
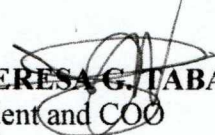
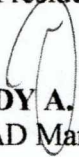
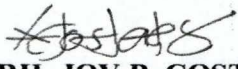
	JOHN HAY MANAGEMENT CORPORATION	Document Code	JHMC-Corp Plan-Form 01
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FOR :  **ALLAN R. GARCIA**
 President and CEO

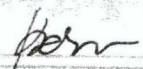
THRU :  **JANE THERESA G. TABALINGCOS**
 Vice President and COO

FROM :  **ZALDY A. BELLO**
 SEZAD Manager


APRIL JOY B. COSTALES
 Business Center Assistant

DATE : **21 February 2018**

SUBJECT : **Scope of Services for the Procurement of Solid Waste Collection and Disposal.**

JOHN HAY MANAGEMENT CORPORATION
 22 FEB 2018
 BY:  @ 1:00pm

I. BACKGROUND

John Hay Management Corporation (JHMC) is in charge in managing the solid wastes emanating from Mile Hi Center (Inbound Pacific Inc.), Cottage 660 (Cantinetta), Cottage 661 (Rustans Coffee Corporation – Starbucks). As such, there are two (2) additional locators namely: SC Reservations Inc. (IHG) and Tree Top Adventure Baguio Inc. (TTABI) who shall inherit the same benefits since they are included in the budget for CY 2018 as certified by the Budget Officer.

This scope of services adopts salient and applicable provisions stipulated in Republic Act 9003 or otherwise known as the Ecological Solid Waste Management Act of 2000.

Solid wastes refer to all discarded household, commercial wastes, non-hazardous institutional and industrial wastes, street sweepings, construction debris, agricultural waste and other non-hazardous / non-toxic solid wastes.

On 08 December 2017, the Business Center Assistant submitted a proposal for the extension of service contract for McBeans Junk Shop on a month to month basis until procurement of long term service provider. Pursuant to the JHMC Board Resolution No. 2017-1214-239, the JHMC Board of Directors approved the proposal for the extension of service contract during

the Board Meeting held on December 14, 2017 and the effectivity date will be from January 1, 2018 to March 31, 2018.

II. SCOPE OF SERVICES

A. General Objectives

The overall objective of this undertaking is the collection and hauling of solid wastes generated within the Mile Hi Center (IPI), Cantinetta and Starbucks 661, SC Reservation Inc. (IHG) and Tree Top Adventure Baguio Inc. and disposing the same to authorized disposal sites in accordance with the stipulations of Republic act 9003 or the Ecological Solid Waste Management Act of 2000 and its Implementing Rules and Regulations.

JHMC seeks to procure an independent service provider / contractor (referred to as the **“Winning Bidder”**) to:

- a. Collect and haul solid wastes at Mile Hi Center (IPI), Cantinetta, and Starbucks 661, SC Reservation Inc. (IHG) and Tree Top Adventure Baguio Inc. on a daily basis from 10:00 PM onwards but not later than 12:00 MN.
- b. Collect and haul solid wastes as the need arises when a larger volume of solid wastes are accumulated upon request by JHMC.
- c. Dispose hauled and collected solid waste to authorize disposal sites in accordance with RA 9003 / Ecological Solid Waste Management Act of 2000 and its Implementing Rules and Regulations.
- d. Submit monthly proof or evidence of disposal to authorize disposal sites (tipping fees, receipts, among others).

B. Duration of Contract

The Contract shall be from **April 1, 2018 to December 31, 2018** effective upon signing of the Contract.

C. Extension of Contract

The contract shall be automatically extended on a monthly basis without need of executing an Extension Contract, in cases when procuring entity (JHMC) has not completed the procurement activities required due to circumstances beyond its control.

The Contract may be extended until the new contract is awarded to the new service provider / contractor subject to limitations provided by the Government Procurement Policy Board

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Resolution No: 03-007 entitled “*Approving and Adopting the Revised Guidelines on the Extension of Contract for General Support Services.*”

D. Approved Budget

The JHMC approved budget is **Seven Hundred Eighty Thousand Pesos (Php 780,000.00) annually.**

E. Manner of Payment

The Winning Bidder shall bill JHMC monthly for services rendered in the amount stated in the bid price duly accepted by JHMC. Billing shall be submitted not later than the 5th day of the ensuing month reckoned from the last date of each month.

JHMC shall pay the Winning Bidder within 10 working days from the receipt of all documents required by JHMC for payment, including but not limited to the Statement of Account and other supporting documents that may be required. A Detailed Report of Solid Waste Collection for each payment period indicating therein the volume of waste collected shall be attached to the billing.

F. Responsibility of the Parties

A. JHMC shall

A1. Provide Trash Bins

*A2. Ensure payment of the Winning Bidder **on time.***

B. The Winning Bidder shall

B1. *Ensure the collection and hauling of solid wastes on a daily basis from 10:00 PM onwards but not later than 12:00 MN.*

B2. *Collect and haul solid wastes as the need arises or when a larger volume of solid wastes are accumulated.*

B3. *Dispose hauled and collected solid wastes in authorize disposal sites in accordance with the standards set forth in RA 9003. “No dumping of solid wastes shall be made to drains, sewers, open lands, quarries, rivers, channels, swamps, or other locations not officially designated. The Winning Bidder shall at all times supervise its workers and inspect their activities to ensure that unauthorized dumping does not occur”.*

B4. *Provide vehicles, materials, manpower necessary in the conduct of solid wastes collection and disposal related tasks.*

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B5. *Submit to JHMC a detailed report of solid waste collection and disposal within fifteen (15) days reckoned from the last day of each month for monitoring and performance evaluation and billing purposes.*

B6. *Report to JHMC Business Center any issues or concerns encountered during the collection and hauling.*

B7. *Provide the same services in other areas upon request by JHMC. JHMC shall provide additional funding for the purpose based on the volume of wastes generated in such events or circumstances.*

B8. *Submit monthly proof or evidence of disposal to acceptable disposal sites (tipping fees, receipts, among others).*

B9. *Faithfully observe and comply with all applicable rules and regulations inside the John Hay Special Economic Zone and that of JHMC.*

G. Other Conditions

A1. *The Winning Bidder shall enter into a contract with JHMC expressly stating therein that it is an independent service provider, possesses necessary machinery to perform all the obligations stated therein to conduct the business.*

A2. *Nothing herein shall be construed as establishing an employer – employee relationship between JHMC and the Winning Bidder and/or the latter's employee deployed for the collection and hauling. The winning Bidder shall be directly responsible for its personnel under its employ at all times.*

A3. *The Winning Bidder shall be bound to answer and/or indemnify JHMC for the cost of any damage to JHMC in the course of collection and hauling of solid waste.*

A4. *JHMC may pre-terminate the service contract for any violation committed by the Winning Bidder in any of the provisions of the contract upon written notice of JHMC.*

H. Mode of Procurement

The mode of procurement for solid waste collection and disposal for the Common Usage Service Area in the approved CY 2018 Annual Procurement Plans (APP) with PAP Code GDS-96 under **AMP-SVP.**

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