

SCOPE OF SERVICES FOR THE PROCUREMENT OF JHMC GENERAL FOREST CARE SERVICES FOR CY 2019

I. GENERAL OBJECTIVE

The **John Hay Management Corporation (JHMC)** seeks to procure the services of a manpower service contractor (hereinafter referred to as “Service Provider”) to provide the following forest care services in selected areas of the JHSEZ and JHRA:

- 1.1 Conduct of Fireline Maintenance activities including production and/or planting of green break/greenbelt species in fire-prone areas of the JHRA.
- 1.2 Conduct of tree Pruning activities.
- 1.3 Conduct of Thinning operations in dense stands of Benguet pine trees for better growth.
- 1.4 Conduct of Assisted Natural Regeneration (ANR) activities.
- 1.5 Conduct of Enrichment planting activities within selected areas of the JHRA.
- 1.6 Conduct of Plantation follow-up and maintenance activities.
- 1.7 Conduct of Vegetative restoration activities in eroded slopes of the Reservation.
- 1.8 Conduct of other emergency forest-management related activities as may be assigned by JHMC (e.g. retrieval operations of typhoon-damaged trees)

II. QUALIFICATIONS

All Forest Care personnel under the employ of the Service Provider shall at least be graduates of secondary education with experience in forest protection activities such as, but not limited to, the abovementioned silvicultural and forest care services.

III. APPROVED BUDGET

Under the approved JHMC COB for CY 2019, the approved budget for the procurement of JHMC Contract of Services for General Forest Care Services is Six Hundred Sixty-five Thousand Pesos (**Php 665,000.00**).

IV. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER:

1. Upon effectivity of the Contract, the Service Provider shall provide manpower requirements comprised of three (3) personnel who shall render the following silvicultural and forest care services:

1.1 Maintenance of firelines and green breaks /greenbelts:

- a) Cut and/or gather and properly dispose all combustible materials within the established firelines in the JHRA such as, but not limited to, dried pine needles, fallen branches, grasses, weeds.
- b) Plant suitable green break species along selected portions of the firelines.
- c) Haul all collected non-biodegradable solid wastes from the firelines to the nearest ranger station for final hauling and disposal.
- d) Absolutely no burning to be conducted within the forest.

1.2 Conduct of thinning activities in dense stands of Pine trees:

- a) Cut and gather identified unwanted pine poles and saplings within selected stands of pine trees within the JHRA.
- b) Haul out all cut and gathered poles and other wood wastes to the staging area designated by JHMC-EMD.

1.3 Conduct of ANR activities:

- a) Conduct brushing and/or ring-weeding activities in selected areas within the JHRA with dense natural regeneration or pine *wildlings*.
- b) Put stakes on liberated individual wildlings to serve as markers during future monitoring of ANR subjected areas.

1.4 Conduct of Pruning activities :

- a) Conduct pruning of selected live pine trees having branches posing danger to lives and properties as identified by JHMC EMD.
- b) Properly paint all pruned tree parts.

1.5 Conduct of enrichment planting activities:

- a) Plant indigenous and other suitable tree species within identified inadequately-stocked areas of the JHRA as a measure to increase tree density.
- b) Conduct replanting and other needed follow-up and maintenance two (2) months after planting as a measure to ensure better growth and survival rate.

1.6 Conduct of forest tree/wood wastes gathering within the JHRA:

- a) Gather all abandoned logs, branches, tops and other wood wastes within selected areas of the JHRA as part of sanitation cleaning operations.
- b) Haul all gathered forest wood wastes to the staging area designated by JHMC for custody and proper disposition. (The wood waste materials may be disposed for firewood use).

1.7 Conduct of vegetative restoration activities in eroded slopes:

- Plant indigenous and/or other fast-growing species in identified eroded slopes to rehabilitate the area.

2. Supplies/Tools/Equipment:

The following tools/equipment shall be provided by the Service Provider but shall be included as part of Administrative Cost. Upon termination of the Contract, the listed tools /equipment shall be turned over in good working condition to the Administrative Services Department (ASD) and shall become the property of JHMC:

Item	Unit	Quantity
Japanese hoe	Piece	4
Grub hoe	Piece	4
Spading Fork	Piece	4
Shovel (pointed blade)	Piece	4
Wheelbarrow	Unit	2
Pruning saw	Piece	4
Crowbar	Piece	2
Log Tongs	Piece	2
Axe	Piece	2
Chainsaw (18" blade)	Unit	1
30-meter nylon Rope	Roll	1
Bolos	Piece	3
Sickle	Piece	4
Garden rake	Piece	6

Rubber boots	Pair	3
Leather Gloves	Pair	3
Safety hats	Piece	3
Raincoats	Piece	3
<p>Note:</p> <ol style="list-style-type: none"> 1. Provision of these supplies/tools/equipment shall be made within one (1) month from the issuance of the Notice to Proceed (NTP). 2. Ensure that these are all of durable quality. 		

3. PERSONAL PROTECTIVE EQUIPMENT

The Service Provider shall provide the necessary personal protective equipment (PPE) to its personnel to ensure their safety in the performance of their duties and responsibilities. These PPEs shall include safety hats, coveralls, rain boots, raincoats, goggles, and working gloves among others .

4. REPORTORIAL DUTIES

- a. The personnel deployed shall submit to JHMC (hereinafter referred to as End-User) an accomplishment report every fifteen (15) days (i.e. every 15th and 30th day of the month) for billing as well as for monitoring and performance evaluation purposes.
- b. The Service Provider shall submit to JHMC-EMD a quarterly accomplishment report as basis for performance evaluation.
- c. Forest care personnel shall immediately report to the End-User unserviceable or malfunctioning tools/equipment so that replacements can readily be provided, hence not hampering operations.
- d. Forest care personnel assigned (including relievers and/or replacements) shall submit to the End-User a copy of their pay slip within seven (7) working days from receipt of their salaries.

V. OTHER DUTIES AND RESPONSIBILITIES

1. All 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 for each personnel per month shall be twenty-six (26) days, however only the actual number of workdays spent shall be charged for billing purposes.
2. The Service Provider shall comply with pertinent provisions of the Labor Code including any subsequent amendment (s) thereto.
3. All personnel to be deployed shall be courteous, reliable, dependable, cooperative, diligent, and honest.
4. They shall present to JHMC their corresponding National Bureau of Investigation (NBI)Clearances.
5. They must wear proper uniforms and identification cards (IDs).
6. They should be physically fit for the job as evidenced by a medical certificate issued within a month before the commencement of duties and submitted to JHMC.
7. JHMC has the right to demand the replacement of personnel found to be not qualified, dishonest, and/or not performing work satisfactorily.
8. Relievers and/or replacements shall be made available at all times to ensure continuous and uninterrupted service.
9. All forest care personnel shall attend tool box meetings as required by the End –User with prior notice to the Service Provider. In case the End-User requires a meeting with the Service Provider or its duly authorized representative, prior notice shall be served by the End-User.

VI. DUTIES AND RESPONSIBILITIES OF JHMC:

1. Ensure access of all forest care personnel into the selected areas to conduct forest care services.
2. In case of bad weather conditions, the End-User shall have the option to re-assign forest care personnel to the nursery and /or the Historical Area to perform nursery , gardening and/or other related landscape maintenance activities .
3. Assign forest care personnel in clean-up drives or similar activities of JHMC as needed with prior notice to the Service provider.
4. Conduct tool box meetings with the personnel deployed to monitor the progress of operations as well as to address any issues and concerns.
5. Conduct a quarterly performance evaluation of the Service Provider.

VII. DURATION OF CONTRACT

1. The Contract shall be for a period of twelve (12) months commencing on 01 July 2019 until 30 June 2020.
2. Extension of Contract shall be governed by the Government Procurement Board Resolution No. 23-007 entitled "*APPROVING AND ADOPTING THE REVISED GUIDELINES ON THE EXTENSION OF CONTRACTS FOR GENERAL SUPPORT SERVICES*".

VIII. MANNER OF PAYMENT

1. The Service Provider shall bill JHMC twice a month for services actually rendered.
2. Billings shall be submitted reckoned from the last date of each schedule as follows:
 - a. Billing for the 1st to 15th day of the month shall be submitted from 16th day of the month until the last day of the month.
 - b. Billing for the 16th to end of the month shall be submitted from 1st to the 15th day of the ensuing month.
 - c. Billing 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.
 - d. Payments for overtime of services rendered during the special or legal holidays shall only be allowed upon the submission of a duly approved Overtime Request Form (*attached as Annex "A"*) and Accomplishment Report for the overtime undertaken as verified by JHMC personnel authorized for the purpose.
 - e. JHMC shall pay the Service Provider 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.
 - f. An Accomplishment Report with photodocumentation for each payment period including therein the manner in which duties were rendered shall be attached to the billing.

IX. OTHER CONDITIONS

1. The Service Provider shall make an explicit statement in the contract that it is an independent service provider, possesses necessary machinery to perform all the obligations stated herein and is duly registered entity to conduct such forest management services.
2. The Service Provider shall comply with all provisions of the Labor Code. Any findings by JHMC of violations to this provision shall be a ground to terminate the contract.
3. The Service Provider shall ensure that the daily minimum wage as determined by the Regional Tripartite wage and Productivity Board (RTWPB) be complied with and adjusted accordingly whenever new wage orders and labor guidelines are approved.

4. Services rendered beyond eight (8) hours or the required number of hours and/or authorized works during special and legal holidays shall be compensated in accordance with existing Labor Code and shall be included in the billing.
5. The Service Provider shall secure accident insurance over its employees who will be deployed at JHMC. Proof of the insurance shall be submitted within a month before the commencement of duties.
6. Nothing herein shall be construed as establishing an employer-employee relationship between JHMC and the Service Provider and/or the latter's employees deployed at JHMC. The Service Provider shall be directly responsible for its personnel under its employ at all times.
7. The Service Provider 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.
8. Supplies and materials provided by the Service Provider shall be subject to 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 Service Provider.
9. JHMC may pre-terminate the service contract for any violation committed by the Service Provider in any of the provisions of the contract.
10. The Service Provider shall ensure and guarantee that the salaries of its Service Personnel deployed in JHMC are properly paid on time. The Service Provider shall make arrangements with any reputable Philippine commercial bank to provide ATM Services to its personnel through which payment of the personnel's wages could be coursed through.
11. The Service Provider shall submit at the end of contract a duly certified true copies of proof of payment of all its obligations under the provisions of the Social Security Service (SSS) Law, Employees Compensation Act, RA 7875 or the National Health Insurance Act of 1995 (Philippine Health Insurance Corporation), HDMF, and other pertinent statutes presently in force and effect.
12. The JHMC reserves the right to conduct a performance evaluation on the Service Provider on a quarterly basis. A rating of unsatisfactory for two quarters shall be a ground for termination of the contract upon written notice to the Service Provider.
13. Finally, it shall be stated in the contract that JHMC shall not in any case be liable for the obligation of the Service Provider to its employees.

X. COST COMPONENT OF THE BID (Monthly)

The bid price shall have four (4) major components:

1. Direct Labor Cost includes the following:
 - a. Basic pay for 8 hours work per day
 - b. 5-day Incentive Leave Pay

c. 13th Month Pay

d. Additional pay for all legal holidays and at provision of at 3 special holidays, pro-rata.

2. Remittances/Contributions to Government Institutions:

- a. Social Security System (SSS) 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

3. Administrative Cost for forest care personnel

4. Taxes and Profit Margin

- a. VAT as mandated by law
- b. Allowance for profit

A sample Bid Price Form per forest care personnel is hereto attached as **Annex “B”**

XI. PERFORMANCE SECURITY

- A. 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 the 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.
- B. 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.

- C. The performance security shall be denominated in Philippines Pesos 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 obligation under the contract.
- D. The performance security shall remain valid until issuance by the procuring entity of the final Certificate of Acceptance.
- E. The performance security may be released by the JHMC after the issuance of the Certificate of Acceptance, subject to the following conditions:
 - 1. JHMC has no claims filed against the Winning Bidder;
 - 2. It has no claims for labor and materials filed against the Winning Bidder; and
 - 3. Other terms of the contract.
- F. In the case of failure, refusal or inability of the Winning Bidder to post the 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 9184.

XII. MODE OF PROCUREMENT

The mode of procurement for General Forest Care Services as reflected in the approved indicative APP CY 2019 with a total estimated budget of PhP 665,000.00, is Public Bidding.

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ANNEX "A"

JOHN HAY MANAGEMENT CORPORATION

(PSNL Form 5)

REQUEST FOR OVERTIME

NAME OF EMPLOYEE	DATE	HOUR		REASON
		FROM	TO	

REQUESTED BY:

APPROVED BY:

Immediate Supervisor

Department Head

DATE FILED: _____

Note: This form must be filed and approved 4 hours before overtime

ACCOMPLISHMENT REPORT

DATE	HOUR		REASON
	FROM	TO	

PREPARED BY:

NOTED BY:

Employee

Department Head

VERIFIED BY:

HR Officer

ANNEX "B"

BID PRICE PER PERSONNEL

DERIVATION OF BID PRICE PER PERSONNEL

COMPONENT	COST		
	Per Month	Per Day	Per Hour
Direct Labor Cost			
Remittances/ Contributions to Government Institutions			
Administrative Cost (Supplies and materials)			
Taxes and Profit Margin			
Total Price Per Personnel			

Total Price / Personnel (per month) _____

No. of Personnel _____

No. of months _____

Total Bid Price:

Philippine Peso (in words) : _____

Philippine Peso (in figures) - _____ .____

Prepared by:

Signature over Printed name
Capacity