

## SCOPE OF SERVICES

### 1. General Objectives

The John Hay Management Corporation (JHMC) seeks to procure the services of a manpower service contractor (hereinto referred to as the “**Winning Bidder**”) to:

- a. Provide janitorial and ground maintenance services with manpower requirement of **one (1) Overall Supervisor and two (2) personnel** to ensure the cleanliness, sanitation and beautification of the following facilities and common areas within:
  1. Mile Hi Center (Inbound Pacific Inc.)
  2. Cottage 660 (Cantinetta)
  3. Cottage 661 (Starbucks)
  4. Tree Top Adventure Baguio Inc.
  5. SC Reservations Inc. (IHG)
  6. Reviving Tradition Foods and Trading Corporation (Chocolate De Batirol)
  7. Other areas within the jurisdiction of JHMC upon written request by the Management.
- b. Report maintenance problems, if any, in the designated areas of responsibility
- c. Provide janitorial and gardening supplies & equipment.
- d. Perform other functions from time to time, upon request of JHMC.

### 2. Duration of Contract

The Contract shall be valid 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.

### 3. Extension of Contract

The Contract shall be automatically extended on a month to month basis without need of executing and Extension of 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 the revised Guidelines on the Extension of Contract for General Support Services”.

#### **4. Approved Budget**

The JHMC approved budget for the procurement of janitorial and ground maintenance services for CY 2019 is amounting to **Four Hundred Seventy-five Thousand Eight Hundred Eighty-three Pesos and Ninety-eight Centavos (PHP 475,883.98)**

#### **5. Manner of Payment**

The Winning Bidder shall bill JHMC twice a month for services actually rendered. Billings shall be submitted reckoned from the last date of each schedule as follows:

- a. Billing for the 1<sup>st</sup> and 15<sup>th</sup> day of the month shall be submitted on the 16<sup>th</sup> day of the month until the last day of the month.
- b. Billing for the 16<sup>th</sup> to end of the month shall be submitted from 1<sup>st</sup> to 15<sup>th</sup> day of the following month.

Billings not submitted within fifteen (15) days shall be declared FREE OF CHARGE.

Billings shall be based on the actual number of days worked during the billing period and shall include special and legal holidays with corresponding items of payments.

Payment for overtime or services rendered during special or legal holidays shall only be allowed upon submission of a duly approved Overtime Request Form and Accomplishment Report for the Overtime undertaken as verified by JHMC personnel authorized for the purpose.

JHMC shall pay the Winning Bidder within ten (10) working days from the 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 Accomplishment Report for each payment period indicating therein the manner in which duties were rendered shall be attached to the billing.

#### **6. Responsibility of the Winning Bidder**

The Winning Bidder, upon effectivity of the contract, shall provide manpower requirements of one (1) overall supervisor and two (2) personnel with the following duties.

##### **6.1 Scope of Works**

- a. Collecting/gathering and disposal of fallen pine needles, cones, twigs, branches, and other yard and garden wastes/debris. Common areas shall be serviced continuously during regular hours to ensure cleanliness and orderliness.
- b. Planting or replacement planting of ornamental/flowering plants along the common areas.
- c. Care and enhancement activities for the pocket gardens and landscapes.

- d. Trimming of hedges and other overgrown ornamentals as necessary.
- e. Sustained protection and general maintenance of all gardens and landscapes of the locators.
- f. Cleaning of trash receptacles / trash bins.
- g. Cleaning of drainages, gutters and water pathways along the common areas.
- h. Repainting of necessary road signage such as but not limited to road humps and etc. along the common areas.
- i. Other related gardening and horticultural services as may be instructed by JHMC.

**Other Duties:**

- a. The personnel shall submit to JHMC an accomplishment report every fifteen (15) days (ex: every 1<sup>5th</sup> and 30<sup>th</sup> day of the month) for monitoring and performance evaluation and billing purposes.
- b. The personnel shall render eight (8) hours of work daily, six (6) days a week, except on the personnel's designated rest day. The number of working days shall be twenty-six (26) days; however, only the actual number of workdays and man-hours spent shall be charged for billing purposes.
- c. Other related duties as may be required by JHMC.

**6.2 To provide the following supplies and equipment:**

**A. Monthly**

<b>Item Name / Description</b>	<b>Unit</b>	<b>Quantity per month</b>
Broom Stick	piece	15
Trash Bag (3 x 5) 200 pcs	pack	1
Rubber Gloves	pair	6
Gasoline	liters	10
Nylon wires / string (plastic) 4 meters	pack	1

**B. One- time**

<b>Item Name / Description</b>	<b>Unit</b>	<b>Quantity (one time delivery)</b>
Wheelbarrow	piece	2
Rain Coats	piece	6
Rain Boots	pairs	6
Dustpan with cover	piece	6
Pruning Shears (heavy duty)	unit	2
Grass Trimmers (heavy duty)	unit	2
Bolo	unit	3
Lawn Rake	unit	2
Blower, heavy duty for pine needles	unit	2

6.3 The Winning Bidder shall provide extra personnel if during the term of the Contract the JHMC see the need for an increase in the number of personnel. The working days for the additional manpower shall as necessary to be determined by JHMC. JHMC shall provide additional funding for the purpose.

6.4 All personnel to be deployed shall be reliable, trained, courteous, cooperative, and have secured their corresponding NBI Clearances. They must wear proper uniforms and identification Cards (ID's). furthermore, they shall be physically fit for the job as evidenced by a medical certificate issued within the month before the commencement of duties submitted to JHMC.

6.5 JHMC has the right to demand the replacement of personnel found to be unqualified and/or not performing work satisfactorily.

6.6 Relievers and/or replacements shall be made available at all times to ensure continuous and uninterrupted service.

## **7. Other Conditions**

7.1. The Winning Bidder shall make an express statement under contract that it is an independent service provider, possess necessary machinery to perform all obligations stated herein and is duly registered entity to conduct such business.

7.2. The Winning Bidder shall comply with all provisions of the Labor code. Any finding by JHMC of violation of this shall be ground to terminate the contract.

7.3. The Winning Bidder shall ensure that the daily minimum wage as determined by the Regional Tripartite wage and Productivity Board (RTWPB) be complied with the adjusted accordingly whenever new wage orders and labor guidelines are approved.

7.4. Services rendered beyond eight (8) hours or the number of hours; and/or authorized works during special and legal holidays shall be compensated in accordance with the existing Labor Code and shall be included in the billing.

7.5. The Winning Bidder shall secure accident insurance over its employees who shall be deployed at JHMC. Proof of the insurance shall be submitted before the commencement of duties.

7.6. Nothing herein shall be construed as establishing an employee-employer relationship between JHMC and the Winning Bidder and/or the latter's employees deployed at JHMC. The Winning Bidder shall be directly responsible for its personnel under its employ at all times.

7.7. The Winning Bidder shall be bound to answer and/or indemnify JHMC for the cost of any damage to or loss of any JHMC property which is due or sustained through the fault of its personnel. The Winning Bidder's personnel shall submit their belongings for inspection by the security personnel/guards on duty upon entering and leaving JHMC premises.

7.8. Supplies and materials provided by the Winning Bidder shall be subjected for inspection prior to use by its personnel in the performance of their designated duties and responsibilities; and replenishment thereof shall be under the responsibility of the Winning Bidder.

7.9. JHMC may pre-terminate the service contract for any violation committed by the Winning Bidder in any of the provisions of the contract.

7.10. The Winning Bidder shall ensure and guarantee that the salaries of its Service Personnel deployed in JHMC are properly paid on time. The Winning Bidder shall make arrangements with any reputable Philippine Commercial Bank to provide ATM services to its personnel through which payment of the personnel's wages and other benefits could be coursed through.

7.11. The Winning Bidder shall submit every quarter duly certified true copies or proof of payment of all its obligations under provision of the Social Security System (SSS) Law, Employees Compensation Act, RA 7875 or the National Health Insurance Act of 1995 (Philippine Health Insurance Corporation), HDMF, and other pertinent statues presently in force and effect.

7.12. The JHMC reserved the right to conduct a performance evaluation on the Winning Bidder in a quarterly basis. A rating of unsatisfactory for two quarters shall be ground for termination of the contract upon written notice by JHMC to the Winning Bidder.

7.13. JHMC shall not in case be liable for the obligation of the Winning Bidder to its employees.

## **8. Other Conditions**

There are four (4) major components of the Bid Price:

8.1 Direct Labor Cost includes the following:

- a. Basic pay for 8 hours work per day
- b. 5-day Incentive Leave Pay
- c. 13<sup>th</sup> Month Pay
- d. Additional pay for all special and legal holidays

8.2 Remittances / Contributions to Government Institutions:

- a. Social Security System Premium Contributions

- b. Philippine Health Insurance Corporation (PhilHealth) Contributions
- c. HDMF / PAG-IBIG Contribution
- d. Employees Compensation Commission (ECC)
- e. Others, as mandated by applicable Laws.

8.3 Administrative Cost for janitorial personnel to include supply and materials.

8.4 Taxes and Profit Margin

- a. Value Added tax (VAT) as mandated by Law.
- b. Allowance for profit

## **9. Other Conditions**

9.1. Within a maximum period of ten (10) calendar days from the receipt of the Notice of Award (NOA) from JHMC and in no case later than signing of the contract between the Winning Bidder and JHMC, the Winning Bidder shall submit to JHMC a Performance Security in the form prescribed in the Bidding Documents to guarantee faithful performance of the Winning Bidder of its obligations under the contract.

9.2. The Performance Security in favor of JHMC shall be in an amount equal to a percentage of the total contract price in accordance with the schedule provided for in Section 39.2 of the IRR of RA 9184. This will provide guarantee for payment for losses and/or damages to property aside from faithful performance of the Winning Bidder's obligations under the Contract.

9.3. The performance security shall be dominated in Philippine Peso and posted in favor of JHMC, which shall be forfeited in the event it is established that the Winning Bidder defaults in any of its obligations under the contract.

9.4. The performance security shall remain valid until issuance by the procuring entity of the final Certificate of Appearance.

9.5. The performance security may be released by the JHMC after the issuance of the Certificate of Appearance, subject to the following conditions:

- a. JHMC has no claims filed against the Winning Bidder.
- b. It has no claims for labor and materials filed against the Winning Bidder; and
- c. Other terms of the contract.

9.6. In case of failure, refusal or inability of the Winning Bidder to post required performance security, the Bids and Awards Committee (BAC) shall disqualify the Winning Bidder, declare a failure of bidding and conduct a re-bidding, as provided for in section 40 of the IRR of RA 9184.