



Bidding Documents for

**Provision of Ground
Maintenance Services
for Selected Areas in
Rizal Park Luneta for
FY 2025**

NPDC-2024-EPA-ITB-005

(Early Procurement Activity)

2024

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the *"name of the Procuring Entity"* and *"address for bid submission,"* should be furnished in the Instructions to

Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid	8
Section II. Instructions to Bidders	12
1. Scope of Bid	13
2. Funding Information	13
3. Bidding Requirements	13
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	13
5. Eligible Bidders	14
6. Origin of Goods	14
7. Subcontracts	15
8. Pre-Bid Conference	15
9. Clarification and Amendment of Bidding Documents	15
10. Documents comprising the Bid: Eligibility and Technical Components	15
11. Documents comprising the Bid: Financial Component	16
12. Bid Prices	16
13. Bid and Payment Currencies	17
14. Bid Security	17
15. Sealing and Marking of Bids	17
16. Deadline for Submission of Bids	18
17. Opening and Preliminary Examination of Bids	18
18. Domestic Preference	18
19. Detailed Evaluation and Comparison of Bids	18
20. Post-Qualification	19
21. Signing of the Contract	19
Section III. Bid Data Sheet	20
Section IV. General Conditions of Contract	23
1. Scope of Contract	24
2. Advance Payment and Terms of Payment	24
3. Performance Security	24
4. Inspection and Tests	24
5. Warranty	25
6. Liability of the Supplier	25
Section V. Special Conditions of Contract	26
Section VI. Schedule of Requirements	28
Section VII. Technical Specifications	29

Technical Specifications

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Technical Specifications / Scope of Work

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Statement of Compliance

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Section VIII. Checklist of Technical and Financial Documents

31

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA – Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or -controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal

or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP - Government of the Philippines.

GPPB - Government Procurement Policy Board.

INCOTERMS - International Commercial Terms.

Infrastructure Projects - Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA - National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project - refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA - Philippine Statistics Authority.

SEC - Securities and Exchange Commission.

SLCC - Single Largest Completed Contract.

Supplier - refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB

Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN - United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR
Provision of Ground Maintenance Services for Selected Areas in Rizal Park
Luneta for FY 2025
NPDC-2024-EPA-ITB-005

1. The **NATIONAL PARKS DEVELOPMENT COMMITTEE** through the National Expenditure Program (NEP) of 2025 intends to apply the sum of **Thirteen Million Eight Hundred Thousand Pesos Only (Php 13,800,000.00)** being the ABC to payments under the contract for **Provision of Ground Maintenance Services for Selected Areas in Rizal Park Luneta for FY 2025 / NPDC-2024-EPA-ITB-005**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL PARKS DEVELOPMENT COMMITTEE** now invites bids for the Early Procurement Activity (EPA) of the above Procurement Project. Delivery of the Goods is required within **365 calendar days** upon receipt of the Notice to Proceed (NTP). The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. All values indicated on the cost breakdown must be rounded off to two decimal places including the total bid offer.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
5. Prospective Bidders may obtain further information from **National Parks Development Committee** and inspect the Bidding Documents at the address given below during **weekdays from 8:00 AM to 5:00 PM**.

6. A complete set of Bidding Documents may be acquired by interested Bidders on **29 October 2024** from the given address and website(s) below *and* upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-five Thousand Pesos (PhP 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
7. The National Parks Development Committee will hold a Pre-Bid Conference on **Wednesday, 06 November 2024, 10:00 AM** at **The Gallery, Rizal Park Luneta, Ermita, Manila** which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **Monday, 18 November 2024, 12:00 NN at the Lobby, NPDC Office at the Old Planetarium, Padre Burgos Ave., Ermita, Manila**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be **Monday, 18 November 2024, 1:00 PM** at the **The Gallery, Rizal Park Luneta, Ermita, Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. Bids shall be prepared in one (1) original and five (5) copies using the appropriate Bid forms provided in Section VIII of the Bidding Documents furnished in strict compliance to the requirements of RA 9184. Any erasure, correction, or changes shall be initialed by the bidder or his authorized representative. All pages must be signed on the space provided for. Any unsigned page of the bidder's tender shall be a ground for disqualification.
12. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184:
 - a. approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAPs; or

- b. the reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules
13. The **National Parks Development Committee** reserves the right to reject all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
14. For further information, please refer to:
MARGAUX VANESSA T. DECRIPITO
NPDC-BAC Secretariat
National Parks Development Committee
NPDC Office, Padre Burgos St., Ermita, Manila
bac@npdc.gov.ph / mtdecripito@npdc.gov.ph
15. You may visit the following websites for downloading of Bidding Documents: www.npdc.gov.ph / <https://www.philgeps.gov.ph>

24 October 2024

(Sgd.)
FLORIZZA P. BUCLATIN
NPDC BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **National Parks Development Committee** wishes to receive Bids for the **Provision of Ground Maintenance Services for Selected Areas in Rizal Park Luneta for FY 2025** with identification number **NPDC-2024-EPA-ITB-005**.

The Procurement Project (referred to herein as "Project") is composed of 1 item, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2025** in the amount of **Thirteen Million Eight Hundred Thousand Pesos Only (Php 13,800,000.00)**.

2.2. The source of funding is:

a. NEP, the National Expenditure Program of 2025

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.
 - a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over

the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **One Hundred (120) Calendar Days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 1 - One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Provision of Grounds and/or Landscape Maintenance Services Completed within ten (10) years upon submission of the bid
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than PhP 276,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 690,000.00 if bid security is in Surety Bond.
15	<p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID"</p> <p>All envelopes shall contain the name of the contract to be bid in capital letters Provision of Ground Maintenance Services for Selected Areas in Rizal Park Luneta for FY 2025</p> <p>bear the name and address of the Bidder in capital letters; be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1 FLORIZZA P. BUCLATIN BAC CHAIRPERSON NATIONAL PARKS DEVELOPMENT COMMITTEE P. BURGOS AVE, RIZAL PARK, ERMITA, MANILA</p> <p>bear the specific identification of this bidding process indicated in the ITB Clause 1: NPDC-2024-EPA-ITB-005</p> <p>bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids DO NOT OPEN BEFORE 18 November 2024 1:00 PM</p>
19.3	Not applicable.

20.1	<ol style="list-style-type: none"> 1. If sole proprietorship, DTI Registration certified by DTI; If partnership, SEC Certification of Registration and Articles of Partnership, and List of Partners; If corporation, SEC Certification of Registration and Articles of Incorporation; If joint venture, copy of Joint Venture Agreement certified by SEC; and, if cooperative, Certificate of Registration with the Cooperative Development Authority and Copy of Articles of Cooperation; 2. Copy of the Bidder's Current Business license and permit certified by the issuing office; 3. BIR Registration Certificate and valid BIR Tax Clearance; 4. Main Office must be based in greater Manila Area; 5. Proof of engagement in the business for at least five (5) years (Maintained grounds and landscaped areas with various ornamental plants, trees and other landscape elements with minimum coverage area of 10 hectares in the past three (3) years (1 landscape area with minimum of 10 hectares area or an aggregate of 2-3 landscape areas that total to a minimum of 10 hectares); 6. An appropriate ISO 9001:2015 Quality Management System Certification is preferred. This is not a required document or qualification but this will be a deciding factor in case of tie-breaker as the NPDC is an ISO-certified government agency. 7. Inventory of equipment, subject to actual inspection during post qualification. 8. Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three years. <p>For Service Provider that has ongoing/ previous contract with NPDC, Service Provider shall submit the NPDC Performance Rating of at least a monthly average of Very Satisfactory (92.50 or higher) duly certified by the Agency for the latest year of contract.</p>
21.2	Not applicable.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a

timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Scope of Contract are detailed in the Attached Terms of Reference.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is</p> <p style="text-align: center;">For. Beo Raven V. Bensurto Park Maintenance Supervisor Park Operations Division.</p> <p>Incidental Services - The Supplier is required to provide all services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p>
2	<p>Payment Terms:</p> <p>NPDC requires the 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.</p> <p>Bi-monthly payment shall be allowed upon request by 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.</p> <p>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 for that particular billing period as NCA is given every quarter. As such, NPDC has an option to pay the service provider next NCA Cycle/Quarter or subject to availability of funds.</p> <p>Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing;</p> <ol style="list-style-type: none"> 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; <p>Result of service level monitoring tool (to be provided by NPDC)</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Unit	Delivered, Weeks/Months
I.	Personnel Welfare, Behavior and Accountability (Detailed in the Attached TOR)	1	lot	365 calendar days upon the receipt of the Notice to Proceed (NTP)
II.	Provision of Resources (Detailed in the Attached TOR)	Quantity of items are specified and detailed in the Attached Terms of Reference		
III.	Provision of Ground Maintenance Services (Detailed in the Attached TOR)	1	lot	

I hereby certify to comply and deliver all the above requirements:

NAME OF BIDDER

SIGNATURE

DATE

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
1.	Personnel Welfare, Behavior and Accountability (Detailed in the Attached TOR)	
2.	Provision of Resources (Detailed in the Attached TOR)	

3.	Provision of Ground Maintenance Services (Detailed in the Attached TOR)	
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Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ANNEX A - TERMS OF REFERENCE
PROVISION OF GROUND MAINTENANCE SERVICES FOR
SELECTED AREAS IN RIZAL PARK LUNETA FOR FY 2025

I. OBJECTIVES

Rizal Park Luneta, hereinafter referred to as the “Park”, a public park in the heart of Manila that boasts 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 National Parks Development Committee.

To address special maintenance requirements in selected areas in the Park, the service is outsourced from an external ground maintenance service provider. This shall be procured through competitive public bidding in accordance with the provisions of Republic Act No. 9184, otherwise known as the “Government Procurement Reform Act”, and its 2016 Revised Implementing Rules and Regulations.

This document and its annexes shall provide details on the scope of the service being procured, the resources and qualifications required from participating service providers and other details of the contract. Annex A illustrates spatial scope where the service will be provided. Annex B is the breakdown of percentages for service level monitoring tool which shall be the basis of payment.

II. SERVICE PROVIDER QUALIFICATIONS

1. Minimum/Basic Qualifications of the Service Provider

The Service Provider shall have the following minimum/basic qualifications:

- 1.1. Must have a valid PhilGEPS Registration Certificate (Platinum Membership)
- 1.2. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA)
- 1.3. Main Office must be based in the Greater Manila Area

2. Adherence to Labor Laws and Guidelines

The service provider shall provide adequate evidence of adherence to Labor Laws and Guidelines, which may include, but is not limited to, the following:

- 2.1. DOLE Certification of Compliance (D.O. 174)
- 2.2. An appropriate ISO 9001:2015 Quality Management System Certification is preferred. This is not a required document or qualification but this will be a deciding factor in case of tie-breaker as the NPDC is an ISO-certified government agency.
- 2.3. A sworn undertaking on the following
 - 2.3.1. That the Service Provider shall directly remit monthly the correct employer's share and employer's contribution to SSS, PHIC, HDMF;
 - 2.3.2. That the expenses for any training required by NPDC in addition to those required by DOLE shall be shouldered by the Service Provider;
 - 2.3.3. That the Service Provider shall follow all the rules and regulations required by DOLE.
 - 2.3.4. That the Service Provider shall be held liable for damages or loss incurred by any Ground Maintenance Personnel during their work;
 - 2.3.5. Must warrant that its employees are paid on time and not less than the minimum wage as provided for by the law, including those government-mandated benefits such as SSS, PhilHealth, PAG-IBIG, 13th month pay, overtime pay, incentive leave benefits as provided by the Labor Code. Upon request, they must provide documents to verify the identity of the contractual employees assigned to NPDC.
- 2.4. The Service Provider must have been consistent and timely in remitting to the following government agencies: SSS, PHILHEALTH, and PAG-IBIG. Proof of such shall be required in the form of photocopies of Official Receipts and Contribution Lists of the remittances to SSS, PHILHEALTH, and PAG-IBIG for the 1st to 3rd quarter of 2024 (January to September 2024).

3. Evidence of good performance on prior engagements

- 3.1. Minimum of five (5) year experience in landscaping and grounds maintenance.
- 3.2. Must present a Client Satisfaction Rating of at least Very Satisfactory or better from at least three (3) government agencies, or private corporations, or with whom the contractor has a past or ongoing contract within the last three years. For Service Provider that has ongoing contract (FY 2024) shall submit the NPDC Performance Rating of at least Very Satisfactory (92.50 or higher) for the outstanding monthly

average on the latest year of the contract duly certified by the Agency.

4. Experience in landscape/ground maintenance

- 4.1. Proposed methodology for the landscape and ground maintenance services;
- 4.2. Maintained grounds and landscaped areas with various ornamental plants, trees and other landscape elements with minimum coverage area of 10 hectares in the past three (3) years (1 landscape area with minimum of 10 hectares area or an aggregate of 2-3 landscape areas that total to a minimum of 10 hectares);

5. Company and Personnel profile

Profile of all personnel to be assigned to NPDC if awarded the contract and proof of training or certificates or licenses including all technical personnel such as but not limited to: Landscape Architect, Agriculturists/Horticulturists and Foresters;

6. List of supplies, tools and equipment

List of all supplies, tools and equipment available for use in NPDC. NPDC may, at its option, inspect the said vehicles, equipment, tools and supplies at the contractor's storage area; Proposed methodology for the landscape and grounds maintenance services;

III. SERVICE PROVIDER 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 and shall at all times save 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 NPDC, its employees, and visitors which are directly attributable to the negligence, fault, unlawful act or misconduct of the service provider's personnel.
- 1.3. 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.
- 1.4. The service provider is expected 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 NPDC on sanitation, security, monitoring 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.
- 1.5. The service provider shall be able to respond to situations that require immediate assistance to NPDC due to national emergencies, force majeure events such as aiding in tree bucking, hauling and disposal and Personal Protective Equipment (PPE), without any additional cost to NPDC or to the ground maintenance personnel, or any other analogous circumstances.
- 1.6. Provide and install safety warning signs, readable 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.
- 1.7. The Service Provider shall not communicate any NPDC-related information to other external parties without approval nor prior communication to NPDC.
- 1.8. The service provider shall undertake responsibility with respect to life and accident insurance coverage of personnel deployed to Rizal Park Luneta.
- 1.9. Accident insurance is provided for both personnel and property damaged.

2. Provision of Resources

This section shall provide the descriptive requirements for manpower, vehicles, equipment, tools and consumables to be deployed. The service provider will deploy these resources in adequate quantity in order 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.

2.1. To be provided by the Service Provider

2.1.1. Manpower

- 2.1.1.1. 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.
- 2.1.1.2. The service provider must have under its employ licensed landscape architects, 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;
- 2.1.1.3. The Service Provider shall submit a predetermined schedule for implementation of Section 2.1.1.2, subject to the consideration and approval of NPDC.
- 2.1.1.4. It must field competent men and women skilled in landscaping who know how to use and operate equipment and tools and are trained on safety practices and the use of personal protective equipment (PPE).
- 2.1.1.5. The service provider's employees shall be in proper and clean uniforms and shall wear proper identification cards 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.

2.1.2. Vehicles, Equipment, Tools and Consumables

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.

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 NPDC. NPDC may, at its option, inspect the said vehicles, 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 cancelled and issued to the second ranked complying and responsive bidder.

2.1.2.1. Vehicles, Equipment and Tools

2.1.2.1.1. 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:

- 2.1.2.1.1.1. One (1) unit pedestrian or litter vacuum sweeper (fuel operated, minimum 50 Gallon liter capacity)
- 2.1.2.1.1.2. One (1) unit hauling truck
- 2.1.2.1.1.3. One (1) unit boom truck
- 2.1.2.1.1.4. One (1) unit water tanker (minimum 1 cubic meter capacity)

- 2.1.2.1.1.5. Three (3) units chainsaws - 1 unit of 36" chainsaw and 2 units of 12" chainsaw (licensed by the Department of Environment and Natural Resources)
- 2.1.2.1.1.6. Six (6) units mechanized blowers (minimum blowing force of 22 N)
- 2.1.2.1.1.7. Six (6) units brush cutters
- 2.1.2.1.1.8. Three (3) units ride-on mowers (minimum cutting width of 975mm)
- 2.1.2.1.1.9. Gardening tools
- 2.1.2.1.1.10. Two (2) units disinfectant machine/mist blower

2.1.2.1.2. 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.

2.1.2.2. Consumables

2.1.2.2.1. Service provider must provide the following consumables as the need arises:

- 2.1.2.2.1.1. Fertilizer (Urea 21-0-0)
- 2.1.2.2.1.2. Fertilizer (Complete 14-14-14)
- 2.1.2.2.1.3. Rooting hormone
- 2.1.2.2.1.4. Broad spectrum insecticide
- 2.1.2.2.1.5. Molluscicide
- 2.1.2.2.1.6. Fungicide
- 2.1.2.2.1.7. Medicated sealants
- 2.1.2.2.1.8. Oil and fuel for equipment and vehicles
- 2.1.2.2.1.9. Garbage bags for daily regular cleaning (garbage bags needed for major events to be provided by NPDC)
- 2.1.2.2.1.10. Disinfectant solution

2.1.2.3. Personal Protective Equipment (PPE)

2.1.2.3.1. The service provider shall provide the necessary basic Personal Protective Equipment (PPE) including National-wide Public Health Safety Protection 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.

2.1.2.3.2. For Regular Landscape and Ground Maintenance:

- 2.1.2.3.2.1. Caps/hats
- 2.1.2.3.2.2. Raincoat (during rains)
- 2.1.2.3.2.3. Safety goggles/face shield (for mechanized grass cutter operators, if applicable)
- 2.1.2.3.2.4. Garden apron (for mechanized grass cutter operators, if applicable)
- 2.1.2.3.2.5. Rubber boots (during rainy season and for mechanized grass cutter operators)
- 2.1.2.3.2.6. Gas mask (for pesticide applicators)
- 2.1.2.3.2.7. Rubber gloves (for pesticide applicators)
- 2.1.2.3.2.8. Dust mask (for mechanized blower operators, if applicable)
- 2.1.2.3.2.9. Ear plug/muff (for mechanized equipment operators, if applicable)
- 2.1.2.3.2.10. Reflectorized vests (for dawn and night operations)
- 2.1.2.3.2.11. Face Masks (as may be required)

2.1.2.3.3. For Tree Care Services:

- 2.1.2.3.3.1. Raincoat (during rainy season)
- 2.1.2.3.3.2. Safety goggles/face shield (for chainsaw operators)
- 2.1.2.3.3.3. Safety shoes (for chainsaw operators)
- 2.1.2.3.3.4. Rubber boots (during rains)

- 2.1.2.3.3.5. Climbing equipment and safety harness
- 2.1.2.3.3.6. Hard hats
- 2.1.2.3.3.7. Gloves (for bucking)
- 2.1.2.3.3.8. Ear plug/muff (for chainsaw operators, if applicable)

2.1.3. Assistance, Communication and Coordination Responsibilities

- 2.1.3.1. 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.
- 2.1.3.2. 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.
- 2.1.3.3. 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.
- 2.1.3.4. Assist in the transfer of plants, shrubs and trees with up to 30 cm diameter at breast height (DBH) within any areas within the Park. Such assistance shall only be limited to NPDC personnel only, the contractor 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.
- 2.1.3.5. Assist NPDC in tree bucking and hauling in areas within the Park.
- 2.1.3.6. Provide horticulture and landscape improvement recommendations whenever requested.

2.1.4. Supervision

- 2.1.4.1. The service provider shall assign a supervisory team which includes assistant supervisors or team leaders that is visible around the Park and shall oversee the performance of maintenance activities included in the scope, prepare reports and perform representation and coordination work with NPDC. Service provider shall designate supervisors and/or assistant supervisors on-site especially during weekends.
- 2.1.4.2. The supervisory team shall be readily available should there be any concern arising from the daily conduct of ground maintenance activities.
- 2.1.4.3. The Service Provider shall inform NPDC prior to any change in the supervisory team assigned to the Park.
- 2.1.4.4. 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.

2.2. Resources to be provided by NPDC

- 2.2.1. NPDC shall provide a storage area for the service provider's personnel, tools, equipment, and vehicles. 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.
- 2.2.2. NPDC undertakes to provide water and electricity to be exclusively used for watering landscape plants, clearing trash bins, and cleaning 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.

IV. SCOPE OF WORK

1. Location

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. 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.
- 1.2. 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, and Quirino Grandstand.

2. Duration

Ground maintenance shall be performed daily, Monday to Sunday, including holidays for a total of 365 days.

3. Ground Maintenance service levels to be delivered

The service provider shall adhere to the following service levels and should reflect these in their proposed maintenance methodology.

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

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, 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 garbage.
- 3.1.4. Collected fallen leaves, twigs, and branches placed in waste bins, plastic bags, or sacks are hauled from the 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 equipment.
- 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 damage arising from the lack of water supply.
- 3.2.2. Water discharged for irrigation is kept within the softscape area only, not reaching any pathwalk 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. Ensure that lawns are always green, with no bald spots.
- 3.3.4. 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.
- 3.3.5. Groundcovers and shrubs are free from damage.
- 3.3.6. Groundcovers and shrubs are trimmed and maintained in the height and form specified by NPDC.
- 3.3.7. Landscape areas are free of weeds, litter, stones or debris.
- 3.3.8. 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 20 feet height and with up to 30 cm diameter branches in included areas the covered areas and those whose canopy or portion of canopy fall within the area described in 1.1 and 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. Palm and Tree pruning should be conducted to ensure safety before and after a force majeure event, if necessary.
- 3.4.4. ANSI A300 standards of the United States of America (USA)-based Tree Care Industry Association are followed in pruning operations.

- 3.4.5. Safety, security, tree health and aesthetics are taken into consideration during tree care operations.
- 3.4.6. Tree Risk Assessment shall be performed on the schedule as prescribed by NPDC and in cases where assessment is needed.
- 3.4.7. Debris from palm and tree servicing shall be chopped before disposal to designated points.
- 3.4.8. Pruning schedule is coordinated to NPDC at least one (1) week 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. The service provider shall be readily available to conduct pest control for insect pest infestations within the contracted areas.
- 3.5.4. Practice proper plant nutrient management and fertilize plants every quarter to keep them looking healthy and robust.
- 3.5.5. Only Fertilizer and Pesticide Authority (FPA)-registered chemicals are used subject to the approval of NPDC.
- 3.5.6. Product data sheets and material safety data sheets for all chemicals being used in the landscapes shall be submitted to NPDC for approval.
- 3.5.7. Pesticides are applied under the supervision of a Certified Pest Applicator provided by the service provider who will submit the proposed schedule, mode of application, and formulations of the pesticide to be used at least one (1) week prior to any pesticide application procedure.
- 3.5.8. The Service Provider shall replace the damaged plants/landscape arising from the pest and nutrient management related concerns.

3.6. Disinfection

- 3.6.1. Disinfect the hardscape areas such as benches and tables in pavilions except those that are in the open space 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, supply of plants, and landscape implementation works.

V. 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 Contractor/Agency 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.
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:

3.2.1.	Cluster 1	Rizal Monument and Kilometer 0
3.2.2.	Cluster 2	Rizal Park Central Promenade
3.2.3.	Cluster 3	Noli Me Tangere Garden, RPVC Area, Bachelor's Garden, and Lights and Sounds Complex
3.2.4.	Cluster 4	Japanese Garden
3.2.5.	Cluster 5	Western Section (as stated in Section 1.2 under IV. Scope of Work)
3.2.6.	Cluster 6	Center Islands (Roxas Blvd and Ma. Orosa) and Ma. Orosa Cascading Falls
 - 3.3. Should there be any documented concern that remains unresolved prior to the deliberation period, the provisions related to the said concern should automatically be rated "1".
 - 3.4. If a service provider receives a written reprimand and/or notice to explain from NPDC, the provisions related to the said concern should automatically be rated "1".

- 3.5. Each cluster shall have its percentage weight as determined by NPDC.

VI. BILLING AND BASIS OF PAYMENT

1. Submission of Billing

- 1.1. NPDC requires the 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.
- 1.2. Bi-monthly payment shall be allowed upon request by 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.
- 1.3. 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 for that particular billing period as NCA is given every quarter. As such, NPDC has an option to pay the service provider next NCA Cycle/Quarter or subject to availability of funds.
- 1.4. Attachment to the billings must be submitted in two (2) sets, original and its duplicate containing;
 - g. Copy of Notice of Award (Initial Payment);
 - h. Copy of Notice to Proceed (Initial Payment);
 - i. Duly Signed Contract (Initial Payment);
 - j. Service Provider's bill;
 - k. Accomplishment Report;
 - l. Copy of duly accomplished remittance to government agencies and/or GOCCs together with the corresponding check voucher;
 - m. Result of service level monitoring tool (to be provided by NPDC)

2. Basis of Payment and Rectification Period

- 2.1. Contractor shall be paid on a monthly basis equivalent to one-twelfth (1/12) of the total contract price.
- 2.2. 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% and is required for processing of payment for the audited month. Should the Service Provider receive a Notice to Explain (NTE), payment shall be withheld until the Service Provider has responded to the said NTE.

- 2.3. A rectification period of 48 hours, or as agreed upon with NPDC, is given to the service provider in case it fails to acquire a satisfactory rating.
- 2.4. 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 contractor still fails 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 a satisfactory rating is achieved.
- 2.5. After two (2) consecutive months of rating below 85%, it shall be considered a breach of obligation and may be subject to termination of contract.

3. Claim for unbilled charges and all other similar expenses

- 3.1. 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
- 3.2. 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.

VII. PENALTIES

1. VIOLATIONS/OFFENSES

In cases of violations/offenses of the Service Provider, including all its deployed personnel, on park rules and regulations, listed below are the corresponding penalties.

- a. First Offense: Written notice to the Service Provider requiring a documented explanation and action plan to prevent the occurrence of the same violation/offense
- b. Second Offense: For a subsequent violation/offense after the first, payable damages shall be imposed by the NPDC to the Service Provider for the second offense equivalent to 0.5% of the monthly contract price for the month where the violation/offense was committed.
- c. Third Offense: Termination of Contract and Automatic Disqualification from bidding for any procurement contract with any procuring entity for one (1) year upon receipt of the Blacklisting Order

The NPDC shall deduct the amount of such payable damages from any money due the Service Provider under the contract or any such contract between NPDC and the Service Provider; and/or collect such payables from the Performance Security.

2. TERMINATION OF CONTRACT

- a. At any time during the effectivity of the contract, the same may be terminated or rescinded by NPDC, for any just and authorized causes and without need for any judicial action, by giving at least fifteen (15) days' written notice which shall be final and binding upon the Service Provider
- b. Material breach of contract by the Service Provider shall be grounds for termination of the contract, such as when either of the following exists:
 - i. The Service Provider has incurred a cumulative amount of liquidated damages equivalent to ten percent (10%) of the total contract amount within the one (1) year effective period of contract.
 - ii. The Service Provider has incurred two (2) consecutive performance assessment ratings below SATISFACTORY (84.99 and below) within the effective period of the contract.
- b. Violation of the Service Provider of any material terms and conditions of the Contract

- c. Labor disputes/strikes of the Service Provider's personnel which is not settled immediately thereby causing prejudice to the delivery of services under the contract

Assignment or any form of conveyance by the Service Provider of its rights and interests under the contract, including the sales and disposition of any or all of its business to any third party, without the prior written consent of NPDC.

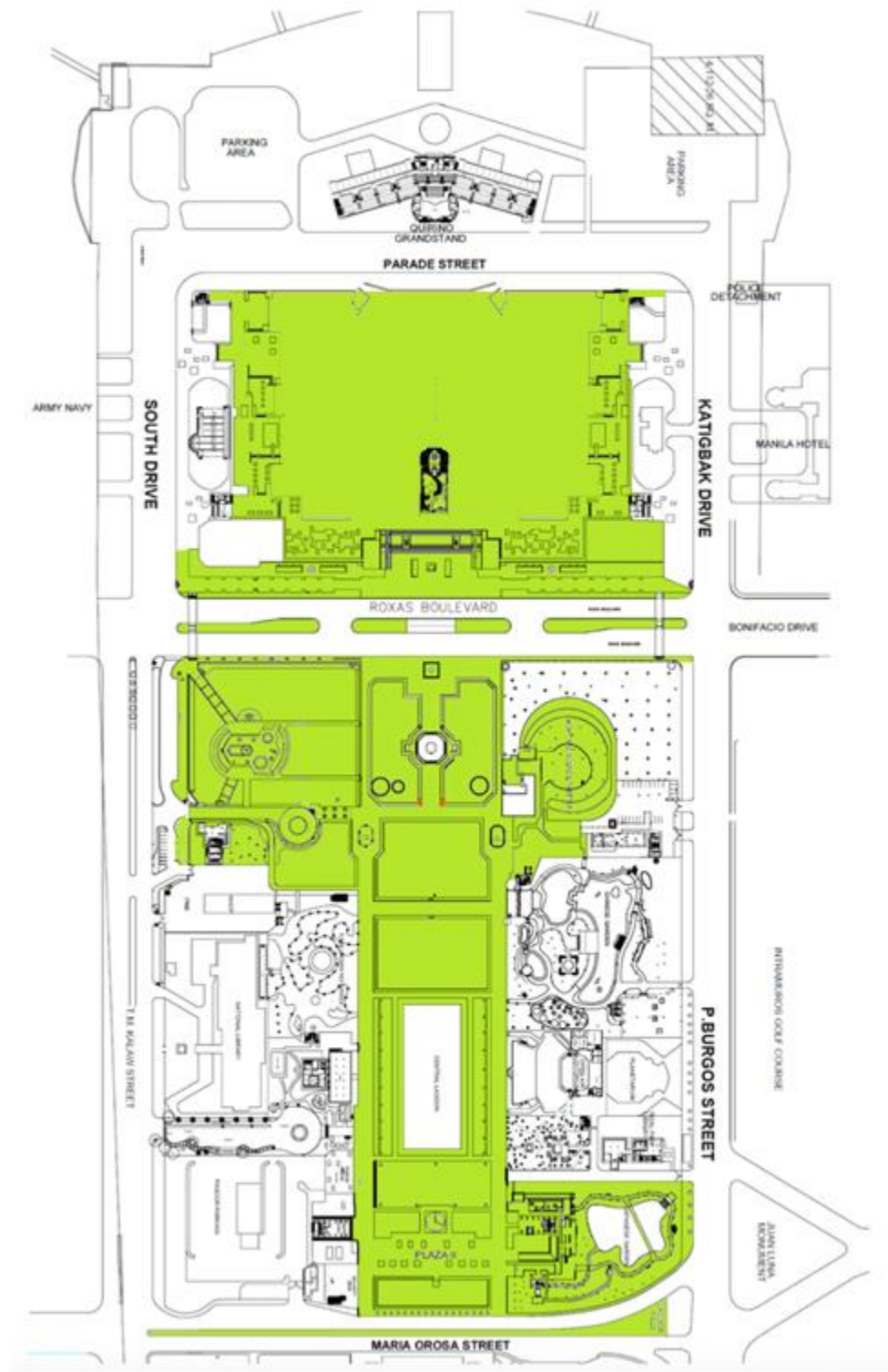
I hereby certify to comply and deliver all the above requirements:

NAME OF BIDDER

SIGNATURE

DATE

SPATIAL SCOPE OF WORK: SELECTED AREAS IN RIZAL PARK



**GROUND MAINTENANCE SERVICE FOR SELECTED AREAS IN RIZAL PARK
2025**
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.