

TERMS OF REFERENCE

For the Public Bidding for Garbage Collection and Disposal Including Sweeping of Pavement and Watering of Plants Port of Lucena, Lucena City

1. RATIONALE

This Terms of Reference (TOR) shall serve as guide to parties interested to participate in the public bidding for *Garbage Collection and Disposal Including Sweeping of Pavement and watering of plants, Port of Lucena, Lucena City*

2. OBJECTIVES

- 2.1 To maintain cleanliness of the entire port;
- 2.2 To assist and promote the thrust of the Department of Environment and Natural Resources in the advocacy campaign of ensuring awareness, appreciation and participation in the clean and green project for a better environment;
- 2.3 To engage the services of a competent contractor for Garbage Collection and Disposal Including Sweeping of Roads, Yards and Pavement, Port of Lucena, Lucena City through public bidding in accordance with Republic Act No. 9184 and its Revised Implementing Rules and Regulations; and
- 2.4 To become part in the implementation of / adhere with the existing rules and laws governing protection of public health and the environment, such as Republic Act 9003 entitled "Ecological Solid Waste Management Act of 2000" and Republic Act No. 8749 entitled "Philippine Clean Air Act of 1999", among others

3. SCOPE OF UNDERTAKING

3.1 **Areas Covered.** The areas to be covered for the services to be provided are the following:

- 3.1.1 Block 3 - Road Network including Drainage System
- 3.1.2 Block 4 - TMO Area
- 3.1.3 Block 5 - Newly Paved Back-Up Area

3.2 Scope of Work

- 3.2.1 Garbage segregation, storage, collection, transport and proper disposal;
- 3.2.2 Cultivating, trimming and watering of plant boxes;
- 3.2.3 Cleaning and declogging of drainage/canal;
- 3.2.4 Street sweeping and hauling of debris/waste materials of different types collected should be placed at designated drop-off/pick-up points such as temporary or permanent garbage bins and Materials Recovery Facility (MRF) for collection and disposal;

- 3.2.5 Composting of bio-degradable wastes and recycling/recovery of recyclable/recoverable wastes;
- 3.2.6 Such other work necessary and desirable for the beautification and maintenance of the premises.

4. TECHNICAL REQUIREMENTS

4.1. Manpower Complement

4.1.1 Garbage collection and Disposal

- 4.1.1.1 Driver - 1
- 4.1.1.2 Helper - 2

4.1.2 Sweeping of Roads, Yards and Pavement

- 4.1.2.1 Foreman - 1
- 4.1.2.2 Street Sweeper - 1

4.1.3 Cultivating, Trimming and Watering of Plants

- 4.1.3.1 Gardener - 1
- 4.1.3.2 Helper - 2

4.2 Leased/Owned Equipment (Minimum)

- 4.2.1 One (1) unit Garbage Truck including consumables (i.e. truck rental, maintenance, lubricants, fuel, etc.)
- 4.2.2 One (1) unit Water Truck with pump and hose including consumables (i.e. truck rental, maintenance, lubricants, fuel, etc.)

4.3 Materials (Minimum)

- 4.3.1 Broom with long handle - 12 pieces
- 4.3.2 Heavy Duty Dust Pan - 2 pieces
- 4.3.3 Garbage Bag - 1 lot
- 4.3.4 Two (2) Wheeler Buggy - 2 pieces
- 4.3.5 Water (fresh) - 1 lot

Frequency / delivery of the technical requirements mentioned above (i.e. manpower complement, minimum equipment requirements, materials and supplies shall be in accordance with the Schedule of Requirements prescribed in the Bidding Documents corresponding to the project

5. TERMS AND CONDITIONS

5.1 Obligation and Responsibilities of the Contractor

- 5.1.1 Sweeping of roads, yards and pavement shall be manned for eight (8) hours daily with one (1) hour noon break from Monday to Saturday for the entire contract term.

- 5.1.2 Watering of plants shall be done daily in the afternoon; and cultivating and trimming including removal of weeds and grasses shall be done once (1) a week for the entire contract term.
- 5.1.3 Collected debris/waste materials shall be properly segregated according to types (e.g. biodegradable, plastics, cans, and bottles) and placed at designated garbage receptacles or Materials Recovery Facility (MRF).
- 5.1.4 Garbage collection shall not be later than 9:00A.M. from Monday to Saturday. All Daily Garbage Collection Slips shall be duly signed by the Port Police on duty, or PPA authorized representative.
- 5.1.5 Garbage trucks must have a facility such as compartments or divisions that will ensure containment and efficient storing of collected and stored garbage while in transit.
- 5.1.6 Water trucks must have equipped with pump and hose to ensure a smooth and efficient watering of the plant boxes.
- 5.1.7 Disposal sites must have passed and approved by the Department of Environment and Natural Resources (DENR) through its issuance of applicable Environmental Compliance Certificate (ECC) or Certificate of Non-Coverage (CNC), and the Local Government Unit (LGU) concerned through execution of a Memorandum of Agreement (MOA), or any valid document certifying "CONFORME" of said LGU to the disposal of activity to be undertaken by the winning bidder. Burning or incineration of collected wastes is strictly prohibited;
- 5.1.8 Use of composting method for organic wastes, and recycling for recyclable materials;
- 5.1.9 In cases where the need arises or during peak seasons (e.g. All Saints Day, Christmas, New Year, etc.), the personnel assigned may be required by PPA to render services beyond the eight (8) hour period or during holiday or rest day. The payment of such overtime, night shift differential work, shall be paid in accordance with the applicable government rules and regulations;
- 5.1.10 Employees assigned to perform the services shall wear complete uniform and Personal Protective Equipment (PPE) required. They shall at all times wear their employees Identification Card and Port Access Pass;
- 5.1.11 The Contractor shall pay the salaries of their employees and provide them all the benefits provided under existing laws and regulation;
- 5.1.12 The Contractor shall pay taxes in full and on time, including tax withheld from salaries of workers involved/pledged to the service contract, if applicable. Failure to do so will entitle the PPA to suspend payment for any services rendered by the Contractor;

- 5.1.13 Within the duration of the Contract, a Tax Clearance from the BIR as well as a copy of its Income and Business Tax Returns stamped and received by the BIR and duly validated with the tax payments made thereon shall be presented by the Contractor to the Authority;
- 5.1.14 There shall be no employer - employee relationship between the Contractor and/or its personnel and PPA, such that the Contractor's personnel assigned to PPA are not employees of the latter, it being understood that the position of the Contractor and anyone else performing the services is that of an independent contractor. Accordingly, PPA shall not in any way be liable or responsible for any personnel injury or damage including death sustained or caused by any of the personnel of the Contractor during the lawful performance of their duties;
- 5.1.15 To guarantee the faithful performance of the winning Contractor of its obligations under the contract, it shall post a Performance Security in any of the following forms;

FORM OF SECURITY	Minimum Amount in % of Total Contract Price
Cash, certified check, cashier's/manager's check, bank draft or irrevocable letter of credit	Ten Percent (10%)
Bank Guarantee	Ten percent (10%)
Surety Bond	Thirty Percent (30%)

- 5.1.16 The Contractor guarantees and warrants the availability of all equipment, tools, materials, supplies and accessories to be used in the rendition of service under the Contract and shall provide the same on its own account and expense;
- 5.1.17 The Contractor agrees and obligates itself to restore to its original condition, on its own account, any public road, pavement, streets or open space and / or public and private property which may be damaged by the Contractor in connection with the performance of its obligation under the Contract;
- 5.1.18 The Contractor agrees and binds itself to hold PPA free and blameless from any damage, claims, liabilities or legal actions which may be brought by any third party whomsoever by reason of this Contract;
- 5.1.19 The Contractor shall strictly comply with all existing PPA rules, regulations, policies and guidelines;
- 5.1.20 The Contractor shall provide personnel, as stated under Manpower Complement of this TOR, that posses the following qualifications requirement:
- 5.1.20.1 Should not have reached the age of sixty (60);
 - 5.1.20.2 Should be able to read and write;
 - 5.1.20.3 Must be of good moral character; and
 - 5.1.20.4 Should not have been convicted for an offense, either criminally or administratively.

5.2 Rights and Authority of Philippine Ports Authority

- 5.2.1 Grant the Contractor the sole and exclusive contactor for the Garbage Collection and Disposal Services including Sweeping of Roads, Yards and Pavement, Port of Lucena, Lucena City subject of the scope of undertaking specified hereof.
- 5.2.2 PPA may cause the removal/change of personnel who violated existing laws, PPA rules and regulations and those who are found incompetent.

6. PROJECT PROCUREMENT REQUIREMENTS AND PROCEDURES

- 6.1 Procurement of the project shall be done through open competitive bidding and in accordance with the provisions prescribed in the Revised Implementing Rules and Regulations of the Republic Act No. 9184. Detailed requirements for the bidding shall be referred from applicable Sections of the Bidding Documents, particularly the Instruction to Bidders, Bid Data Sheets, Schedule of Requirements and Technical Specifications.

7. PARAMETERS FOR PAYMENT

- 7.1 For in consideration of the full satisfactory and faithful performance by the Contractor of all its undertaking defined and provided for under this Term and Conditions(TOR) and contract documents the Authority agrees to pay the amount prescribed in the agreement which shall be inclusive of 12% Value Added Tax, payment to be made monthly computed on daily basis at the unit bid price of work, actually performed, upon submission of the following supporting documents;
 - 7.1.1 Monthly Detailed Computation;
 - 7.1.2 Daily Garbage Collection Slips/Accomplishment Reports;
 - 7.1.3 Pictures taken during actual work;
 - 7.1.4 Daily Time Record (DTR) with Shifting Schedule;
 - 7.1.5 Certified photocopy of the payroll and all official receipts / special bank receipts together with the corresponding remittance list of personnel working under the AUTHORITY (Original copies to be presented for authentication).
 - 7.1.6 Inventory of Supplies and Materials.
 - 7.1.7 Remittances to SSS, Philhealth, Pag-IBIG and BIR on the tax withheld from salaries of workers involved/pledged to the service contractor.
- 7.2 Any or all payment/s to be made is/are subject to existing accounting and auditing rules and regulations.