

## JANITORIAL AND GROUND MAINTENANCE SERVICES 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. To provide janitorial and ground maintenance services and related goods with manpower requirement of **four (4) 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. FILINVEST Consortium (FILINVEST Hospitality Corporation)
  8. Other areas that may be added from time to time
- b. Report 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.

#### 1.1 **The Winning Bidder shall provide the following supplies and equipment:**

##### A. Delivery per Quarter

Item Name / Description	Unit	Quantity (Delivered Per Quarter)
Uniform (polo shirt with Company Logo)		
• GRAY – 2 pcs per personnel	Pieces	8
• WHITE – 2 pcs per personnel	Pieces	8
• BLUE – 2 pcs per personnel	Pieces	8

#### 1.2 **Ensure provision of the following manpower requirements:**

- a. Four (4) personnel shall render eight (8) hours 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 person-hours spent shall be charged for billing purposes.
- b. The work force requirement maybe increased upon JHMC’s written request. The working days for the additional manpower shall be determined by JHMC as the need arises. JHMC shall provide additional funding for this purpose.
- c. JHMC has the right to demand the replacement of personnel found to be unqualified and/or not performing work satisfactory.

- d. Relievers and/or replacements shall be made available at all times to ensure continuous and uninterrupted service.
- e. All personnel deployed at JHMC shall be presumed to be reliable, trained, courteous, cooperative, and have secured their corresponding pre-employment clearances. They must be presentable and must be physically fit for the job as evidence by a medical certificate issued within a month before the commencement of duties and submitted to JHMC.
- f. The Winning Bidder shall consider the specific personnel requirement of JHMC in the deployment of personnel to be assigned for this contract.

## **2. End Product / Output**

The personnel deployed shall submit to JHMC an accomplishment report every fifteen (15) days (i.e. every 15<sup>th</sup> and 30<sup>th</sup> of every month) for monitoring and performance evaluation and billing purposes.

## **3. 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 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.

## **4. EMPLOYMENT RELATIONS**

### **4.1 Nature of Employment**

There shall be no employer-employee relationship between JHMC and the Winning Bidder. The Winning Bidder represents and acknowledges that the services subject hereof is being engaged and offered by JHMC are strictly for and in relation to the janitorial and ground maintenance services of JHMC.

### **4.2 Compliance with Rules and Regulations**

The Winning Bidder shall comply the faithfully observe all rules and regulations of JHMC.

In discharging its responsibility and duties under this CONTRACT, the Winning Bidder shall exercise the care and diligence that the reasonably prudent person would exercise in taking care of his own affairs.

The Winning Bidder through its personnel shall immediately report any loss of or damage to the properties of JHMC and/or JHMC including those for which JHMC and/or JHMC is responsible within the area of jurisdiction, sustained though accident, fault, negligence, or force majeure.

## **5. DURATION / TERMINATION / EXTENSION**

### **5.1 Duration of Contract**

The Service Contract shall be valid for a period of ONE (1) YEAR commencing from **01 July 2023 to 30 June 2024**, and renewable annually for a maximum of three (3) years, subject to the result of annual performance evaluation, exigency of services, availability of funds, and mutual agreement of parties.

### **5.2 Pre-Termination**

The Winning Bidder may pre-terminate this CONTRACT for good and sufficient cause as provided by law; *provided* that written notice is submitted by the Winning Bidder to JHMC at least thirty (30) calendar days to the intended date of pre-termination and the latter accepts the cause for the same. JHMC may likewise pre-terminate this CONTRACT for any violation and/or breach of the provisions of this CONTRACT and/or any law, rule and regulation by providing a similar written to the Winning Bidder as previously stated.

### **5.3 Extension or Renewal**

The CONTRACT shall be for a period of one (1) year to be effective upon signing of the CONTRACT, subject to extension of contracts pursuant to Appendix 17 or the Revised Guideline on the Extension of Contracts for General Support Services of the Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR), unless terminated pursuant to causes stated in the contract.

Before the end of each year, JHMC shall conduct an assessment or evaluation on the performance of the Winning Bidder based on the criteria prescribed and/or upon terms and conditions mutually agreed upon by PARTIES concerned.

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 shall 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".

## 6. Approved Budget

The JHMC approved budget for the service contract of the janitorial and ground maintenance services under CUSA for CY 2023 is amounting to **One Million Seventy-Six Thousand Pesos (PHP 1,076,000.00)**.

- *Attached is the Estimated Computation for Janitorial and Ground Maintenance Services (Annex A).*

## 7. Responsibility of the Winning Bidder

The Winning Bidder, upon effectivity of the contract, shall provide manpower requirements of four (4) personnel with the following duties.

### 7.1 Daily Operation

- 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.
- Planting or replacement planting of ornamental/flowering plants along the common areas.
- Care and enhancement activities for the pocket gardens and landscapes.
- Trimming of hedges and other overgrown ornamentals as necessary.
- Sustained protection and general maintenance of all gardens and landscapes of the locators.
- Cleaning of trash receptacles / trash bins.
- Cleaning of drainages, gutters and water pathways along the common areas.
- Repainting of necessary road signage such as but not limited to road humps and etc. along the common areas.
- Other related gardening and horticultural services as may be instructed by JHMC.

### Other Duties:

- 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.
- 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.
- Other related duties as may be required by JHMC.
  - 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.
  - All personnel to be deployed shall be reliable, trained, courteous, cooperative, and have secured their corresponding pre-employment 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.

- c. JHMC has the right to demand the replacement of personnel found to be unqualified and/or not performing work satisfactorily.
- d. Relievers and/or replacements shall be made available at all times to ensure continuous and uninterrupted service.

## **9. Other Conditions**

**8.1** 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.

**8.2** 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.

**8.3** 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.

**8.4** 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.

**8.5** 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.

**8.6** 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.

**8.7** 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.

**8.8** 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.

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

**8.10** 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 arrange 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.

**8.11** 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.

**8.12** 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.

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

## **10. Other Conditions**

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

**9.1** 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

a. 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.

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

c. Taxes and Profit Margin

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

## **11. Other Conditions**

**10.1** 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.

**10.2** 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.

**10.3** 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.

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

**10.5** 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.

**10.6** 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.

John Hay Management Corporation

ANNEX A

Janitorial Services for CY 2023

Bid Evaluation of MCKLEENE PREMIUM PRODUCTS, INC

Personnel	<i>Regular Janitorial Staff (4)</i>
# of Working Days in a Month	
Daily Wage	500.00
<b>TOTAL DAILY WAGE</b>	<b>500.00</b>
<b>A</b> Amount Directly to Janitorial Staff	
Average pay per month	13,000.00
<b>Sub-Total</b>	<b>13,000.00</b>
<b>B</b> Amount Due to Government per Janitorial Staff per month	
SSS Premium	1,105.00
Employees Compensation Commission (ECC)	10.00
PhilHealth Contribution	292.50
Pag-IBIG Fund Contribution	100.00
<b>Sub-Total</b>	<b>1,507.50</b>
<b>C</b> Per annum requirement	
Total per Month (A+B)	14,507.50
multiply by number of months	12
<b>Sub-Total</b>	<b>174,090.00</b>
<b>D</b> Other Compensation per annum	
13th month pay	13,000.00
5 days incentive	2,500.00
12 Legal Holidays	6,000.00
3 Special Holidays	450.00
Retirement Benefit (R.A. 7641) (daily wage *22.5)	11,250.00
<b>Sub-Total</b>	<b>33,200.00</b>
<b>E</b> Salaries and benefits per annum per personnel	
C + D	207,290.00
multiply by: no. of personnel	4
<b>Sub-Total</b>	<b>829,160.00</b>
<b>F</b> Agency Fee (E * 10%)	<b>82,916.00</b>





JOHN HAY MANAGEMENT CORPORATION  
a member of The **BCDA** Group



Certificate Numbers:  
SCP000466Q  
SCUK004591E

G	Supplies (Employees' Uniform)	
	Fixed amount per quarter * 4 quarters	12,000.00
	multiply by: no. of personnel	4
	<b>Sub-Total</b>	<b>48,000.00</b>
H	TOTAL (E + F + G)	960,076.00
	Add 12% VAT	115,209.12
	<b>TOTAL AMOUNT</b>	<b>1,075,285.12</b>
	 <b><u>TOTAL AMOUNT</u></b>	 <b><u>1,076,000.00</u></b>