

**SCOPE OF SERVICES
FOR THE PROCUREMENT OF GENERAL SERVICES FOR FACILITIES AND
MAINTENANCE STAFF AND COTTAGE ATTENDANT CY 2023**

General Objective

John Hay Management Corporation (JHMC) as the administrator of the properties within Camp John Hay (CJH) owned by its mother corporation the Bases Conversion Development Authority (BCDA) seeks to procure manpower service provider for two (2) facilities and maintenance personnel and two (2) cottage attendant.

1. Scope of the Manpower Service Provider

1.1. Two (2) facilities and maintenance personnel duties and responsibilities:

- a. Assist the Facilities Maintenance Staff and Cottage Attendant in the conduct of repairs and replacement works especially in the following:
 - Plumbing, carpentry, electrical repairs, roofing, masonry, fabrication and welding works, etc.
- b. Assist in the conduct of regular inspections on JHMC facilities, to include equipment, structures and grounds.
- c. Assist in the conduct of preventive maintenance on JHMC facilities, to include equipment, structures and grounds.
- d. Perform other related tasks that may be assigned from time to time.

Covering the following BCDA-JHMC facilities located as listed below:

- a. JHMC Office Complex (Cottages 625-629)
- b. SEZAD/Customs Clearance Area (CCA)
- c. Historical Core:
 - Grounds: Bell House parking Area; History Trail, Pathway leading to secret garden, walkways leading to Bell Amphitheatre , Cemetery of Negativism 1 & 2, Liberty park walkways and the Liberty Loop Road.
 - Structures: Bell House, Secret garden Gazebo, Bell Amphitheatre and Latrine at Amphitheatre
- d. JHMC new office building
- e. BCDA Cottage 663 and 664
- f. VOA Loghomes 3&5
- g. Other areas within the jurisdiction of JHMC, upon request by the JHMC management

1.2. (2) cottage attendant duties and responsibilities:

- a. to conduct housekeeping and guest relation activities;
- b. sanitation and disinfection of assigned facilities;
- c. Ensures cleanliness, proper maintenance and sufficient provision of amenities at BCDA Cottages;
- d. Regularly check the properties in the cottages to ensure all items are properly accounted for;
- e. Provides satisfactory customer service to all guests billeted at the cottages.
- f. Conduct inspection and prepare reports with recommendations for any damages or repairs of the facilities.
- g. Receives bookings from BCDA and maintain proper recordings of guests/visitors and ensure no overlapping of schedules and at the same time maintain proper coordination with the JHMC supervisor or BCDA personnel.

- h. Completes the regular maintenance check list and keep records of performed maintenance procedures of the cottage facilities.
- i. Provide assistance to the Property Custodian for the inventory of JHMC/BCDA properties.
- j. Monitor and Assist the Facilities and Maintenance Staff in the conduct of minor repairs or replacement of defective or damaged facilities.
- k. Performs other functions assigned from time to time.

Covering the following BCDA-JHMC facilities located as listed below:

- a. BCDA Cottage 663 and 664
- b. VOA loghome 3&5

2. Duration/Termination/Extension of Contract

2.1 Duration and Renewal of Contract

The Service Contract shall be valid for a period of one (1) year commencing from the date of receipt and/or signing of contract and renewable annually for a maximum of three (3) years, subject to extension of contract 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), subject to the result of annual performance evaluation, exigency of service, availability of funds and mutual agreement of parties, unless terminated pursuant to causes stated in the contract.

2.2 Pre-Termination

The winning bidder may pre-terminate contract for good and sufficient cause as provided by law; provided that a written notice is submitted by the winning bidder to JHMC atleast 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 contract for any violation and/or breach of the provisions of contract and/or any law, rules an regulations JHMC should provide in writing its justification atleast thirty (30) calendar days.'

2.3 Extension of Contract

The contract shall be automatically extended on a monthly basis without need of executing an Extension 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 under Government Procurement Policy Board Resolution No. 23-007 entitled "APPROVING AND ADOPTING THE REVISED GUIDELINES ON THE EXTENSION OF CONTRACTS FOR GENERAL SUPPORT SERVICES.

3. Approved Budget

The JHMC approved budget for the procurement of General Services for Facilities and Maintiance staff and Cottage Attendant for CY 2023 amounts to **One Million Two Hundred Eighty Thousand Pesos (Php1,280,000.00)**. Attached as annex A is the estimated computation for the required manpower services.

4. 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 1st to 5th 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.

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 the submission of a duly approved overtime request form (attached as **Annex "B"**) and Accomplished Report for the Overtime undertaken as verified by any JHMC personnel authorized for the purpose.

JHMC shall pay the Winning Bidder 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.

5. Responsibility of the Winning Bidder

6.1. The Winning Bidder upon affectivity of the contract shall immediately provide manpower requirements of two (2) facilities and maintenance staff and two (2) cottage attendant.

- A. The personnel deployed shall submit to JHMC an accomplishment report every fifteen (15) days (i.e. every 15th and 30th day of the month) for monitoring and performance evaluation and billing purposes.
- B. 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

6.3. All personnel to be deployed shall be reliable, trained, courteous, cooperative, and have secured their corresponding National Bureau of Investigation (NBI) Clearances. They must wear proper uniforms and identification cards (IDs). Further, they shall be physically fit for the job as evidenced by a medical certificate issued within the month before the commencement of duties and submitted to JHMC.

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


6.5. 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 warrants under contract that it is an independent service provider, possesses necessary machinery to perform all the obligations stated herein, and is a 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 provision shall be a ground/s for the termination of 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 and adjusted accordingly whenever new wage orders or labor guidelines are issued. Any increases in wages as mandated by RTWB during the duration of the contract shall be funded by JHMC.
- 7.4. 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 the existing Labor Code and shall be included in the billing.
- 7.5. 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 which payment of the personnel's wages and other benefits could be coursed through.
- 7.6. The Winning Bidder shall submit every quarter duly certified true copies or proof of payment of all its obligations under the provision 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 statues presently in force and effect.
- 7.7. The Winning Bidder shall secure accident insurance over its employees who will be deployed at JHMC. Proof of the insurance shall be submitted before the commencement of duties.
- 7.8. Nothing herein shall be construed as establishing an employer-employee 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.
- 7.9. 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/or leaving JHMC premises.
- 7.10. Supplies/materials and equipment provided by the Winning Bidder shall be subjected to inspection prior to use by its personnel in the performance of their designated duties and responsibilities. Replenishment thereof shall be the responsibility of the Winning Bidder.
- 7.11. JHMC upon written notice may pre-terminate the service contract for any violation committed by the Winning Bidder in any of the provisions of the contract.

- 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 (2) quarters shall be a ground for termination of the contract.
- 7.13. JHMC shall not in any case be liable for the obligation of the Winning Bidder to its employees.
- 7.14. 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 JMHC, 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.
- 7.15. 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 RIRR of RA 9184. This will provide guarantee for payment of any unpaid wages, losses and/or damages.
- 7.16. The performance security shall be dominated in Philippines pesos and posted in favor of JHMC, which shall be forfeited in the event it is established that the Winning Bidder was in default in any of its obligations under the contract.
- 7.17. The performance security shall remain valid until issuance by the procuring entity of the final Certificate of Appearance.
- 7.18. The performance security may be released by the JHMC after the issuance of the Certificate of Acceptance, 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 Winner Bidder; and
 - c) Other terms of the contract.
- 7.19. In the case of failure, refusal or inability of the Winning Bidder to post the required performance Security, the Bids and Awards Committee (BAC) may disqualify the Winning Bidder, declare a failure of bidding and conduct a re-bidding, as provided for in Section 40 of the 2016 Revised Implementing Rules and Regulation of R.A. 9184.

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