

Republic of the Philippines

National Parks Development Committee

NPDC Executive Office, Rizal Park Luneta, T.M Kalaw Street, Manila, Philippines 1000

Contract Agreement No. 004

Series of 2024

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

The **NATIONAL PARKS DEVELOPMENT COMMITTEE**, a government agency with office address at NPDC Executive Office, Rizal Park Luneta, T.M Kalaw Street, Manila, represented in this act by its Executive Director, **CECILLE A. LORENZANA-ROMERO**, hereinafter referred to as **NPDC**;

and

JSA, Inc. a corporation duly organized and existing by virtue of the laws of the Republic of the Philippines, with business address at Unit 104 Greenhills Court, 25 Annapolis St., Brgy. Greenhills, City of San Juan, represented herein by its General Manager, **ATTY. BERNARD VINCENT C. PULIDO**, duly authorized for the purpose, hereinafter referred to as the **SERVICE PROVIDER**;

Hereinafter collectively referred to as **PARTIES**.

-WITNESSETH-

WHEREAS, the **NPDC** needs the services of an outsourced ground maintenance **SERVICE PROVIDER** for the following purposes:

1. Rizal Park, hereinafter the "Park", a public park in the heart of Manila that boasts of world-class sculptures, historical markers, beautiful gardens, facilities for photo & art exhibits, event venues, and various forms of entertainment, is one of the historic parks maintained by the **NPDC**;
2. To address special maintenance requirements in selected areas in the Park, the service is outsourced from an external ground maintenance service provider.

WHEREAS, on 11 December 2023, the **NPDC** conducted a Public Bidding for the **"PROVISION OF GROUND MAINTENANCE SERVICES FOR SELECTED AREAS IN RIZAL PARK FOR FY 2024"** in accordance with Republic Act No. 9184 or the Government Procurement Reform Act ("RA 9184") and its 2016 Revised Implementing Rules and Regulations. Consequently, herein **SERVICE PROVIDER** has submitted the single calculated responsive bid;


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WHEREAS, the **SERVICE PROVIDER** shall undertake the Grounds Maintenance Services for and in consideration of the amount of **Twelve Million Fifty-Four Thousand One Hundred Sixty-Six and 67/100 (Php 12,054,166.67)** subject to pertinent laws on government contracts and accounting and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges, such as but not limited to permit and registration fees, municipal and personal property taxes, other fees, employment taxes, payments and contributions imposed by law, and insurance;

NOW THEFORE, for and in consideration of the above foregoing premises and of the covenant and stipulations herein set forth, **THE PARTIES HAVE AGREED AND HEREBY AGREE** as follows:

ARTICLE I SCOPE OF WORK

1. LOCATION

- 1.1** Ground maintenance service shall be performed in selected areas of the Park constituting a combined land area of approximately 175,475.00 square meters. Spatial scope of the contract is illustrated in Annex A.

These shall include the following areas:

- 1.1.1** Central Section as reflected in Annex A, Japanese Garden, Japanese Garden Multipurpose Area, Noli Me Tangere European Garden, The Martyrdom of Dr. Jose Rizal, RPVC Grounds and Rotunda, Halamanang Pilipino, Asian Garden, Promenade including 2 meters from the edge of the paved areas and center islands along Maria Orosa street excluding the area beyond the Cascade Falls.
- 1.1.2** Western Section as reflected in Annex A, upper north and south portion, its landscaped and paved areas, Burnham Green, Children's Play Garden, San Lorenzo Ruiz Garden, Kilometer 0 marker, center islands and sidewalks along Roxas Boulevard, excluding Urban Garden Area, Parade Grounds and Quirino Grandstand.

2. DURATION

- 2.1** Ground maintenance shall be performed daily, Monday to Sunday, including holidays for a total of THREE HUNDRED THIRTY-SIX (336) CALENDAR DAYS.

3. GROUND MAINTENANCE SERVICE LEVELS TO BE DELIVERED

The following results shall be delivered by the SERVICE PROVIDER at all times during the contract period:

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3.1 Litter Management

- 3.1.1 Paved areas, roadways, pavilions, walkways, driveways, lawn and other landscape areas including benches, seat walls and plant boxes are cleared of fallen leaves, twigs, branches, inorganic litter, residual waste, garbage, silt, rocks and other debris once in the morning and once late in the afternoon.
- 3.1.2 Garbage collection during peak hours shall be done through the use of garbage push carts or other means subject to the approval of the Executive Director, no hauling trucks shall be allowed inside the promenade during the said times.
- 3.1.3 Collected inorganic litter, residual waste and garbage are placed in designated points to be picked up by the Manila City Department of Public Services. The service provider shall strictly adhere to the NPDC's policies on hauling and dumping of garbage.
- 3.1.4 Collected fallen leaves, twigs and branches placed in waste bins, plastic bags or sacks are hauled from point of collection to designated processing areas at the park.
- 3.1.5 Green wastes collected shall be shredded and/or chipped into pieces for mulching and/or composting purposes. Shredding and chipping shall be done using their own equipment on a quarterly basis.
- 3.1.6 Collected silt or rocks are placed in areas to be designated by NPDC
- 3.1.7 All trash bins must be washed thoroughly at least twice, weekly. The area for cleaning of trash bins shall be designated by NPDC within the park premises.
- 3.1.8 Paved areas within the contract site, specifically the Rizal Monument area and Kilometer Zero area shall be cleared of fallen leaves, twigs, branches, inorganic litter, residual wastes, garbage, silt, rocks and other debris at all times.
- 3.1.9 Rizal Monument Area shall be cleaned and ready before and after special events/activities such as but not limited to wreath laying, Independence Day Celebration, Rizal Day, and Stop and Salute Ceremony.
- 3.1.10 Deployment and use of one (1) unit pedestrian or litter vacuum sweeper (fuel operated, minimum 50-gallon liter capacity) based on the schedule to be given by NPDC.

3.2 Irrigation

- 3.2.1 Lawn areas, shrubs and groundcovers are watered according to plants' watering requirements. The **SERVICE PROVIDER** shall not be held liable for any damages arising from the lack of water of supply.
- 3.2.2 Water discharged for irrigation is kept within the softscape area only, not reaching any path walk nor left unattended. The **SERVICE PROVIDER** shall not be held liable for water discharged outside the softscape areas for the automated irrigation system installed by **NPDC**.
- 3.2.3 **NPDC** shall be primarily liable for all watering activities covering the Maria Orosa center island. The **SERVICE PROVIDER** shall not be held liable for any damages arising therefrom.

3.3 Lawn, Groundcover and Shrub Care

- 3.3.1 Grass is cut and maintained at 2 to 3 inches height at all times.
- 3.3.2 Lawns are aerated at least twice within the contract year based on the schedule prescribed by NPDC.
- 3.3.3 Enclose sections of lawns to be rested and perform proper maintenance work, recovery and rehabilitation which may include different aeration techniques in accordance with NPDC policies. All supplies necessary for the conduct of the said aeration shall come from the **SERVICE PROVIDER**.
- 3.3.4 Groundcovers and shrubs are free from damage. The **SERVICE PROVIDER** shall not be held liable for any damages resulting from or caused by third party activities.
- 3.3.5 Groundcovers and shrubs are trimmed and maintained in the height and form specified by NPDC.
- 3.3.6 Landscape areas are free of weeds, litter, stones or debris.
- 3.3.7 Utilize existing park nursery for propagation of plants needed for minor replacement of damaged plants or minor landscape improvement.

3.4 Palm and Tree Care

- 3.4.1 Palms are free of brown, dried and drooping fronds.
- 3.4.2 Trees of 12 feet height and with less than 6" diameter branches in included areas the covered areas and those whose canopy or portion of canopy fall within the area described in 1.1.1 and 1.1.2 regardless of whether or not their trunks are within said area, are pruned at least semi-annually using Department of Environment and Natural Resources (DENR)-licensed chainsaws.
- 3.4.3 ANSI A300 standards of the United States of America (USA)-based Tree Care Industry Association are followed in pruning operations.
- 3.4.4 Safety, security, tree health and aesthetics are taken into consideration during tree care operations.
- 3.4.5 Tree Risk Assessment shall be performed on the schedule as prescribed by NPDC and in cases where assessment is needed.
- 3.4.6 Debris from palm and tree servicing shall be chopped before disposal to designated points.
- 3.4.7 Pruning schedule is coordinated to NPDC prior to the conduct of pruning operations. Trees, palms and shrubs are pruned/trimmed within the contract area using appropriate equipment and tools.

3.5 Pest and Nutrient Management

- 3.5.1 Plants and landscape areas are kept free from pest-related damage.
- 3.5.2 Integrated pest management (IPM) is prioritized in addressing pest-related concerns.
- 3.5.3 Practice proper plant nutrient management and fertilize plants every quarter to keep them looking healthy and robust.
- 3.5.4 Only Fertilizer and Pesticide Authority (FPA)-registered chemicals are used subject to the approval of NPDC.
- 3.5.5 Product data sheets and material safety data sheets for all chemicals being used in the landscapes shall be submitted to NPDC for approval.
- 3.5.6 Pesticides are applied under the supervision of a Certified Pest Applicator provided by the service provider who will submit the


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proposed schedule, mode of application and formulations of the pesticide to be used prior to any pesticide application procedure.

3.6 Disinfection

- 3.6.1 Disinfect the hardscape areas such as benches and tables in pavilions except those that are in the open spaces' areas under the service provider's area of coverage at least once a day.

3.7 Exclusions

- 3.7.1 Power-washing.
- 3.7.2 General cleaning of park amenities, outdoor furniture, sculptures, and structures.
- 3.7.3 Housekeeping, civil works, electrical and other technical works specific to structural repair works.
- 3.7.4 Mother-stock for nursery plant propagation, consumables for nursery operations, replacement of lawns due to damage, supply of plants and landscape implementation works.

ARTICLE II

THE SERVICE PROVIDER'S UNDERTAKING

1. The **SERVICE PROVIDER** shall take necessary precautions and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage, or loss to the persons and property and shall at all times save the **NPDC** from any claim for damage arising therefrom.
2. The **SERVICE PROVIDER** shall, without need of prior demand or notice, assume liability and responsibility for any and all losses and damages, for destruction to property, or death/injuries sustained by the **NPDC**, its employees, including its visitors, which are directly attributable to the negligence, fault, unlawful act or misconduct of the **SERVICE PROVIDER** and its personnel in the performance in its contractual functions.
3. The **SERVICE PROVIDER** is mandated to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its workers to the rules and regulations of the **NPDC** on sanitation, security, and safety. In the same manner, the **SERVICE PROVIDER** shall act accordingly on the concerns relayed by the **NPDC** insofar as the conduct of service by its employees, and all other related matters committed in the course of the performance of their duties within the area provided in this Agreement.
4. The **SERVICE PROVIDER** shall be able to respond to situations that require immediate assistance to its employees due to national emergencies, such as but not limited to providing Personal Protective Equipment (PPE), without any additional cost to the **NPDC** or to the grounds maintenance personnel, or any other analogous circumstances.

5. The **SERVICE PROVIDER** shall provide and install safety warning signs, maintenance/rehabilitation activity signages, barriers (such as abaca ropes for the lawn grounds) and other safety equipment which may be required during maintenance operations to ensure safety of the public. The said signages shall use the template to be provided by the agency.
6. The **SERVICE PROVIDER** shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park.
7. Accident insurance is provided for both personnel and property damaged.
8. The **SERVICE PROVIDER** shall deploy these resources in adequate quantity to ensure that the above-mentioned maintenance results are delivered. NPDC reserves the right, at any time during the contract period, to require the **SERVICE PROVIDER** to increase the quantity of resources deployed in case the current quantity fails to deliver the required maintenance results.

8.1 Manpower

- 8.1.1 Skilled manpower deployment shall be determined and provided by the **SERVICE PROVIDER** to ensure that requirements of NPDC are met. The **SERVICE PROVIDER** shall comply with all existing laws, rules and regulations governing employment of labor.
- 8.1.2 The **SERVICE PROVIDER** must have under its employ licensed foresters and agriculturists who can provide the professional and technical know-how to ensure that landscaping and grounds maintenance activities are performed properly. These technical personnel shall conduct period visits as or when required by **NPDC**;
- 8.1.3 The **SERVICE PROVIDER** shall submit a predetermined schedule for the implementation of section, 8.1.2, subject for the consideration and approval of the NPDC.
- 8.1.4 It must field competent men and women skilled in landscaping who know how to use and operate equipment and tools and trained on safety practices and the use of personal protective equipment (PPE).
- 8.1.5 The **SERVICE PROVIDER's** employees shall be in proper and clean uniforms at all times. For the purpose of identification, only one type of uniform and color scheme shall be adopted which will be subject to the approval of **NPDC**. The **SERVICE PROVIDER** shall provide its employees with proper identification cards and uniform at its own expense.

8.2 Vehicles, Equipment, Tools and Consumables

- 8.2.1 The vehicles, equipment, tools and consumables to be used in the delivery of maintenance results, including corresponding repairs and maintenance, shall be for the exclusive account of the **SERVICE PROVIDER**.
- 8.2.2 The **SERVICE PROVIDER** shall present for inspection at the premises of the Park, the vehicles, equipment, complete sets of tools and supplies listed below, within fifteen (15) calendar days from receipt of the Notice to Proceed from the **NPDC**. The **NPDC** may, at its option,


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inspect the said vehicles, equipment, tools and consumables in the **SERVICE PROVIDER's** storage area.

- 8.2.3 If after 15 calendar days from receipt of the Notice to Proceed, the **SERVICE PROVIDER** fails to deliver as such, the award may be cancelled and issued to the second ranked complying and responsive bidder.

8.2.3.1 Vehicles, Equipment and Tools

- 8.2.3.1.1 The **SERVICE PROVIDER** must have the following vehicles, equipment and tools, including applicable preventive maintenance and repair services, spare parts and consumables, serviceable and available for use at the time of deployment in NPDC:

- 8.2.3.1.1.1 One (1) unit pedestrian or litter vacuum sweeper (fuel operated, minimum 50 Gallon liter capacity)
- 8.2.3.1.1.2 One (1) unit hauling truck
- 8.2.3.1.1.3 One (1) unit water tanker (minimum 1 cubic meter capacity)
- 8.2.3.1.1.4 Three (3) units chainsaws - 1 unit of 36" chainsaw and 2 units of 12" chainsaw (licensed by the Department of Environment and Natural Resources)
- 8.2.3.1.1.5 Six (6) units mechanized blowers (minimum blowing force of 22 N)
- 8.2.3.1.1.6 Six (6) units brush cutters
- 8.2.3.1.1.7 Two (2) units ride-on mowers (minimum cutting width of 975mm)
- 8.2.3.1.1.8 Gardening tools
- 8.2.3.1.1.9 Four (4) units disinfectant machine/mist blower

- 8.2.3.1.2 Upon award, the **SERVICE PROVIDER** shall provide NPDC with a list of its management and company vehicles which may be deployed at the Park during the contract period.

8.2.3.2 Consumables

- 8.2.3.2.1 **SERVICE PROVIDER** must provide the following consumables as the need arises:

- 8.2.3.2.1.1 Fertilizer (Urea 21-0-0)
- 8.2.3.2.1.2 Fertilizer (Complete 14-14-14)
- 8.2.3.2.1.3 Rooting hormone
- 8.2.3.2.1.4 Broad spectrum insecticide
- 8.2.3.2.1.5 Molluscicide
- 8.2.3.2.1.6 Fungicide
- 8.2.3.2.1.7 Oil and fuel for equipment and vehicles
- 8.2.3.2.1.8 Garbage bags for daily regular cleaning (garbage bags needed for major events to be provided by NPDC)
- 8.2.3.2.1.9 Disinfectant solution

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8.2.3.3 Personal Protective Equipment (PPE)

8.2.3.3.1 The **SERVICE PROVIDER** shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection or any other analogous circumstances, and Disaster Preparedness as mandated by duly recognized authorities, and other such protection as may be required by their personnel to perform their functions in a safe and effective manner.

8.2.3.3.1.1 For Regular Landscape and Ground Maintenance:

- 8.2.3.3.1.1.1 Caps/hats
- 8.2.3.3.1.1.2 Raincoat (during rains)
- 8.2.3.3.1.1.3 Safety goggles/face shield (for mechanized grass cutter operators, if applicable)
- 8.2.3.3.1.1.4 Garden apron (for mechanized grass cutter operators, if applicable)
- 8.2.3.3.1.1.5 Rubber boots (during rainy season and for mechanized grass cutter operators)
- 8.2.3.3.1.1.6 Gas mask (for pesticide applicators)
- 8.2.3.3.1.1.7 Rubber gloves (for pesticide applicators)
- 8.2.3.3.1.1.8 Dust mask (for mechanized blower operators, if applicable)
- 8.2.3.3.1.1.9 Ear plug/muff (for mechanized equipment operators, if applicable)
- 8.2.3.3.1.1.10 Reflectorized vests (for dawn and night operations)
- 8.2.3.3.1.1.11 Face Masks (as may be required)

8.2.3.3.1.2 For Tree Care Services:

- 8.2.3.3.1.2.1 Raincoat (during rainy season)
- 8.2.3.3.1.2.2 Safety goggles/face shield (for chainsaw operators)
- 8.2.3.3.1.2.3 Safety shoes (for chainsaw operators)
- 8.2.3.3.1.2.4 Rubber boots (during rains)
- 8.2.3.3.1.2.5 Climbing equipment and safety harness
- 8.2.3.3.1.2.6 Hard hats
- 8.2.3.3.1.2.7 Gloves (for bucking)
- 8.2.3.3.1.2.8 Ear plug/muff (for chainsaw operators, if applicable)

8.1 Assistance, Communication and Coordination Responsibilities

8.1.1 Report to any of the Key Personnel of Park Operations Division any defective/ damaged facilities within the contract area such as electrical, plumbing, CPM (carpentry, painting, masonry), fountain and falls, busted bulbs, leaking faucets or water lines, cracked wall plaster, irrigation system unsafe conditions and/or any unusual activities within the parks and NPDC premises and its surroundings.

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- 8.1.2 Immediately report to any of the Key Personnel of Park Operations Division any damaged/worn out flags and assist in changing/replacing flags in included areas.
- 8.1.3 Assist in the preparation of flag raising ceremony which is regularly held during the celebration of Independence Day, Rizal Day and Stop and Salute Ceremony every first Monday of the month.
- 8.1.4 Assist in the transfer of plants, shrubs and trees with up to ten (10) cm diameter at breast height (DBH) within the covered areas. Such assistance shall only be limited to the **NPDC's** personnel only, the **SERVICE PROVIDER** will not be obligated to assist subcontracted projects being implemented by third parties. Furthermore, **NPDC** always shall have more resources than that given by the **SERVICE PROVIDER**.
- 8.1.5 Provide horticulture and landscape improvement recommendations whenever requested.

8.2 Supervision

- 8.2.1 The **SERVICE PROVIDER** shall assign a supervisory team who shall oversee the performance of maintenance activities included in the scope, prepare reports and perform representation and coordination work with the **NPDC**.
- 8.2.2 The **SERVICE PROVIDER's** supervisory team shall be readily available should there be any concern arising from the daily conduct of ground maintenance activities.
- 8.2.3 The **NPDC** shall, at all times, have the right to inspect the quality of work and performance of the **SERVICE PROVIDER**, decide on any and all questions which may arise as to the quality or acceptability of the services rendered and require immediate corrective action.

ARTICLE III
THE NPDC'S UNDERTAKING

- 1. **NPDC** shall provide a storage area for the service provider's personnel, tools, equipment, and vehicles.
- 2. The **SERVICE PROVIDER** shall provide its own sub-meter in the provided storage area. The Service Provider shall pay the equivalent water and electric power consumption based on the meter reading.
- 3. **NPDC** undertakes to provide water and electricity to be exclusively used for watering of landscape plants, cleaning of trash bins and cleaning of equipment and vehicles. The **SERVICE PROVIDER** shall not be held liable for any damages due to **NPDC's** failure to provide water within forty-eight (48) hours upon request.

ARTICLE IV PERFORMANCE

1. **NPDC** expects excellent performance from the **SERVICE PROVIDER**. As such, service level monitoring tools and measures shall be communicated by **NPDC** to the winning **SERVICE PROVIDER** through a kick-off meeting.
2. **NPDC** has the right to terminate the service contract with the winning **SERVICE PROVIDER** before the stated contract end date if the **SERVICE PROVIDER** fails to meet the agreed-upon performance expectations and measures as specified under Article VI Item 2.
3. Service Level Monitoring Tool
 - 3.1 The Service Provider's Performance shall be rated monthly through its Service Monitoring Tool and Customer Survey.
 - 3.2 Rating of each item in the Service Monitoring Tool shall be per area clusters:
 - a. Cluster 1 Rizal Monument and Kilometer 0
 - b. Cluster 2 Rizal Park Central Promenade
 - c. Cluster 3 Noli Me Tangere Garden, RPVC Area, Bachelor's Garden, and Lights and Sounds Complex
 - d. Cluster 4 Japanese Garden
 - e. Cluster 5 Western Section (as stated in Section 1.2 under IV. Scope of Work)
 - f. Cluster 6 Center Islands (Roxas Blvd and Ma. Orosa) and Ma. Orosa Cascading Falls
 - 3.3 Each cluster shall have its percentage weight as determined by **NPDC**.

ARTICLE V CONTRACT PRICE AND MANNER OF PAYMENT

1. In consideration of the full satisfactory and faithful performance by the **SERVICE PROVIDER** of its undertaking and obligations under this Contract, the **NPDC** shall pay the **SERVICE PROVIDER** the amount of **TWELVE MILLION FIFTY-FOUR THOUSAND ONE HUNDRED SIXTY-SIX AND 67/100 (PHP 12,054,166.67)**.
2. The **NPDC** requires the Ground Maintenance **SERVICE PROVIDER** to submit its billing statement on or before the 10th of each succeeding month. Failure to comply shall be subjected to liquidated damages amounting to 1/10 of 1% for every day of delay. Also, any non-conformity on the contractual deliverables shall be subjected to liquidated damages and/or termination of the contract.
3. Bi-monthly payment shall be allowed upon request by the **NPDC** at the end of every quarter provided that the documents are submitted every 20th day of March, June, September, and December, whichever is applicable.

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4. Failure to submit the billing statement on time will result in delayed payment. The Ground Maintenance **SERVICE PROVIDER** shall wait for the next Notice of Cash Allocation (NCA) cycle for that billing period as NCA is given every quarter. As such, the **NPDC** has an option to pay the service provider next NCA Cycle/Quarter or subject to availability of funds.

5. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing:

- a. Copy of Notice of Award (Initial Payment);
- b. Copy of Notice to Proceed (Initial Payment);
- c. Duly Signed Contract (Initial Payment);
- d. Service Provider's bill;
- e. Accomplishment Report;
- f. Copy of duly accomplished remittance to government agencies and/or GOCCs together with the corresponding check voucher;
- g. Result of service level monitoring tool (to be provided by NPDC)

6. **SERVICE PROVIDER** shall be paid on a monthly basis equivalent to one-twelfth (1/12) of the total contract price.

- 6.1. End-user will conduct a monthly performance audit using a service level monitoring tool based on percentage breakdown provided in Annex B. The results of the service level monitoring tool and monthly accomplishment reports will be required as an attachment for the billing. A satisfactory rating of at least 85% is required for processing of payment for the audited month.
- 6.2. A rectification period of 48 hours, or as agreed upon with NPDC, is given to the **SERVICE PROVIDER** in case it fails to acquire the satisfactory rating.
- 6.3. Payment for the audited month is postponed until the rectification period is completed and SLA performance is re-evaluated. If, after the rectification period, the **SERVICE PROVIDER** still failed to receive a satisfactory rating, deductions in the rate of one-tenth (1/10) of one percent (1%) of the total contract price will be imposed daily until satisfactory rating is achieved.
- 6.4. After two (2) consecutive months of rating below 85%, shall be considered as breach of obligation and may be subject to termination of contract in accordance with RA 9184 and its IRR.

7. Claim for unbilled charges and all other similar expenses

- 7.1. The **SERVICE PROVIDER** shall provide, in writing and including its supporting documents, if any, all unbilled charges, claims, and all other similar items within one (1) month after the expiration of the applicable contract; and
- 7.2. Failure of the **SERVICE PROVIDER** to manifest in writing the aforementioned claims in the immediately preceding paragraph will result in the waiver thereof, without prejudice to all other remedies provided for by law.


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ARTICLE VI PENALTIES


1. In cases of gross and habitual violations by the **SERVICE PROVIDER** of the rules and regulations of the park, **NPDC** reserves the right to impose necessary disciplinary sanctions against the **SERVICE PROVIDER**.
2. The classification of violations, including the severity of the disciplinary sanctions, shall be thoroughly identified and discussed during the kick-off meeting between the **NPDC** and **SERVICE PROVIDER**. The covenants made by the **PARTIES** during the said meeting shall be reduced into writing and will form an integral part of this Agreement.

ARTICLE VII INDEMNITY

1. The **SERVICE PROVIDER** shall hold the **NPDC** free from indemnity and hold harmless the **NPDC** for any and all liabilities, damages, losses, injuries, including death, due to the fault, negligence, or omission of the **SERVICE PROVIDER** and/or its personnel in the performance of the **SERVICE PROVIDER's** undertakings and obligations under this contract.

ARTICLE VIII SURETY AND PERFORMANCE BOND

1. The **SERVICE PROVIDER** to make certain the fulfilment of its duties and responsibilities under this Contract shall, within ten (10) calendar days from the receipt of the approved Notice of Award, post a performance bond in favor of the **NPDC**. The performance security shall be in the form of any of the following schedule:
Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit which amount shall be five percent (5%) of the total contract price; Surety Bond, callable upon demand, and secured from any insurance company duly accredited by the Office of the Insurance Commissioner or GSIS, which shall be thirty percent (30%) of the total contract price.
2. The Performance Bond shall be valid up to forty-five (45) calendar days after the expiry date of the Contract. If the contract is extended or renewed, a new Performance Bond shall be posted by the **SERVICE PROVIDER** in the amount and form as above indicated.


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3. In case the **NPDC** grants the **SERVICE PROVIDER** an extension or renewal of the contract, the **SERVICE PROVIDER** shall renew or extend the validity of its performance bonds at its expense.
4. Any change in this Contract, whether such change decreases or increases the amount stipulated herein, or any change in the manner of payment to the **SERVICE PROVIDER**, or such other modifications as maybe mutually agreed upon by the parties in writing, shall in no case annul or affect the liability of the **SERVICE PROVIDER** and the Performance Bond given.

ARTICLE IX EFFECTIVITY OF THE CONTRACT

1. The Ground Maintenance Service Contract shall be effective for a period from **01 February 2024 to 31 December 2024** and if no notice of termination is received by the **SERVICE PROVIDER** upon the lapse of the contract period, the contract may be extended on a monthly basis for a maximum period of six (6) months, subject to the availability of funds and subject to the provisions of the IRR of Republic Act No. 9184.
2. The contract maybe renewed for another six- month term subject to the mutual consent of both parties hereto, provided, however that the performance evaluation of the **SERVICE PROVIDER** for CY 2023 is at least "**ABOVE SATISFACTORY**".
3. Within thirty (30) days after termination or rescission of this Contract, the parties shall settle their respective accountabilities as of the date of termination or rescission. In case of disagreement as to the accountabilities, the dispute shall be submitted to court of litigation.

ARTICLE X INSPECTION

1. The **NPDC** or its duly authorized representative shall have the right to inspect the personnel assigned by the **SERVICE PROVIDER** at any time to determine the quality and acceptability of the service being performed by the personnel in the provision of ground maintenance services covered by the Contract.

ARTICLE XI MISCELLANEOUS PROVISIONS

1. Should the **NPDC** be constrained to resort to court action in order to protect its rights and interest hereunder, the **SERVICE PROVIDER** shall pay the **NPDC** an amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, attorney's fees, plus the expenses of litigation, recoverable under



ATTY. BERNARD VINCENT C. PULIDO
JSA, INC



CECILLE A. LORENZANA-ROMERO
NATIONAL PARKS DEVELOPMENT COMMITTEE

pertinent laws, Provided, that attorney's fee shall in no case be less than Twenty Thousand Pesos (20,000.00). Venue of any court actions shall be in Manila City, Metro Manila.

2. Failure of the **NPDC** at any time to enforce or demand performance of any of all of the terms and conditions of this Contract and other related instruments of contracts shall in no way be construed as a waiver of such terms and conditions and shall not affect the validity or enforceability thereof of the right of the **NPDC** to subsequently enforce or demand performance of such terms and conditions.
3. Any amendment, alterations, or modification of this Contract shall not be valid and binding unless and until made in writing and signed by the parties hereto.
4. The **SERVICE PROVIDER** shall not sub-contract, assign or transfer any or all of its rights and obligations hereunder to any third party without the prior written consent of the **NPDC**. The Terms of Reference, Bid Data Sheet, Instruction to Bidders, Bid Bulletins and other bidding documents shall be deemed part of this Contract.
5. Any and all disputes arising out of or relating to this CONTRACT shall be subjected to good faith negotiations between the **PARTIES** before implementation of the legal proceedings.
6. This CONTRACT shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Exclusive jurisdiction over and venue of any suit arising out of or relating to this CONTRACT will be in the proper courts of the City of Manila, to the exclusion of all other courts or tribunals.
7. If any provision of this CONTRACT is declared invalid, illegal, or unenforceable by a court of law or a competent authority, the remaining provisions thereof shall not be affected by such declaration, and shall remain valid and enforceable.
8. Any violation of the provisions of this CONTRACT shall give rise to a valid cause for the termination thereof upon the written notice of any of the **PARTIES**.
9. In the event of any conflict arising from the Grounds Maintenance Service Contract between the **NPDC** and the **SERVICE PROVIDER**, the parties shall endeavor to settle their conflicts amicably, failing which, the same shall be submitted to arbitration and/or to a court of competent jurisdiction
10. The **SERVICE PROVIDER** grants no authority to its employees to secure personal loans / cash advances from **NPDC**, nor handle cash / money matters for **NPDC** and / or any of the latter's employees or any third parties. Hence, the **SERVICE PROVIDER** shall not be held liable for any loss, damage or claim arising therefrom. Furthermore, the **SERVICE PROVIDER** observes a NO TIPPING POLICY. If **NPDC** or its employees wish to give any gratuity, monetary or in kind, such as, but not limited to, Christmas baskets, care packages, food,

[Signature]

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JSA, INC

[Signature]
CECILE A. LORENZANA-ROMERO
NATIONAL PARKS DEVELOPMENT COMMITTEE

gift certificates, clothes, and the likes, it should be coordinated with the **SERVICE PROVIDER**'s management prior to procurement and distribution.

IN WITNESS WHEREOF, both parties have hereunto set their hands and affixed their signatures:

**NATIONAL PARKS DEVELOPMENT
COMMITTEE**

By:


CECILLE LORENZANA ROMERO
Executive Director III

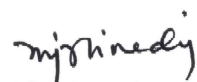
SERVICE PROVIDER

By:


ATTY. BERNARD VINCENT C. PULIDO
General Manager
JSA, Inc.

SIGNED IN THE PRESENCE OF:


ROSALINA P. TENEPERE
Park Operations Superintendent V
National Parks Development Committee


MARY JOANA S. JARDENIL
Assistant General Manager
JSA, Inc.

CERTIFIED FUNDS AVAILABLE:


ALEXANDRA JESSICA C. ROSEL
Acting Chief Accountant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME a Notary Public for and in the City of Manila, this 30 JAN 2024 appeared the following persons presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Place of Issue and Validity
CECILLE A. LORENZANA-ROMERO	Philippine Passport S0022701A	25 June 2026
ATTY. BERNARD VINCENT C. PULIDO	Philippine Driver's License D16-03-008143	17 May 2023

known to me and to me known to be the same persons who executed and voluntarily signed the foregoing Contract Agreement, which they acknowledged before me as their own free and voluntary act and deed, and with full authority to sign in that capacity.

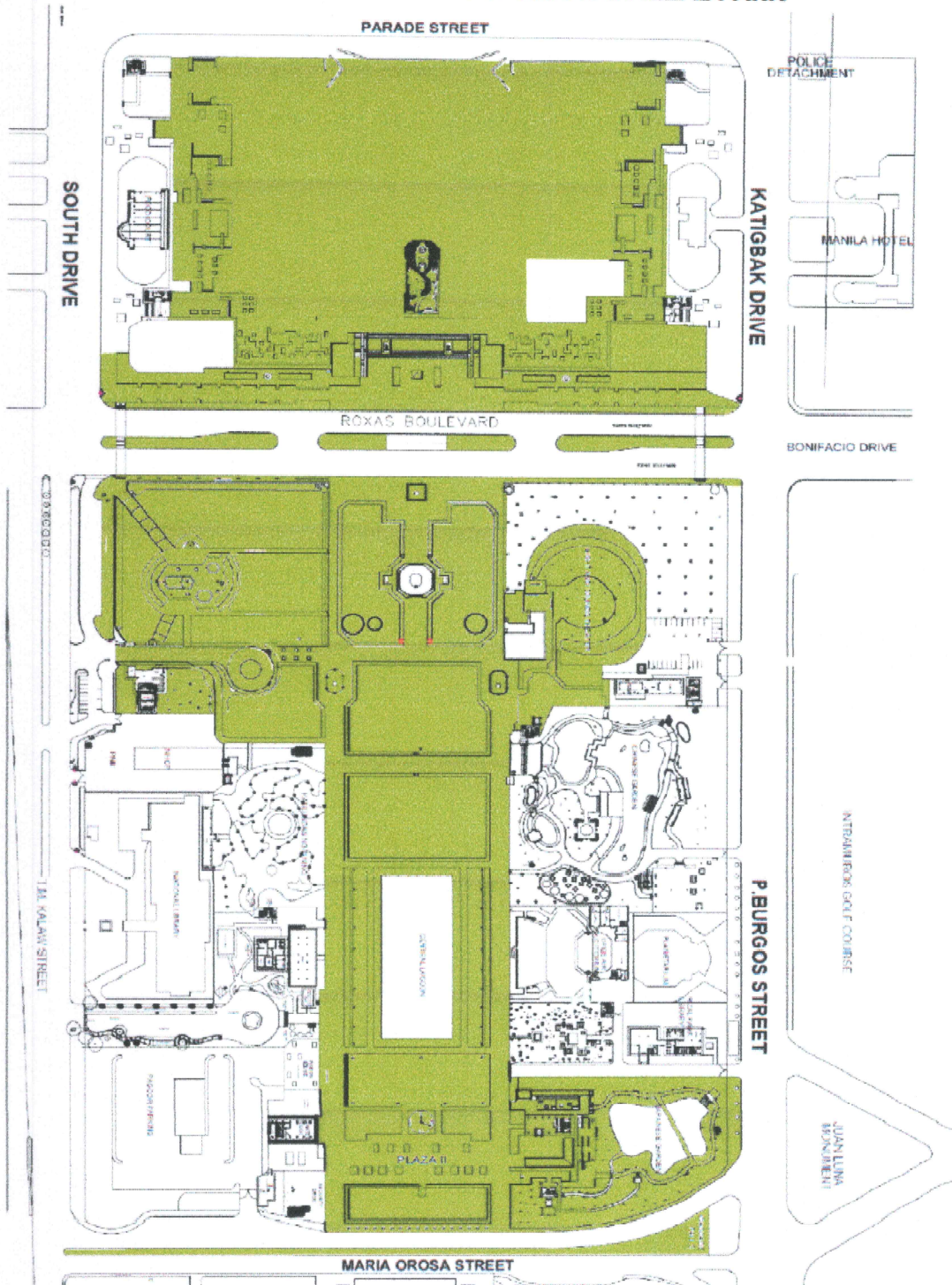
This instrument refers to the Contract Agreement and consisting of eighteen (18) pages including this page where the Acknowledgment is written, duly signed by the parties and their instrumental witnesses thereof.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc. 145;
Page 33;
Book 1;
Series of 2024.

ATTY. RUBEN M. AZAÑES, JR.
NOTARY PUBLIC IN QUEZON CITY
VALID UNTIL DECEMBER 31, 2024
ADM. NP - 025 (2023-2024)
IBP NO. 384112 Jan. 1, 2024, Roll No. 46427
PTR No. 5555119 Jan. 2, 2024 Quezon City / TIN: 140-394-836-000
MCLE Compliance No. VII-0018605 Valid Until 04-15-2025
Add. 2A 2nd Floor 3rd Avenue, Bagong Lipunan ng Crame, Quezon City

ANNEX A SCOPE OF WORK: SELECTED AREAS IN RIZAL PARK



ATTY. BERNARD VINCENT C. PULIDO
JSA, INC.

CECILLE A. LORENZANA-ROMERO
NATIONAL PARKS DEVELOPMENT COMMITTEE

ANNEX B
GROUND MAINTENANCE SERVICE FOR SELECTED AREAS IN RIZAL PARK
2024
SERVICE LEVEL MONITORING TOOL

Service Provider: _____
 Evaluation Period: _____

PARTICULARS	WEIGHT
I. COMPLIANCE	5%
Completeness of Tools, Equipment, PPEs, Materials	5%
II. OVERALL PERFORMANCE	70%
A. Quality of Work	
A.1. Cleanliness/Groundskeeping	20%
A.2. Landscape Maintenance	20%
A.3. Lawn/Turf Maintenance	20%
B. Response Time	5%
C. Technical Reports	5%
III. CUSTOMER SERVICE RATING	25%
	100%

Basis of payment:

- **85%-100%** = full payment for evaluated month
- **Below 85%** = for rectification of unsatisfactory deliverables; full payment shall be released if rectified within 48 hours or as agreed upon with NPDC.
- **Below 85% after initial rectification period** = Deductions in the rate of one-tenth (1/10) of one percent (1%) of the total contract price will be imposed daily until satisfactory rating is achieved.

ATTY. BERNARD VINCENT C. PULIDO
 JSA, INC

CECILLE A. LORENZANA-ROMERO
 NATIONAL PARKS DEVELOPMENT COMMITTEE