

SCOPE OF SERVICES AND REQUIREMENTS FOR THE PROCUREMENT OF SOLID WASTE COLLECTION AND DISPOSAL FOR WASTES GENERATED WITHIN VOA, BCDA COTTAGES, HISTORICAL CORE AND JHMC COTTAGES

1. Background

John Hay Management Corporation (JHMC) is in charge of managing the solid wastes emanating from the areas covering VOA, BCDA Cottages, Historical Core and JHMC Cottages.

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 wastes and other non-hazardous / non-toxic solid wastes.

2. General Objective

The overall objective of this undertaking is the collection and hauling of solid wastes generated within VOA, BCDA Cottages, Historical Core and JHMC Cottages; 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 contractor (hereinafter referred to as "**Winning Bidder**") to:

- a. Collect and haul solid wastes at the VOA, BCDA Cottages, Historical Core and JHMC Cottages on a weekly basis.
- b. Collect and haul solid wastes as the need arises when a larger volume of solid wastes are accumulated, without additional costs, upon request by JHMC.
- c. Dispose hauled and collected solid waste to authorized 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 authorized disposal sites; i.e. tipping fees, receipts, among others.

3. Duration of Contract

The Contract shall be for a period of ONE (1) YEAR commencing from the date of contract signing, and **renewable annually for a maximum of three (3) years**, subject to the result of performance evaluation, exigency of service, availability of funds, and mutual agreement of both parties.

4. Extension of Contract

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

The Contract may be extended until the contract is awarded to a new service provider subject to limitations provided by Government Procurement Policy Board Resolution No. 23-007 entitled "*APPROVING AND ADOPTING THE REVISED GUIDELINES ON THE EXTENSION OF CONTRACTS FOR GENERAL SUPPORT SERVICES*"

5. Approved Budget

The JHMC approved budget is **Two Hundred Forty Thousand Pesos (Php 240,000.00)**.

6. 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 ten (10) working days from receipt of all the 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.

7. Responsibility of the Parties

7.1 JHMC shall

- a. Provide trash bins
- b. Ensure payment of the Winning Bidder on time.

7.2 The Winning Bidder shall

- a. Ensure the collection and hauling of solid wastes on a weekly basis.
- b. Collect and haul solid wastes as the need arises or when a larger volume of solid wastes are accumulated, without additional cost on the part of JHMC.
- c. Dispose hauled and collected solid wastes in authorized 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.
- d. Provide vehicles, materials and manpower necessary in the conduct of solid waste collection and disposal-related tasks.

- e. 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.
- f. Report to JHMC any issues or concerns encountered during collection and hauling.
- g. 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.
- h. Submit monthly proof or evidence of disposal to acceptable disposal sites; i.e. tipping fees, receipts, among others.
- i. Faithfully observe and comply with all applicable rules and regulations inside the John Hay Special Economic Zone and that of JHMC.

8. Other Conditions

- 8.1 The Winning Bidder shall enter into a contract with JHMC expressly stating therein that it is an independent service provider and that it possesses necessary machinery to perform all the obligations stated therein to conduct the business.
- 8.2 Nothing herein shall be construed as establishing an employer- employee relationship between JHMC and the Winning Bidder and/or the latter's employees deployed for the collection and hauling. The Winning Bidder shall be directly responsible for its personnel under its employ at all times.
- 8.3 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.
- 8.4 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.
- 8.5 No increase of fee shall be made by the Winning Bidder within the specified duration of the contract.

9. Mode of Procurement

The mode of procurement for collection and disposal of solid wastes in the approved CY 2020 Annual Procurement Plan is **Small Value Procurement**.