

**SCOPES OF SERVICES (SOS)
PROCUREMENT OF GARDENING SERVICES CY 2017**

1. OBJECTIVE:

The John Hay Management Corporation (JHMC) requires the services of a contractor (herein referred to as "Service Provider") to provide four (4) qualified gardeners to perform the duties and responsibilities stated in this SOS.

2. QUALIFICATIONS:

The gardeners to be deployed by the Service Provider shall have the following qualification(s):

- a) Must have a National Certification II (NCII) in Landscape Installation and Maintenance or Horticulture or a relevant and/or related training certification or course ; or
- b) At least a graduate of the secondary education with one (1) year working experience as gardener, nursery or landscapes maintenance personnel.

3. MINIMUM WAGE RATES:

The minimum wage rates shall be based on the latest formulae in determining the equivalent monthly regional wage rates for gardeners who do not work and are not considered paid on Sundays or rest days. Adjustments in the minimum wage rates shall be governed by wage orders issued by the DOLE.

4. DUTIES and RESPONSIBILITIES OF THE SERVICE PROVIDER:

4.1. The Service Provider shall perform the following duties and responsibilities:

- 4.1.1. Assistance in the maintenance of gardens within JHMC controlled areas specifically the Secret Garden, Bell Amphitheater, Bell House landscaped perimeter, Liberty Park and Cemetery of Negativism 1 and 2, SEZAD/Customs Clearance Area (CCA), Areas 1 and 2, JHMC Office Complex and Cemetery No. 2 along Loakan Road. The areas stated above shall be collectively referred to as Areas of Responsibilities (AOR);
 - a) Nurturing of existing ornamental plants and other landscape or forest species.
 - b) Weeding, cultivating, mulching, trimming, fertilizing, watering, cleaning, and infusion of bio-control measures to protect the plants from insect pest and diseases.
 - c) Planting/replacement of wilting or dead ornamental plants.
 - d) Raking and disposal of fallen pine needles and other yard waste into authorized disposal sites.
- 4.1.2. Assist JHMC in the maintenance and upkeep of the Plant Nursery and Vermicomposting Facility including nursery tools, supplies and equipment;
- 4.1.3. Assist in the propagation and maintenance of Benguet pine seedlings and ornamental plants and other reforestation species;
- 4.1.4. Clearing of area/s for future planting sites; and
- 4.1.5. Perform other related task from time to time assigned by the end-users representative.

4.2. Tools and Equipment

4.2.1. The service provider must own and provide the following tools and equipment at no cost to JHMC. All items stated below shall be in good working condition during the entire duration of the contract.

Item	Unit	Quantity
1. Weed eater, heavy duty, big	unit	1
2. Japanese hoe	pcs	3
3. Grub hoe	pcs	3
4. Fork/spade (tools set)	pcs	3
5. Shovel, round, big	pcs	5
6. Trimmer, hedge -type	pcs	1
7. Pruning shear, heavy duty	pcs	3
8. Sickle "kumpay"	pcs	3
9. Flat "sanggap"	pcs	10
10. Bolo, durable quality	pcs	5
11. Wheelbarrow, heavy duty	unit	1
12. Garden Rake, heavy duty	pcs	5

4.2.2. The following tools/equipment shall be provided by the Service Provider but shall be included as part of the administrative cost. Upon termination of the contract, the hereunder listed tools/equipment shall be turned over in good working condition to the Administrative Services Department (ASD) and shall now be the property of JHMC.

Item	Unit	Quantity
1. Garden hose/rubber hose, heavy duty		
50-m long	roll	2
100-m long	roll	1
2. Plastic bags (the sizes may be changed for intended use)		
2.5" x 2.5 x 7"	pcs	5,000
3" x 5"	pcs	5,000
3. Seedling trays Type: M-50 Holes: 50 Hole Size: 3.5cm x 3.5cm Size: 54cm (L) x 28cm (W)	Pcs.	100
4. Compost (screened)	sacks	100

4.3. Personal Protective Equipment (PPE)

The service provider shall ensure that gardeners deployed are in appropriate PPE's necessary in the performance of their duties and responsibilities such as, but not limited to coveralls, rain boots, rain coats, goggles and working gloves.

4.4. Reportorial Duties

4.4.1. The Service Provider shall submit to JHMC-EMD (herein after referred to as the End-User) a quarterly accomplishment report as basis for the performance evaluation.

4.4.2. Gardeners to be assigned by the Service Provider shall immediately report to the End-User busted or leaking pipes within the AOR.

- 4.4.3. Gardeners deployed by the Service Provider shall immediately report to the End-User unserviceable or malfunctioning tools/equipment.
 - 4.4.4. Gardeners deployed by the Service Provider shall render eight (8) hours of work daily, six (6) days a week.
 - 4.4.5. The Service Provider shall comply with applicable provisions of the Labor Code including any amendment(s) thereto.
 - 4.4.6. Gardeners assigned (including relievers and/ or replacements) shall submit to the End-User a copy of their pay slip within 7 working days from receipt of salaries.
 - 4.5. Other duties and responsibilities:

Pursuant to DOLE Order No. 18-A series of 2011, the Service Provider shall comply with the following:

 - 4.5.1. Submit a certified copy of the Service Agreement to the DOLE Regional Office;
 - 4.5.2. Submit the required semi-annual report. A copy shall be submitted to JHMC-EMD within 3 days of from receipt of the report by DOLE; and
 - 4.5.3. Non-collection of unauthorized fees.
 - 4.6. Ensure that all gardeners to be deployed shall be reliable, trained, courteous, cooperative, diligent, and honest. They must wear proper uniforms and identification cards. Further, they should be physically fit for the job as evidenced by medical certificates issued before the issuance of JHMC of the Notice to Proceed.
 - 4.7. Ensure that relievers and/ or replacements shall be made available at all times to ensure continuous and uninterrupted service.
 - 4.8. Ensure that gardeners assigned attend tool box meetings as required by the End-User. 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.
- 5. DUTIES and RESPONSIBILITIES OF JHMC:**
- 5.1. Ensure access to the AOR. In case all or portion of the AOR are utilized by JHMC for events or activities, the End-User have the option to re-assign gardeners to other areas outside of the AOR.
 - 5.2. Assign gardeners to assist in clean-up drives or similar activities of JHMC without prior notice to the Service Provider.
 - 5.3. Conduct tool box meetings with the gardeners deployed.
 - 5.4. Ensure that request for advance payments/billings are immediately acted upon subject to the complete submission by the Service Provider of the documents stated in item 8 of this SOS.
 - 5.5. Conduct a quarterly evaluation of the accomplishments of the Service Provider.
- 6. Duration of Contract**
- The Contract shall be valid for a period of ONE (1) YEAR and shall commence upon receipt by the Service Provider of the Notice to Proceed.
- 7. Extension of Contract**
- Extension of Contract shall be governed by the Revised Guidelines on the Extension of Contracts for General Support Services.
- 8. Manner of Payment**
- 8.1. Advance Payment

Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for

an equivalent amount, shall remain valid until the services are delivered, and accompanied by a claim for advance payment.

8.2. Progress Billing

All progress payments shall be paid on a quarterly basis. However, progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

8.3. Billing Payments

All billing payments shall be supported by the following documents:

- Request for Payment
- Record of Attendance/Service
- Proof of remittance to SSS, BIR and Pag-Ibig
- Other documents deemed necessary by JHMC

9. Termination of Contract:

9.1. Termination of Contract shall be governed by the guidelines set forth in the 2016 Revised IRR of R.A. 9184; and

9.2. A rating of unsatisfactorily for two quarters shall be a sufficient ground for termination of the contract upon written notice to the Service Provider.