

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

I. Background and Rationale

Nursery management, forest protection and related interventions greatly impact the ecosystem's delicate balance, particularly in a tourism-focused area. Currently, JHMC has only one Plant Nursery Man responsible for landscape maintenance, nursery management, and forest protection measures. Despite best efforts, it is humanly impossible for one to fulfill all the demands of these tasks given the extensive area and scope of responsibilities. Additional manpower is needed to accomplish these tasks effectively and efficiently.

JHMC then, seeks to procure the services of a manpower service contractor to cover requirements **Gardening and General Forest Care** (hereinafter referred to as “**Service Provider**”) through the rendering of services from seven (7) qualified personnel.

II. Qualifications of Personnel to be Assigned

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

- 1) At least a graduate of Elementary Education and/or with experience in any areas as the following: gardening, agriculture, farming and forest protection and maintenance work for at least six (6) months;
- 2) Must be of good moral character supported by a Certification from the Punong Barangay where he/she resides;
- 3) Must be physically fit to perform outdoor activities/works; and
- 4) At least 3 out of the 7 required workforce must be female

III. Specific Task Assignment of Personnel

1. Gardening

- a. Weeding, cultivating and watering of garden plots along the Cemetery of Negativism, Amphitheatre, Secret Garden, Historical Core Entrance, Bell House environs, SEZAD Compound, Igorot Lodge premises and JHMC Office premises
- b. Propagation of ornamentals for replacement, favoring native plant species
- c. Replacement planting of various flowering plants for areas with plant mortalities
- d. Raking and cleaning of pine needles, garden and yard wastes and throwing these at the composting facility at the back of the JHMC Warehouse Materials Recovery Facility.
- e. Scraping / cleaning of planters box / riprap walls and concrete footpaths.
- f. Grass trimming and trimming and shaping of hedges.

- g. Sourcing and screening of black topsoil for potting activity.
- h. Soil Potting at the Nursery for flowering plants, Benguet Pine and other tree species propagation
- i. Transplanting and maintenance of Benguet Pine and other tree species seedlings into potting bags.
- j. Proper waste management and maintenance in all areas of assignment
- k. Assistance during tree planting / tree growing / tree care/ reforestation activities and other EMD – related events and programs.
- l. Cleaning of the gardeners’ bunkhouse, JHMC MRF area and JHMC warehouse premises.
- m. Watering or landscapes and gardens.
- n. Basic troubleshooting of equipment being used. (Shredder, grass trimmer)
- o. Reporting to Environment Officer and Plant Nursery Assistant II of important matters of concern through the weekly toolbox meetings.
- p. Soil sterilization
- q. Pest management within landscapes
- r. Other related tasks that may assigned from time to time

2. General Forest Care

- a. Forest fire prevention measures such as green breaks and firelines establishment
- b. Thinning of dense branches, bushes and trees as part of tree care and tree growing
- c. Saturation planting on sparsely vegetated forests of the CJH
- d. Replacement planting activities to replace those trees that have undergone sanitation cutting or cut due to imminent danger to lives and properties
- e. Removal of identified invasive plant species with the guidance of JHMC foresters and EMD
- f. Nursery propagation favoring native plants
- g. Retrieval of fallen trees after calamities (branches, leaves) subject however to evaluation of the JHMC Foresters for safety. Fallen trees that require higher complexities and skills shall be covered under a lumberjack services contract. Hauling of wood retrieved into the JHMC warehouse or other designated holding area for safekeeping and proper disposition (e.g. requests for firewood)
- h. Cleaning of the gardeners’ bunkhouse, JHMC MRF area and JHMC warehouse premises.
- i. Basic troubleshooting of equipment being used. (Shredder, grass trimmer)
- j. Reporting to Environment Officer and Plant Nursery Assistant II of important matters of concern through the weekly toolbox meetings
- k. Nursery maintenance and management
 - ✓ Watering of newly propagated tree seedlings;
 - ✓ Planting;

- ✓ Soil potting
- ✓ Soil sterilization
- ✓ Brewing of foliar fertilizer from wild sunflower;
- ✓ Application of organic fertilizer / compost
- ✓ Soil mixing / preparation
- ✓ Sourcing and screening of black topsoil
- ✓ Weeding
- ✓ Pest management of newly propagated tree

IV. Areas of Responsibility

1. Gardening

- a. Secret Garden
- b. Surrounding Bell House landscapes and premises
- c. Bell Amphitheater and its environs
- d. The History Trail
- e. Cemetery of Negativism 1 & 2
- f. Liberty Park
- g. SEZAD/ Customs Clearance Area
- h. JHMC Office Complex
- i. Cemetery No. 2 along Loakan Road

2. General Forest Care

- a. Portions of Yellow Trail
- b. Forest areas within the John Hay Reservation Area
- c. forest areas and trails within the JHRA not indwelt by Barangay residents, and
- d. Other forested areas within the JHSEZ deemed as appropriate site to implement forest care activities.

V. 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. A copy shall be submitted to JHMC EMD within three (3) days from the receipt of the report by DOLE;
 - c. Non-collection of unauthorized fees.
2. 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;

3. Ensure that relievers and/or replacements shall be made available at all times to ensure continuous and uninterrupted service;
4. 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.
5. The Service Provider shall make an explicit statement in the Contract that it is an independent service provider, possesses necessary skills, knowledge and attitude to perform all the obligations stated herein and is duly registered entity to conduct such business;
6. 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;
7. 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;
8. JHMC may pre-terminate the service contract for any violation committed by the Service Provider in any of the provisions of the Contract;
9. 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;
10. 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;
11. The JHMC reserves 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
12. It shall be stated in the contract that JHMC shall not in any case and 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

VI. Duties & Responsibilities of JHMC

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 shall have the option to re-assign any or all of the personnel/worker to other areas outside of the AOR;
2. Assign any or all of the personnel/worker to assist in forest protection and environment management – related or similar activities of JHMC without prior notice to the Service Provider;
3. Conduct regular tool box meetings with the all the personnel deployed/assigned;

4. Ensure that all request for payments and billings are acted upon within reasonable time subject to the complete submission by the Service Provider of the pertinent documents;
5. Conduct quarterly evaluation of the accomplishments of the Service Provider; and
6. Conduct of an annual Performance Evaluation of the Service Provider for the purpose of renewal within the multiple year contract period of 2024 to 2027.

VII. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the contract is at *one million and eight hundred fifty-five thousand pesos (PhP1,855,000.00)* INCLUSIVE of costs pertinent to:

- a. All personnel wages, fees and services;
- b. All pertinent tasks are to be carried out as enumerated in the Scope of Work;
- c. All costs associated with the production of documents, reports, administrative tasks and documents involving service personnel;
- d. Annual provision of personnel uniforms, rainboots, raincoats, dust masks and working gloves;
- e. all applicable government taxes and charges pertinent to the contract;
- f. other incidental and administrative costs during the whole period of the contract; and
- g. Required Permits from the concerned government agencies.

The project operates under a multi-year contract that is subject to annual renewal, contingent upon the *SATISFACTORY EVALUATION OF THE SERVICE PROVIDER BY JHMC*. The Consultancy Contract is structured as a fixed-price annual agreement, subject however to increases and adjustments to accommodate mandatory increases related to personnel services, e.g. SSS, PhilHealth.

The Service Provider is obligated to compensate each of the seven (7) gardening and forest care personnel with a daily wage not less than four hundred seventy pesos per day (PhP 470.00), which includes basic pay and cost of living allowance. In the event that mandatory wage increases are implemented by the DOLE during the contract period but fall below the recommended daily wage of four hundred seventy pesos (P470.00) set by JHMC, this shall not effect additional costs to JHMC.

VIII. Contract Duration

The contract will be a multiyear agreement, lasting a maximum of three (3) years (2024-2027). The contract will encompass the same Scope of Services, with an annual Approved Budget for the Contract (ABC). The renewal of the contract will be contingent upon the SATISFACTORY annual performance evaluation based on criteria of work stated in the Scope of Services.

The contract shall be made part of the Gender and Development (GAD) attribution, hence the Service Provider shall employ/deploy at least three (3) female personnel under the manpower requirement of the contract.

IX. Extension of the 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. Termination of Contract

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

A rating of “UNSATISFACTORY PERFORMANCE” for two (2) consecutive quarters shall be sufficient ground for termination of the contract upon written notice to the Service Provider.

XI. Billing for the Contract

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:

Billing for the 1st to 15th day of the month shall be submitted not later than the the last day of the month;

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 of work by the service provider personnel 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 the JHMC personnel authorized for the purpose;

JHMC shall pay the Service Provider within fifteen (15) working days from receipt of complete documents required by JHMC for payment, including but not limited to the Statement of Account, support documents of mandatory government payments (SSS, Philhealth, Pagibig), and other supporting documents that may be required. A Detailed Accomplishment Report of each personnel for each payment period including therein the manner in which duties were rendered shall be attached to the billing.