD must secure Joint Venture Agreement (JVA) with DENR Accredited Sanitary Landfill located in Luzon only.

II. SPECIFIC DOCUMENTS REQUIRED UNDER THE TECHNICAL PROPOSAL

Accordingly, the TSD facility operator shall provide under the Technical Proposal, the following documents required for the above services:

- A. CTC copy for Valid and current permits and clearances from DENR-EMB as TSD facility operator:
  1. Environmental Compliance Certificate from the DENR-EMB;
  2. Registration as TSD facility based on the Implementing Rules and Regulation of RA 6969 from DENR-EMB Central Office.
- B. Original Brochure or downloaded from the internet about the non-burn technology that will be used that is capable to treat and to render the following health care infectious/hazardous wastes unrecognizable:
  1. Cultures and stocks of the infectious agents from laboratory and clinic work;
  2. Waste from surgery and autopsies;
  3. Waste from infected patients (e.g. excreta);
  4. Waste that has been in contact with infected patients undergoing hemodialysis;
  5. Any other instrument or materials that have been in contact with infected person or animals;
  6. Infected animals from laboratories including blood, and animal carcasses;

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7. Pathological waste consists of tissues, organs, placenta, animal carcasses, and blood;
  8. Sharps include needles and syringes, scalpels, saws, blades, broken glass, infusion sets, knives, nails and other items that can cause cut or puncture wounds;
  9. Pharmaceutical waste consisting of expired, unused, split and contaminated pharmaceutical products, drugs, vaccines, vials and sera that no longer needed;
  10. Chemical waste consists of discarded solid, liquid and gaseous chemicals from diagnostic and research/experimental works including mercury and mercury containing materials);
  11. Genotoxic including Cytotoxic Waste;
  12. Busted fluorescent lamps/CFL bulbs;
  13. Used batteries;
  14. Used Oil;
  15. Grease trap from dietary section;
  16. Containers previously containing toxic chemical substances;
  17. Waste electrical and electronic equipment (WEEE);
  18. Other similar matters
- C. CTC copy of valid and current documents of the health care waste transporter:
1. DENR-EMB registration as waste transporter;
  2. Transport Permit issued by the DENR-EMB Regional Office;
  3. Approved manifest form to transport the infectious/hazardous wastes, in accordance with the Implementing Rules and Regulations of RA 6969.
- D. The Organizational Structure and names of personnel (management, technical, and rank and file) who will be assigned to the contract including job description, duties and responsibilities, and updated curriculum vitae of the manager, and the technical supervisors.
- E. A sworn statement that the assigned personnel have been adequately trained for the tasks at hand and that the said personnel shall be given immunization against hepatitis B and tetanus infection and provided with proper personal protective equipment (PPE) including uniform and identification. The PPE shall correspond to the specific job which includes heavy-duty gloves, face masks, thick-soled boots and protective clothing.
- F. A contingency plan showing details how to ensure continuous services during any of the following events;
1. Spills and accidents during collection
  2. Delay in collection of waste
  3. Equipment/device failure
  4. Failure of their TSD to deliver services (Transporter and/or Sanitary Landfill)
  5. Suspension Order from the Environmental Management Bureau.
- G. A sworn statement that upon award of contract the TSD operator will be entering into a Memorandum of Agreement with another DENR-EMB accredited TSD Facility Operator to take over TSD services 24 hours of occurrence of any of the above events.
- H. A sworn statement that in the event that the Owner fails to award a new contract with a TSD facility operator after the expiration of its existing contract, it is committed to extend its services for a period as assigned by the Owner.
- I. A copy of the DOH Health Care Waste Management Manual 4th Edition (to be requested from the DOH Health Facility Development Bureau) as part of their familiarity with DOH standards, some of which are as follows:
1. Collection
    - a) The TSD shall collect the hazardous and toxic health care wastes at a time mutually agreed upon by the TSD and the designated staff of the Hospital. Collection shall be as daily, the day and time of collection shall likewise, be mutually agreed upon by the TSD and the designated staff of concerned unit.

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- b) The TSD shall supply plastics bins free of charge, properly marked/labelled with infectious substance symbol, at the collection points designated as the area of collection, which shall be separate from the municipal waste/ garbage house.
- c) The TSD shall issue control forms for every collection thereon, indicating the total weight of the waste collected.
- d) On-site collection vehicles to be provided should be easy to load, no sharp edges and easy to clean (preferably wheeled trolley/handcart with round body).
2. Segregation
  - a) Waste receptacles (preferably foot operated with cover) and on-site collection vehicles/bins and heavy gauge (minimum gauge should be at least 0.07mm) plastic bags should be color-coded (Yellow for infectious and pathological wastes and Red for sharps)
  - b) Waste container/collection bins and plastic bags should be properly marked/labelled with international infectious substance symbol (minimum size of label 20cmx30cm).
  - c) Sealed sharp containers should be placed in a labeled red heavy gauge plastic bag (minimum size of label 20cmx30cm).
3. Transport
  - a) The transport of hazardous healthcare 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.
  - b) The waste generator has the right to impose measures so as to ensure that the wastes are properly transported, treated and disposed.
  - c) The TSD shall maintain an accomplished consignment note of all healthcare wastes taken from the generator and should be in the possession of the TSD's personnel during transport.
4. Treatment/Disposal
  - a) The treatment/disposal facility of the TSD should be acceptable to the community wherein the facility is located. Further, the final disposal facility should be registered with or accredited by the Department of Environment and Natural Resources- Environmental Management Bureau (DENR-EMB).
  - b) The generator has the right to conduct unannounced visit/inspection of the treatment and disposal facilities of the TSD.
  - c) The TSD must secure Joint Venture Agreement (JVA) with DENR Accredited Sanitary Landfill located in Luzon only.
- J. Pictures, CTC of the vehicle registration and plate number of the off-site transport vehicle/s to be used in accordance with EMB standards as follows:
  1. It shall have a total enclosed car body with the driver seat separated from the loader.
  2. There should be a suitable system for securing the load during transport.
  3. The vehicle should be marked with the name, address and emergency telephone numbers of the waste carrier, warning signs, and markings/symbols such as international infectious/hazard symbols (30cmx30cm).
- K. Updated Site Plan and Building Plans of the TSD facility including the Storage Building constructed as follows:
  1. The storage area should have an impermeable, during flooring with good drainage, and easy to clean and disinfect;
  2. It should have adequate and continuous water supply;
  3. It should have proper lighting and ventilation;
  4. It should be properly secured/locked to prevent access for unauthorized persons;
  5. It should have identified and separate areas dedicated for DOH hospitals non-treated and treated hazardous wastes for disposal.
- L. CTC of their existing Memorandum of Agreement or Contract with an accredited DENR-EMB Sanitary Landfill as a final disposal site for the treated wastes.
- M. Schedule of Daily Collection, Treatment and Final Disposal using the attached matrix, to be signed by the Bidder/TSD Facility Operator (Annex A)

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**III. OTHER RESPONSIBILITIES OF THE TSD FACILITY OPERATOR**

- A. Comply with all Statutory Laws, Decrees, Rules and Regulations pertaining to its business and employment of its personnel, and shall hold the hospital free from all obligations and liabilities arising from labor, social and other legislations;
- B. Observe the terms and conditions of all necessary permits, registrations and/or clearances and keep the same in full force and effect during the term of this agreement;
- C. Keep adequate books and other documents consistent with applicable regulatory requirements pertaining to the performance of handling, collection, storage, transport, treatment and disposal of wastes;
- D. Send the fifth (5th) copy of the manifest to the EMB Regional Office having jurisdiction over the location of the hospital. Send the fourth (4th) copy of the manifest to the hospital showing receipt by the DENR-EMB within five (5) days after acceptance of the hazardous wastes;
- E. Keep sixth (6th) copy of the manifest for twenty-four (24) months after receipt of the hazardous wastes;
- F. Provide the hospital a monthly basis a Waste Treatment Certificate and Disposal Certificate indicating completion of treatment and disposal with an attached photocopy of the last page of the manifest signed by all parties involved.

**IV. TERMS OF PAYMENT**

1. All payments will be in the Philippine Pesos (PhP). The terms of payment is a progress payment for services as stated in the Contract based on the agreed and satisfactory accepted of the DOH Hospitals;
2. The TSD Operator's request for payment shall be made to the DOH Hospitals in writing, the services rendered. Waste Treatment and Disposal Certificate and report(s) submitted to and accepted by the DOH Hospitals; and upon fulfillment of other complete documentary requirements and obligations stipulated in the Contract;
3. The DOH hospitals shall settle claim for payment from the receipt of the TSD's billing documents subject to the submission of outputs and acceptance of such services by the DOH covered by a specific bill specifically itemized statement accompanied by receipted invoices, vouchers and other appropriate supporting materials of the amounts payable as may be agreed upon;
4. The DOH hospital shall pay the TSD facility operator on a monthly basis, payable within sixty (60) days from receipt of sales invoice and complete documentary requirements;
5. Payment for VAT/Taxes shall be withheld by DOH Hospitals remitted directly to the BIR.

**V. COMMENCEMENT OF UNDERTAKING**

The TSD facility operator shall commence work on the project within the period specified in the Notice to Proceed and the TSD Operator shall thereafter proceed with the Project in accordance with the time implementation schedule in the scope of work.

**VI. DURATION OF CONTRACT SERVICES**

The Contract of Services shall cover twelve (12) months period and will start on the dated indicated in the Notice to Proceed (NTP).

**VII. PENALTY**

The TSD operator shall be liable to a penalty of One Thousand Pesos (P1,000.00) for each violation of any of the above provisions of the Terms of Reference of the contract (In accordance with the Implementing Rules and Regulations of Chapter XXVIII "Refuse Disposal" of the Code on Sanitation of the Philippines), deductible from the monthly payments of the hospital concerned.

4. 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 goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
5. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and 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.

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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.

SERVO-TREAT PHILIPPINES, INC.  
By:

MS. ERICA B. BONGCAYAO, MBA  
Head, Marketing and Bidding

VALENZUELA MEDICAL CENTER  
By:

EDILBERTO V. CAVANEYRO, MD, MHA, FPCS, FPSGS  
OIC-Medical Center Chief II

SIGNED IN THE PRESENCE OF:

RAYMUND JOE B. MACUANA  
Accountant III

ACKNOWLEDGEMENT

Republic of the Philippines )  
Valenzuela City, Metro Manila) S.S.

BEFORE ME, a Notary Public for and in Valenzuela City, this JAN 30 2025 day of \_\_\_\_\_ 2025, personally appeared the following:

NAME	GOV'T. I.D.	DATE/PLACE ISSUED
ERICA B. BONGCAYAO		
EDILBERTO V. CAVANEYRO, MD, MHA, FPCS, FPSGS	PRC ID No. 0069327	Manila

Known to me and to me known to be same persons who executed the foregoing agreement and acknowledged to me that the same is their free, voluntary act and deed and of the entity duly represented.

This instrument consisting of eight (8) pages including this page, whereupon this acknowledgement is written, refers to Supply Agreement, signed by the parties and their witnesses on every page and proper spaces hereof.

WITNESSES MY HAND AD SEAL, this JAN 30 2025.

Doc. No. PI;  
Page No. 39;  
Book No. 1;  
Series of 2025.

**ATTY. CHERRY LYNNE S. DANAO**

Notary Public  
Until December 31, 2025  
Admin Matter No. 105(2-6-2024/12-31-2025)  
PTR No. 7032672; 1-02-25; QUEZON CITY  
IBP No. 492268; 1-02-25; QUEZON CITY  
Roll No. 47544  
MCLE No. VII-0007339  
Email Address: clsd\_2009@yahoo.com  
#192 Filinvest II Rd. Batasan Hills Q.C.

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