

SCOPE OF SERVICES FOR THE PROCUREMENT OF GARDENING AND GENERAL FOREST CARE SERVICES

I. OBJECTIVE:

The **John Hay Management Corporation (JHMC)** seeks to procure the services of a manpower service contractor (hereinafter referred to as “**Service Provider**”) through the deployment/employment of seven (7) qualified personnel/workers who shall perform the duties and responsibilities described hereunder:

II. QUALIFICATIONS:

All personnel to be deployed by the Service Provider shall have the following qualifications:

- A. 1At least a graduate of Elementary Education and/or with experience in gardening and forest care services for at least six (6) months;
- B. Must be of good moral character supported by a Certification from the Punong Barangay where he/she resides;
- C. Must be physically fit to perform outdoor activities/works.

III. DAILY WAGE RATE:

The Service Provider shall pay a daily wage of not less than Three Hundred Seventy-Five Pesos (PhP 375.00) plus other benefits as mandated by law to each of the seven (7) gardening and forest care personnel employed /deployed by the agency.

IV. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER:

The respective areas of responsibility (AOR) and the specific services under each component service are described hereunder:

A. Gardening Services

1. Areas of Responsibility under Gardening Services

- a. Secret Garden
- b. Bell House and its environs
- c. Bell Amphitheater and its environs
- d. The Historical Trail
- e. Cemetery of Negativism 1 & 2
- f. Liberty Park
- g. SEZAD/ Customs Clearance Area
- h. Areas 1 & 2
- i. JHMC offices complex
- j. Cemetery No. 2 along Loakan Road

2. Duties and Responsibilities of the Service Provider

- a. Conduct of maintenance and enhancement activities within the existing ornamental gardens and general landscapes within the abovementioned AORs such as, but not limited to, the following:
 - ✓ Weeding and grass trimming
 - ✓ Watering
 - ✓ Mulching
 - ✓ Plant pest and diseases control/prevention
 - ✓ Replacement of plant mortalities in the pocket gardens and landscapes
 - ✓ Brushing
 - ✓ Plant trimming
 - ✓ Pruning
 - ✓ Fertilization/ Application of compost
 - ✓ Enrichment planting of other ornamental species within the landscapes
 - ✓ Seedling production and maintenance activities (both for forest tree seedlings and ornamental plants)
 - ✓ Upkeep of the nursery and other existing facilities/structures within the Historical Core
 - ✓ Care and maintenance of gardening tools, supplies and other equipment
 - ✓ General sanitation activities within the listed AORs
 - ✓ Raking/gathering and disposal of pine needles and other yard wastes
- b. Operation and maintenance of the JHMC composting facility;
- c. Assist in enrichment planting activities conducted annually by JHMC within the Reservation;
- d. Immediate reporting of all observed damage, defect and/or malfunction of tools, equipment and facilities that hinder the effective performance of gardening activities; and
- e. Conduct of other related gardening activities as may be instructed by JHMC as the exigency of the situation/condition demands.

B. General Forest Care Services

1. Areas of Responsibility under General Forest Care Services

- a. Portions of Yellow Trail
- b. Pine trees located within the areas covered under gardening services as listed above
- c. Existing firelines and firebreaks within the Reservation
- d. The undisturbed protected forest areas and trails within the JHRA not indwelt by Barangay residents, and
- e. Other forested areas within the JHSEZ as JHMC deems necessary and urgent to implement forest care activities.

2. Duties and Responsibilities of the Service Provider

- a. Maintenance of firelines and green breaks /greenbelts through the conduct of the following activities.

- ✓ Cutting and disposal of re-grown weeds, grasses, vines and other undesirable plants;
- ✓ Maintain the services of the existing firelines/firebreaks within the Reservation through removal and disposal of grasses, leaves/ pine needles, weeds and other combustible materials scattered within the firelines ;
- ✓ Planting of green break/belt species along suitable portions of the firelines;

Note: Burning is strictly prohibited inside the forest.

- b. Establishment of additional firelines as may be necessary and instructed by JHMC.

2. **Conduct of thinning operations within dense stands of Pine trees**

- a. Prior identification of areas to be subjected for thinning shall be conducted by JHMC foresters;
- b. Removal of undesirable pine saplings (i.e .crooked, leaning/bent, damaged, suppressed saplings and poles within the identified dense patches shall be undertaken. Maintenance of a uniform distance between and among the pine poles to be retained and maintained shall be observed;
- c. Hauling of all eliminated saplings into the JHMC warehouse and other designated holding area for firewood use;

3. **Conduct of Assisted Natural Regeneration (ANR) activities:**

- a. Identification of suitable areas to be subjected for ANR shall be conducted by EMD Foresters prior to implementation;
- b. Earthballing of Benguet pine natural regenerations or “wildlings” from dense aggrupation of wildlings within the forested sites, and caring of the same at the nursery until grown to plantable size for out-planting;
- c. Brushing and ring-weeding of choked and overtopped or suppressed pine seedlings and saplings to ensure better growth and survival; and
- d. Staking of pine seedlings and other natural regenerations for protection against accidental trampling of forest visitors.

4. **Conduct of Pruning activities**

- a. Pine trees to be subjected for pruning shall be identified by the EMD foresters and instructed to the workers for pruning prior to implementation;
- b. Proper pruning of dead branches and other branches posing danger to human lives and/or properties;

5. **Conduct of enrichment planting activities**

- a. Areas to be subjected for enrichment planting shall be identified by EMD Foresters and instructed to the workers;
- b. Planting of suitable tree species within the identified inadequately-stocked and/or eroded areas to restore tree density and for slope protection/rehabilitation purposes;
- c. Replanting and other follow- up activities two (2) months after planting to ensure better growth and survival of the planted seedlings.

6. Conduct retrieval operations involving trees damaged by calamities

- a. Bucking and hauling of fallen trees, abandoned logs, and other wood wastes that still have some economic value and use; and
- b. Hauling of all wood retrieved into the JHMC warehouse or other designated holding area for safekeeping and proper disposition (e.g. requests for firewood); and

7. Conduct of other related activities as may be instructed from time to time by JHMC as the exigency of the forest condition/situation demands.

V. SUPPLIES AND MATERIALS

A. Supplies/Tools/Equipment:

1. The following tools/equipment/gardening supplies shall be provided by the Service Provider for the effective and efficient implementation of gardening operations.

Item	Unit	Quantity
Japanese hoe	Piece	4
Grub hoe	Piece	4
Spading Fork	Piece	4
Shovel (pointed blade)	Piece	4
Wheelbarrow	Unit	3
Pruning saw	Piece	4
Crowbar	Piece	2
Log Tongs	piece	2
Axe	Piece	2
Chainsaw with 18" blade; baby chainsaw	Unit	1
30-meter nylon Rope	Roll	1
Bolos	Piece	3
Sickle	Piece	4
Garden rake	Piece	6
Rubber boots	Pair	7
Leather Gloves	Pair	7
Safety hats	Piece	7
Raincoats	Piece	7

Compost	sacks	175
Potting bags (2.5 x 2.5 x 7)	pieces	10,000
Face masks	pieces	336
Face shields	pieces	30

2. The above-listed tools/equipment, supplies /materials must be delivered to JHMC within one (1) month from the issuance of the Notice to Proceed (NTP);
3. Service Provider must ensure that these tools/equipment are of durable quality;
4. Service Provider shall immediately replace worn-out /unserviceable tools and equipment to ensure the uninterrupted performance of gardening and forest care services.

B. PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Service Provider shall have the responsibility to provide their personnel with all the necessary PPE's in the performance of their duties and responsibilities such as, but not limited to, cover-all, rain boots, rain coats, goggles and working gloves.

VI. REPORTORIAL DUTIES

- A. The Service provider shall submit to JHMC-EMD (herein after referred to as the End-User) a quarterly accomplishment report as basis for the conduct of quarterly performance evaluation;
- B. All personnel/workers to be assigned/deployed by the Service Provider shall immediately report to the End-User damaged/unserviceable/malfunctioning equipment, tools, faucets, water pipes, and other implements including facilities and structures located within the listed areas of responsibility for proper action;
- C. All personnel/workers deployed by the Service Provider shall render eight (8) hours of work daily, six (6) days a week;
- D. 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;
- E. JHMC has the right to demand the replacement of any personnel/worker found to be unqualified, not performing work satisfactorily, and/or for disruptive and dishonest behavior inimical to the interest of the Corporation and fellow workers;
- F. 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, provided further that the buffer of Php 25.00 per day given to each personnel shall be maintained and shall be added to such new wage orders and labor guidelines;
- G. All personnel/workers assigned (including relievers or replacements) shall submit to the End-User a copy of their pay slip within seven (7) working days from receipt of salaries.

VII. OTHER DUTIES AND RESPONSIBILITIES:

- A. Pursuant to DOLE Order No. 18-A series of 2011, the Service Provider shall comply with the following:
 - 1. Submit a certified true copy of the Service Agreement to the DOLE Regional Office;
 - 2. Submit the required semi-annual report. A copy shall be submitted to JHMC EMD within three (3) days from the receipt of the report by DOLE; and
 - 3. Non-collection of unauthorized fees.
- B. Ensure that all personnel 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;
- C. Ensure that relievers and/or replacements shall be made available at all times to ensure continuous and uninterrupted service; and
- D. Ensure that all personnel /workers assigned shall 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.

VIII. 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 to cover its employees to be deployed at JHMC. Proof of the insurance shall be submitted within a month before the commencement of duties/ after the issuance of the Notice to Proceed (NTP);
- 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 (2) quarters shall be a ground for termination of the contract upon written notice to the Service Provider; and finally
- I. It shall be stated in the contract that JHMC shall not in any case and/or under any circumstances be liable for failure and/or neglect of the Service Provider to perform its obligations to its employees. Neither shall JHMC be held liable or responsible should any of the employees of the Service Provider contract COVID 19 inside JHMC premises.

IX. 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 shall have the option to re-assign any or all of the personnel/worker to other areas outside of the AOR;
- B. Assign any or all of the personnel/worker 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 all the personnel deployed/assigned;
- 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; and
- F. Conduct of an annual Performance Evaluation of the Service Provider.

X. APPROVED BUDGET FOR THE CONTRACT (ABC):

Under the JHMC approved COB for CY 2021, the Approved Budget for the Contract or ABC for this procurement is PhP One Million Four Hundred Thirty Thousand Pesos (**PhP 1,430,000.00**) *(Please refer to the Agency Estimate attached hereto as Annex "B")*.

XI. DURATION OF CONTRACT

- A. The contract shall be a multiyear contract for a maximum period of three (3) years (CY 2021-CY 2023) , with the same Scope of Services and an annual ABC to be reflected in the annual JHMC COB approved by the Board of Directors . Renewal of the Contract shall be subject to the annual performance evaluation with the mutually agreed criteria;
- B. The contract shall be made part of the Gender and Development (GAD) attribution, hence the Service Provider shall employ/deploy at least two (2) female personnel under the manpower requirement of the contract.

IX. EXTENSION OF CONTRACT

Any extension of the contract shall be governed and subject to the limitations provided for under the Government Procurement Board Resolution No. 23-007 entitled **“Approving the Adopting the Revised Guidelines on the Extension of Contracts for General Support Services”**.

X. MANNER OF PYMENT

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;
- 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 the 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. 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:

- A. Termination of Contract shall be governed by the guidelines set forth in the 2016 Revised IRR of R.A 9184; and
- B. A rating of **“UNSATISFACTORY PERFORMANCE”** for two (2) quarters shall be sufficient ground for termination of the contract upon written notice to the Service Provider.


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