

Republic of the Philippines
National Parks Development Committee

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

Contract Agreement No. 003

Series of 2024

KNOWN 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 Rizal Park, T.M. Kalaw Street, Ermita, Manila, duly represented herein by its Executive Director, **CECILLE A. LORENZANA-ROMERO** hereinafter referred to as **NPDC**;

and

LSERV CORPORATION a partnership duly organized and existing by virtue of the laws of the Republic of the Philippines, with business address at 21/F Petron Mega Plaza Bldg., 358 Sen. Gil Puyat Ave., Makati City herein represented by its Vice President-Account Management Group, Government Sector **Generoso T. Canlas Jr.**, duly appointed for the purpose, hereinafter referred to as the **SERVICE PROVIDER**;

-WITNESSETH-

WHEREAS, the **NPDC** is the government agency tasked to develop, preserve and manage Rizal Park and Paco Park;

WHEREAS, the **NPDC** is desirous to enter into a contract for the outsourcing of Janitorial Services for the purpose of attaining operational efficiency and maintaining the ground cleanliness of Rizal Park, Paco Park, NPDC premises and its facilities;

WHEREAS, after the opening of bids on 11 December 2023, the conduct of bid evaluation and post qualification, the bid submitted by the **SERVICE PROVIDER** was found to be a responsive bid in the amount of **Eight Million Nine Hundred Seventy Thousand Four Hundred Pesos and 56/100 (PhP 8,970,400.56)** for the covered period from **February 1, 2024 to December 31, 2024**;

NOW, THEREFORE, for and in consideration of the foregoing premises and covenants and undertakings set forth, the parties have agreed and hereby agree as follows:

ARTICLE I
SCOPE OF WORK

The **SERVICE PROVIDER** shall render the following services to the **NPDC**:

1. DUTIES AND RESPONSIBILITIES OF THE SUPERVISOR

- 1.1. Must submit to the Park Operations Division the monthly manpower deployment schedule every 20th day of the preceding month.
- 1.2. Must ensure compliance with the Manpower Deployment Schedule.
- 1.3. Must submit to the Park Operations Division the monthly accomplishment report.
- 1.4. Must schedule work assignments, set priorities, and direct the work of subordinate employees in coordination with the Chief of Park Operations Division or her authorized representative.
- 1.5. Evaluate and verify completed work assignments and employee performance through the review of the daily janitorial checklist.
- 1.6. Ensures that proper labor standards and conditions of employment are maintained.
- 1.7. Must ensure implementation, enforcement, and compliance with the **NPDC** rules and regulations relative to the maintenance of cleanliness, sanitation, and ground maintenance of the parks, facilities, and NPDC premises.
- 1.8. Maintain records, prepare reports and compose correspondence relative to the work.
- 1.9. Must make rounds to check personnel coverage in designated work areas.
- 1.10. Must conduct inspections and investigations of complaints.
- 1.11. Must conduct a daily inspection of the parks and premises to ensure clean and safe conditions.
- 1.12. Must ensure delivery of the supplies needed by its personnel.
- 1.13. Must determine, on a monthly basis, the materials, supplies, and equipment needed.
- 1.14. Perform other services necessary or desirable for the maintenance and enjoyment of the office premises and minister to the personal comfort, convenience, or safety of the NPDC officers, employees, and visitors.

2. BUILDING AND FACILITIES HOUSEKEEPING

2.1. DAILY JANITORIAL ACTIVITIES

- 2.1.1. Sweeping, damp mopping, scrubbing, and spray buffing of all floors are necessary to maintain luster and shine at all times.
- 2.1.2. Cleaning of glass panels and their appurtenant steel or aluminum frames through scrubbing and wiping by application of cleaning solutions to remove dust, soot, and grime.

- 2.3.1. General cleaning of NPDC offices and premises.
- 2.3.2. Cleaning and application of the polishing solution to the vertical/horizontal wall, divider, and ledges of the division.
- 2.3.3. General cleaning of offices including dusting damp wiping of office furniture, fixtures, and equipment, and application of furniture polish.
- 2.3.4. General cleaning of surfaces, receptacles, corners, air conditioning vents, and areas that are not ordinarily cleaned during the daily and weekly services.
- 2.3.5. Cleaning and dusting of file rooms.
- 2.3.6. Cleaning and de-clogging of decks, gutters, downspouts, and storm drains.
- 2.3.7. General cleaning of light diffusers and other receptacles.

3. GROUNDS MAINTENANCE

Grounds maintenance services shall be performed in various areas of the park specifically the Open-Air Auditorium, Chinese Garden, Aguinaldo, Mabini Hall, Chess Plaza, Art Gallery, Planetarium, Kweba, PNB Executive Office, Senior Citizen Garden, North and South portion of Western Section of Rizal Park, and the whole Paco Park. The service provider shall deliver the following maintenance results and shall be delivered at all times during the contract period:

3.1. GARBAGE & LITTER MANAGEMENT

- 3.1.1. Paved areas, roadways, walkways, driveways, lawns, 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 on a daily basis.
- 3.1.2. The **SERVICE PROVIDER** will be responsible for the cleanliness of paved areas within the contract site, specifically the Rizal Monument area and Kilometer Zero area. Coordinate with the **NPDC**, for the maintenance activities inside the Rizal Monument area in order for NPDC to advise the marine corps.
- 3.1.3. Responsible for the cleanliness/readiness of Rizal Monument Area before and after the events/activities to be held at the area such as wreath-laying, Independence Day Celebration, Rizal Day, Stop and Salute Ceremony and etc.
- 3.1.4. Collected inorganic litter, residual waste, and garbage are placed in designated points where they will be picked up by the Manila City Department of Public Services.
- 3.1.5. Collected fallen leaves, twigs, and branches placed in waste bins, plastic bags, or sacks are hauled from point of collection to the designated processing area at the park.

Cecille A. Lorenzana-Romero
CECILLE A. LORENZANA-ROMERO
 NATIONAL PARKS DEVELOPMENT COMMITTEE

Generoso T. Canlas, Jr.
GENEROSO T. CANLAS, JR.
 LSERV CORPORATION

Andrew A. Balde
ANDREW A. BALDE
 Senior Manager

- 3.1.6. Collected silt or rocks are placed in areas designated by the **NPDC**.

3.2. IRRIGATION/PLANTS WATERING

- 3.2.1. Softscapes are watered according to plants' watering requirements.
- 3.2.2. Water discharged for irrigation is kept within the softscape area only, not reaching any path walk or windows nor left unattended.
- 3.2.3. Plants are free from damage.
- 3.2.4. Groundcovers and shrubs are trimmed to and maintained in the height and form specified by the **NPDC**.
- 3.2.5. Landscape areas are free of weeds, litter, stones, or debris.

3.3. PALM AND TREE CARE

- 3.3.1. Palms are free of brown, dried, and drooping fronds.
- 3.3.2. Trees, palms, and shrubs are pruned/trimmed within the contract area using appropriate equipment and tools.
- 3.3.3. Safety, security, tree health, and aesthetics are taken into consideration during tree care operations.
- 3.3.4. The pruning schedule is coordinated to the Park Operations Division at least one (1) week prior to the performance of pruning.

3.4. PEST AND NUTRIENT MANAGEMENT

- 3.4.1. Plants and landscape areas are kept free from pest-related damage.
- 3.4.2. Practice proper plant nutrient management and fertilize plants as needed to keep them looking healthy and robust.

3.5. OTHER RELATED DELIVERABLES

- 3.5.1. 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.
- 3.5.2. Monitoring of Philippine flags around the park. Ensure that all flags are in good condition, change/replace any damaged or worn-out flags such as the everyday flag and storm flags.
- 3.5.3. Safety warning signs, barriers, and other safety equipment which may be required to ensure the safety of the public are provided and installed.


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Sector Manager

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OFFICE OF THE GENERAL COUNSEL
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- 3.5.4. Provide manpower assistance during ingress/egress of events within the Park and other logistical assistance in the Park.
- 3.5.5. Keep watch and take actions to prevent or mitigate damage to the buildings and facilities during emergency situations such as typhoons, floods, earthquakes, power failures, and fire incidents.
- 3.5.6. Ensure disaster preparedness of personnel by providing Personal Protective Equipment (PPE) such as but not limited to hardhats, safety shoes, rubber boots, raincoats, and gloves, and go bags.

ARTICLE II THE SERVICE PROVIDERS'S UNDERTAKING

A. COMPLEMENT

1. Twenty-nine (29) Personnel (Ground Maintenance, Comfort Room Attendants, Janitors/Janitress, Garbage Collectors)
2. Two (2) Working Supervisor (one for each shift)
3. The **SERVICE PROVIDER** must make efforts to increase the equitable distribution of work opportunities for all genders through deployment and by providing training opportunities to all personnel, regardless of gender.

B. HOURS OF WORK

1. The **SERVICE PROVIDER** shall provide cleanliness and ground maintenance services to **NPDC** every day, for two (2) shifts a day (5:00 AM-2:00 PM and 1:00 PM-10:00 PM), seven (7) days a week, from Monday until Sunday and during holidays.
2. Each Personnel and the Supervisor shall only work 8 hours a day, 6 days a week. The **SERVICE PROVIDER** shall be responsible for preparing the monthly deployment schedule of its employees.

C. SERVICE PROVIDER'S RESPONSIBILITIES

1. PERSONNEL WELFARE, BEHAVIOR AND ACCOUNTABILITY

- 1.1. 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 of the NPDC as well as the park goers, and shall at all times save the **NPDC** from any claim for damage arising therefrom.
- 1.2. Shall assume liability and responsibility for any and all losses and damages, for destruction to property, or death/injuries sustained by the **NPDC**, its employees, and visitors which are directly attributable to the negligence, fault, unlawful act, or misconduct of the **SERVICE PROVIDER's** personnel.


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- 1.3. 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.
- 1.4. 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 janitorial personnel, or any other analogous circumstances.
- 1.5. The **SERVICE PROVIDER** is expected to rigorously uphold a non-discrimination policy and place paramount importance on extending the highest level of respect and courtesy to all park goers, with particular attention to indigent individuals.
- 1.6. The **SERVICE PROVIDER** shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park, Paco Park, any **NPDC** offices, and premises.
- 1.7. The **SERVICE PROVIDER** shall provide Accident insurance for both personal and property damaged.
- 1.8. The **SERVICE PROVIDER** shall guarantee that the salaries of janitorial personnel detailed within **NPDC** shall be paid the regular working hours not later than the 25th day of each month and 10th day of the succeeding month. Three occurrences of unjustified delays in the payment of the salaries attributable to the **SERVICE PROVIDER**, or if the janitorial staff are not paid the exact amount due to them as reflected in the payroll, shall be sufficient grounds for **NPDC** to terminate this contract.
- 1.8. **NPDC** shall have access to records of payment of salaries. Hence, the **SERVICE PROVIDER** shall provide the **NPDC** a copy of the payroll and proof of payment for the janitorial personnel assigned to the **NPDC**.
- 1.9. Perform all other tasks that may be directed by the **NPDC**, insofar as the same is related to or analogous to the duties and responsibilities indicated in this Agreement.

2. PROVISION OF RESOURCES

- 2.1. To be provided by Service Provider
 - 2.1.1. Tools and equipment
 - 2.1.1.1. The 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**


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PROVIDER. Supplies can be substituted with alternative material as per request by NPDC.

2.1.1.1.1. Upon Start of the Contract
a. 20 pcs Poker / Pickup Tong at least 1m long
b. 35 sets Raincoats
c. 35 pairs of Boots
d. 10 pcs Garden Trowel

2.1.1.1.2. Monthly Supplies
a. 150 pcs Stick Broom
b. 1,500 Biodegradable Garbage Bags
c. 50 kgs Detergent Powder
d. 20 pcs Mop Head
e. 20 gals Bowl Cleaner
f. 200 pcs Deodorant Cake
g. 2 gals Marble Crystallizer Wax
h. 5 pcs Push Brush

2.1.1.1.3. Quarterly Supplies
a. 20 pcs Outdoor Dustpan
b. 10 pcs Mop Handle
c. 10 pcs Toilet Brush
d. 10 pcs Hand Brush
e. 10 pcs Toilet Pump
f. 10 pcs Wooden Handle
g. 5kgs Cotton Rags

2.1.1.2. The **SERVICE PROVIDER** shall present for inspection at the premises of the Park, equipment, complete sets of tools, and supplies listed below, within fifteen (15) calendar days from receipt of the Notice to Proceed from the **NPDC**.

- 2.1.1.2.1. 2 units of Floor polisher
- 2.1.1.2.2. 2 units of Pushcart
- 2.1.1.2.3. 1 unit Wet and Dry Vacuum Cleaner
- 2.1.1.2.4. 1 unit Knapsack Sprayer
- 2.1.1.2.5. 4 units Wet Floor Signages (Yellow)

The **NPDC** may, at its option, inspect the said equipment, tools, and consumables in the **SERVICE PROVIDER**'s storage area.

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

The **SERVICE PROVIDER** shall ensure that, incase that the equipment breaks down or gets damaged, the Service Provider shall repair or replace the same.

2.1.2. The **SERVICE PROVIDER** shall provide the necessary basic Personal Protective Equipment (PPE) including COVID-19 Safety Protection as mandated by duly

recognized authorities, or any other analogous circumstances, and other such protection as may be required by their personnel to perform their functions in a safe and effective manner without any additional cost to **NPDC** nor to the janitorial personnel.

- 2.1.3. The **SERVICE PROVIDER** must provide the employees assigned to **NPDC** with proper uniforms and identification. The cost must be disclosed to their personnel and payments shall be staggered if salary deduction. The **SERVICE PROVIDER** must ensure that all employees wear the company prescribed uniform and ID at all times while on duty.

3. COMMUNICATION AND COORDINATION RESPONSIBILITIES

- 3.1. Must provide the **NPDC's** Chief Security Officer and Chief, Park Operations Division with a complete list and photographs of its employees assigned to **NPDC** upon signing of the contract. The list and photographs must be updated in the event of change/replacement of personnel deployed to **NPDC**.
- 3.2. Must submit to the **NPDC** within five (5) calendar days of every month a statement signed by the service provider's duly authorized representative that it has paid all wages, salaries, compensation, and other benefits of the employees assigned to **NPDC** for services rendered by them during the immediately preceding month, and that such payments were all in accordance with the requirements of law.
- 3.3. The **SERVICE PROVIDER** shall ensure the availability of replacement personnel in case of an unscheduled absence of its personnel deployed at **NPDC**.
- 3.4. The **SERVICE PROVIDER** shall seek approval of the Park Operations Division on the monthly working deployment schedule of its personnel deployed to **NPDC**. Such approval must be secured on or before the 20th day of the preceding month.
- 3.5. The **SERVICE PROVIDER** must furnish the **NPDC** with documents to support the qualifications of the two (2) supervisors to be deployed to **NPDC** upon signing of the contract.
- 3.6. The **SERVICE PROVIDER** shall meet with Park Operations Division in a monthly basis for discussion and assessment of their performance.
- 3.7. In the event of an incident, the **SERVICE PROVIDER** shall meet with the **NPDC** Park Operations Division to review the findings and to present an action plan to prevent recurrence of the incident.

4. SUPERVISION

- 4.1. The **SERVICE PROVIDER** shall designate a supervisory team responsible for overseeing the execution of the janitorial and ground maintenance activities outlined in the scope of work. This team will be responsible for preparing reports and facilitating communication and coordination with **NPDC**.


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- 4.2. The supervisory team must maintain a visible presence to monitor the daily activities of the personnel.
- 4.3. 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. Water and electric power consumption shall be for the exclusive account of the **NPDC**. It is understood however, that the **SERVICE PROVIDER** shall exercise economy in the use of water and electricity by instructing and/or directing assigned service personnel to use water and electricity at a minimum requirement at all times.
2. The **NPDC** shall provide a reasonable amount of space, whenever necessary, for the **SERVICE PROVIDER**'s personnel, tools, equipment, and vehicles.
3. The **SERVICE PROVIDER** is responsible for covering the costs of water and electricity consumption when used within their barracks for personal purposes. However, this excludes usage related to official tasks such as watering plants, cleaning NPDC offices, comfort rooms, and pavements, which will be considered official expenses.

ARTICLE IV CONTRACT PRICE AND MANNER OF PAYMENT

1. In consideration of the full and faithful performance by the **SERVICE PROVIDER** of its undertaking and obligations under this contract, the **NPDC** shall pay the amount of **EIGHT MILLION NINE HUNDRED SEVENTY THOUSAND FOUR HUNDRED PESOS AND 56/100 ONLY (Php 8,970,400.56)**.
2. The **SERVICE PROVIDER** shall be paid on a monthly basis. However, every last month of the quarter (e.g. March, June, September, and December), the **SERVICE PROVIDER** shall be paid twice a month, in two installments, (e.g. 1st - 15th day that shall be submitted every 20th day of the month and 16th - 30th that must be submitted on the 5th day of the succeeding month) based on the Statement of Account submitted by the **SERVICE PROVIDER**. The **NPDC** requires the **SERVICE PROVIDER** to submit its billing statement on or before the 10th day 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. Further, failure to submit the billing statement on time will result in delayed payment. The **SERVICE PROVIDER** shall wait for the next Notice of Cash Allocation (NCA) cycle to that particular billing period as NCA is given every quarter. As such,


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NPDC has an option to pay the **SERVICE PROVIDER** next NCA cycle/ quarter or subject to availability of funds.

3. 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. Daily Time Record;
 - g. Summary Sheet;
 - h. Certification of payment to employees of the service providers;
 - i. Copy of duly accomplished remittance to government agencies and/or GOCCs together with the corresponding check voucher;
 - j. Result of survey ratings
 - k. Other documents as are deemed necessary depending on the nature of the transaction.

ARTICLE V 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 VI SURETY AND PERFORMANCE BOND

1. The **SERVICE PROVIDER** in order 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:
 - 1.1 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;
 - 1.2 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 VII
EFFECTIVITY OF THE CONTRACT**

1. The contract shall be effective 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 month-to-month 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 **NPDC** expects excellent performance from the **SERVICE PROVIDER**. The **NPDC** shall conduct a monthly performance survey in accordance with the Service Level Agreement that will be agreed upon with the **NPDC** at the start of the contract which shall be attached to the billing.
3. The **SERVICE PROVIDER** is required to obtain a monthly rating of at least VERY SATISFACTORY, based on the Service level agreement.
4. The **NPDC** has the right to terminate the service contract with the **SERVICE PROVIDER** before the contract end date if the performance level of the **SERVICE PROVIDER** is not SATISFACTORY based on the evaluation criteria or failure to perform its obligations thereon following the required procedures prescribed under the Implementing Rules and Regulations of RA 9184.;
5. If the **SERVICE PROVIDER** fails to obtain a rating of at least VERY SATISFACTORY, this shall be considered as breach of obligation under contract and ground for the imposition of liquidated damages in accordance with RA 9184 and its IRR.

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. Failure of the SERVICE PROVIDER to submit in writing any claim arising from this Agreement shall be deemed a waiver thereof, without prejudice to all other remedies provided for by law.

**ARTICLE VIII
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 in order to determine the quality and acceptability of the service being performed by the personnel covered by the Contract.


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 Senior Manager

**ARTICLE IX
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 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.

**ARTICLE X
RESOLUTION OF CONFLICTS**

1. In the event of any conflict arising from the 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.

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

**NATIONAL PARKS DEVELOPMENT
COMMITTEE**

By:


CECILLE A. LORENZANA-ROMERO
Executive Director

LSERV CORPORATION

By:


GENEROSO T. CANLAS, JR.
Vice President


ANDREW A. BALDE
Senior Manager

Reviewed By:
OFFICE OF THE GENERAL COUNSEL
LSERV CORPORATION

SIGNED IN THE PRESENCE OF:


ROSALINA P. TENEPERE
National Parks Development Committee


ANDREW SALVADOR A. BALDE
LSERV Corporation

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 JAN 30 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 National Parks Development Committee	Philippine Passport S0022701A	25 June 2026
GENEROSO T. CANLAS, JR. LSERV CORPORATION	Driver's License C02- 01-075124	October 27, 2033

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 FIFTEEN (15) 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. 380 ;
Page 17 ;
Book 11 ;
Series of 2024

ATTY. CECILIA M. TUAZON
Notarial Commission No. M-136
Notary Public for Makati City until December 31, 2025
Roll No. 58750
IBP No. 377943 / 28 December 2023 / Manila IV
PTR No. 9565284 / 04 January 2024 / Makati City
MCLC Compliance No. VII-0022379
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09175170113; cmtuazon@lserv.com.ph

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