

SCOPE OF SERVICES - PROCUREMENT OF JHMC GARDENING SERVICES CY 2019

I. 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 four (4) qualified gardeners to perform the duties and responsibilities stated in this SOS.

II. QUALIFICATIONS:

The gardeners to be deployed by the Service Provider shall have the following qualifications:

- 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 secondary education with one (1) year working experience as gardener, nursery or landscape maintenance personnel.

III. MINIMUM WAGE RATE:

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.

IV. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER:

- A. The Service Provider upon effectivity of the Contract shall provide manpower requirements of four (4) gardening personnel with the following duties:
1. Provide the gardening services listed below to the following JHMC-controlled areas: Secret Garden, Bell Amphitheater, Bell House landscape 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:
 - a. Care and maintenance of existing ornamental plants and other landscape tree species.
 - b. Watering, weeding, cultivating, mulching, fertilizing, trimming, cleaning, and application of bio-control measures to protect the plants from pest and diseases.
 - c. Replacement of wilting, dead and/or pest-infested/infected ornamental plants.
 - d. Raking and disposal of fallen pine needles and other yard wastes into designated disposal sites.
 2. Assist in the maintenance and upkeep of the Plant Nursery and Vermi-composting facility including nursery tools, supplies and equipment.

3. Assist in the propagation and maintenance of Benguet Pine and other reforestation species and various ornamental plants for planting in the abovementioned JHMC Areas of Responsibility (AOR).
4. Assist in the clearing/preparation of areas/sites for tree planting activities.
5. Assist in tree planting and maintenance activities.
6. Report maintenance problems, if any, in the designated AORs.
7. Perform other functions from time to time, upon request of JHMC.

B. TOOLS AND EQUIPMENT:

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 serviceable condition throughout the duration of the Contract:

Item	Unit	Quantity	Availability
Weed eater, heavy duty, big	Unit	1	1 st quarter
Japanese hoe	Pcs	4	1st quarter
Grub hoe	pcs	4	1st quarter
Shovel , round , big	pcs	5	2 nd quarter
Hedge trimmer	pcs	2	1 st quarter
Pruning shear , heavy duty	pcs	3	2nd quarter
Flat “sanggap”	Pcs	10	2nd quarter
Bolo, heavy duty	pcs	5	2nd quarter
Wheelbarrow, heavy duty	Unit	2	1 st quarter
Garden rake, heavy duty	pcs	5	1 st quarter

2. The following tools and 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 items , except the expendable ones, shall be turned over in good

working condition to the ASD administrative Services Department and shall now be the property of JHMC.

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

3. Supplies and materials provided by the Service Provider shall be subject 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 Service Provider.

C. PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

D. REPORTORIAL DUTIES

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;
2. Gardeners to be assigned by the Service Provider shall immediately report to the End-User busted and leaking pipes within the AOR;
3. Gardeners deployed by the Service Provider shall immediately report to the End-User unserviceable or malfunctioning tools/equipment;
4. Gardeners deployed by the Service Provider shall render eight (8) hours of work daily, six (6) days a week;
5. 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;
6. JHMC has the right to demand the replacement of personnel found to be unqualified and/or not performing work satisfactorily;
7. 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; and
8. 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.

E. OTHER DUTIES AND RESPONSIBILITIES:

1. Pursuant to DOLE Order No. 18-A series of 2011, the Service Provider shall comply with the following:
 - a. Submit a certified true copy of the Service Agreement to the DOLE Regional Office;
 - b. Submit the required semi-annual report. A copy shall be submitted to JHMC EMD within 3 days from the receipt of the report by DOLE; and
 - c. Non-collection of unauthorized fees.
2. 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;

3. Ensure that relievers and/or replacements shall be made available at all times to ensure continuous and uninterrupted service; and
4. Ensure that gardeners assigned attend toolbox 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.

V. OTHER CONDITIONS :

- A. 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 business;
- B. 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;
- C. 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;
- D. 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;
- E. JHMC may pre-terminate the service contract for any violation committed by the Service Provider in any of the provisions of the Contract;
- F. 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;
- G. 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;
- H. The JHMC reserved 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.

- I. 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.

VI. DUTIES & RESPONSIBILITIES OF JHMC:

- A. 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;
- B. Assign gardeners to assist in clean-up drives or similar activities of JHMC without prior notice to the Service Provider;
- C. Conduct tool box meetings with the gardeners deployed;
- D. Ensure that all 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; and
- E. Conduct quarterly evaluation of the accomplishments of the Service Provider.

VII. 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.

VIII. 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 undertaken the procurement activities required or cannot award a new contract for the new service provider prior to the expiration of the term of the original contract 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 Board Resolution No. 23-007 entitled *“Approving the Adopting the Revised Guidelines on the Extension of Contracts for General Support Services”*.

IX. MANNER OF PAYMENT

The Service Provider 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 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.

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.

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 any JHMC personnel authorized for the purpose.

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. A Detailed Accomplishment Report for each payment period including therein the manner in which duties were rendered shall be attached to the billing.

X. 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 unsatisfactorily for two quarters shall be sufficient ground for termination of the contract upon written notice to the Service Provider.

XI. AGENCY ESTIMATE FOR GARDENING SERVICES (Please see separate attachments)

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