

Republic of the Philippines
Quezon City
CITY COUNCIL

Endy
ORDINANCE NO. 6955, S-67

ORDINANCE

AUTHORIZING THE ESTABLISHMENT, EQUIPPING AND CONSTRUCTION OF A SELF-LIQUIDATING AND POLLUTION-FREE RAW GARBAGE AND REFUSE INCINERATOR WITH THERMAL POWER STATION WITHIN QUEZON CITY, AND FOR OTHER PURPOSES.

Introduced by the Committee on Public Works,
Committee on Health and Committee on Finance
Sponsored by Councilors Paredes, Mison, Jr.,
Bermudez, Lucasan, Orendain, Benitez,
and Sebastian.

Be it ordained by the Council of Quezon City
in session assembled:

SECTION 1. Definition of terms. - When used in this Ordinance and in subsequent ordinances having reference hereto, unless the context indicates otherwise -

- a. By "city" shall be meant the city government of Quezon City.
- b. By "Mayor" shall be meant the Mayor of Quezon City.
- c. By "Engineer" shall be meant the City Engineer.
- d. By "Committee" shall be meant the Advisory Committee to be created by the City Mayor, to consist among others, of the City Treasurer, City Engineer, and City Auditor.
- e. By "refuse" shall be meant garbage, rubbish, street sweeping, dead animals, paper in all its forms, scrap metals, rags, bottles and glass, rubber and other miscellaneous items that are discarded into the refuse receptacles.
- f. By "plant" shall be meant the refuse and garbage incinerator with thermal power station which the city is desirous of having in order to solve its problem of refuse disposal.
- g. By "contractor" shall be meant the individual, firm, partnership, corporation, or association who shall undertake the construction, establishment and equipping of the plant.

SECTION 2. Availability of funds. - The amount of ₱10,500,000.00 or so much thereof, as may be necessary,

wise appropriated, to be made available for the establishment, construction and equipping of the garbage and refuse disposal plant in Quezon City.

SECTION 3. Authority to borrow or contract on deferred payment plan. - In case funds, in its entirety or in part thereof, shall not be available in the city treasury for the purpose indicated in the next preceding section, the Mayor, is hereby authorized either to negotiate or to borrow from any reputable banking or lending institution in the Philippines or abroad, the amount necessary for the project stated above and to enter into contract with any reputable individual, firm, corporation, partnership or association on a deferred payment plan for the construction and equipping of the garbage and refuse disposal plant to be determined thru public bidding for the principal amount stated in the preceding section at the rate of not more than 8% per annum, PROVIDED, that the City Council will set aside from any funds available in the city treasury in the next fiscal year, the amount of not more than 25% of the total amount of the cost of the project as determined thru public bidding, and that the Mayor, is hereby authorized to release said amount upon opening of the corresponding letter of credit to the winning bidder; PROVIDED, FURTHER, that the establishment, construction and equipping of this plant will be subject to the approval of the authorities concerned and within the priorities or guidelines established by the Monetary Board and the National Economic Council; PROVIDED, FINALLY, that the City shall operate and manage the plant on a selfliquidating basis for which the Mayor is also authorized upon authority from the City Council and approval of the authorities concerned, to sell and dispose of the products of the plant and that the net proceeds to be realized there from shall accrue as a sinking or revolving

fund to be applied exclusively to the annual amortization of the repayment of the loan on deferred payment plan for the maintenance and operation of the garbage and refuse disposal plant.

In case the City would not be in a position to set aside the amount of 25% of the total amount of the cost of the project as provided in Section 3 hereof, the same may be taken either thru public bidding or negotiated sale of at least ten (10) hectares out of the 15.37 hectares owned by this City for dumping sites inasmuch as the maximum area needed as stated in Section 4 hereof is 1.5 hectares only, and whatever deficiency in the sale of this lot will be covered from the funds of the city.

SEC. 4. Location of the plant. - The City shall immediately upon signing of the contract for the construction and equipping of the desired plant, provide for the plant site of not less than 15,000 square meters, within the area now being used for dumping of garbage and refuse.

SECTION 5. When to construct and equip. - The contractor shall undertake, within 21 months from the date of the opening of the letter of credit, the construction and equipping of the disposal plant for Quezon City which must have a capacity of not less than three hundred (300) tons of raw refuse per day.

SECTION 6. Advisory Committee. - The Mayor is hereby authorized to create an Advisory Committee which shall give or extend advice on the satisfactory operation and maintenance of the plant.

SECTION 7. Scope of work. - The work to be done as herein authorized shall include the following:

- a. Submission of adequate and complete drawings, showing plans, sections, elevations, systematic

diagram of flow process and necessary details to clearly describe the plant to be constructed.

- b. *Furnishing of all labor, materials, machineries, equipment needed for the construction and equipping of the plant.*
- c. *Empoyment of an adequate number of technological skilled and semi-skilled personnel necessary for the equipping of the plant.*

SECTION B. Schedule of equipment. - In addition to the filling of the confidential statements by the contractor prior to receiving the necessary specifications, the contractor shall indicate the country of origin and experience of the equipment to be used in his proposal. He shall list the type, size, make and condition of the machines and other equipment that will be used in setting up the garbage and refuse disposal plant; PROVIDED, HOWEVER, That the winning contractor or bidder shall be a duly authorized representative of a qualified manufacturer or supplier with experiences in the delivery, manufacture, installation and operation of an incinerator and thermal power, station; PROVIDED, FURTHER, THAT the Mayor shall rescind the contract even after it shall have been awarded upon showing that the contractor, his manufacturer or his supplier has none of the above qualifications.

In the event that the contract shall be terminated, the city shall confiscate the performance bond and award the contract to the other most advantageous bidder.

SECTION 9 . Commencement, prosecution and completion of the construction work. - Within thirty (30) calendar days after the opening of the letter of credit, the contractor (winning bidder) shall commence work. Failure to complete the construction, establishment and equipping of the plant within 24 calendar months from the opening of the letter of credit shall render the contractor liable to the city for the payment of liquidated damages in the sum of one thousand pesos (1,000.00) Philippines currency

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for each calendar day of delay.

SECTION 10. A bidder's bond in the amount of P200,000.00 in the form of a cashier's check or negotiable letter of credit and a surety bond in the amount of P300,000.00 to cover the supply of machinery and equipment and the local work respectively, shall be required. A performance bond in case of award in the amount of P500,000.00 in the form of a surety bond shall be required of the winning bidder upon signing of the contract.

SECTION 11. This Ordinance shall take effect upon its approval.

ENACTED, April 19, 1967.

(SGD.) MARIANO M. STA. ROMANA, JR.
Vice Mayor
Presiding Officer

ATTESTED:

(SGD.) FELIPE L. TING
City Secretary

APPROVED: May 9, 1967

(SGD.) N. S. AMORANTO
City Mayor