

SOLID WASTE COLLECTION AND DISPOSAL UNDER CUSA 2022

I. SCOPE OF SERVICES

A. General Objectives

The overall objective of this undertaking is the collection and hauling of solid waste generated within the Inbound Pacific Inc. (*Mile Hi Center*), Cantinetta, Rustans Coffee Corporation (*Starbucks 661*), SC Reservations Inc. (*IHG*), Tree Top Adventure Philippines Inc., Reviving Tradition Foods and Trading Corporation (RTFTC) - Chocolate De Batirol and FILINVEST Consortium (FILINVEST Hospitality Corporation – FHC), 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 Inbound Pacific Inc. (*Mile Hi Center*), Cantinetta, Rustans Coffee Corporation (*Starbucks 661*), SC Reservations Inc. (*IHG*), Tree Top Adventure Philippines Inc., Reviving Tradition Foods and Trading Corporation (RTFTC) - Chocolate De Batirol and FILINVEST Consortium (FILINVEST Hospitality Corporation – FHC), 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 **06 May 2022 to 05 May 2023** 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 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 for CY 2022 is amounting to **One Million Three Hundred Forty-eight Thousand Pesos (PHP 1,348,000.00) – GDS 54**, which includes a Contingency Budget amounting to *Two Hundred Twenty-four Thousand Six Hundred Forty Pesos (PHP 224,640.00) or twenty percent (20%)* of the original approved budget adopted from CY 2020.

Procurable Amount for the months covering from 06 May 2022 to 05 May 2023

Coverage	Amount	Remarks / Computation
06 May 2022 to 05 May 2023	PHP 1,123,200.00	<ul style="list-style-type: none"> • <i>ABC for the hauling, transport and disposal of the solid waste from the seven (7) main locators with direct contract with BCDA/JHMC.</i>
Contingency Budget (20%)	PHP 224,640.00	<ul style="list-style-type: none"> • <i>Amount allotted for any future additional locator who shall be paying CUSA Fee to BCDA/JHMC.</i>
ABC	PHP 1,123,200.00	06 May 2022 to 05 May 2023

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

- A.1.1** Two (2) pieces sixty liters hard plastic with metal frame, with biodegradable and non-biodegradable label, black and yellow in color and with JHMC logo.
- A.1.2** Fifty gallons capacity hard plastic with cover, handle and wheel, green in color and with JHMC logo.

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 is accumulated without additional cost on the part of JHMC.*

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.*

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.*

A5. *JHMC may enter into an agreement with the Winning Bidder where monthly fees and charges vary in consideration of the operation of the business enterprise (business type, industry, size and so on) as recipient of the existing CUSA Services within the JHSEZ or any possible circumstances in particular.*

H. Mode of Procurement

The mode of procurement for the hauling, transport and disposal of solid waste of locators paying CUSA for year 2022 - 2023 is **PUBLIC BIDDING.**