

**TERMS OF REFERENCE FOR LEASE/MANAGEMENT OF
PHILIPPINE GENERAL HOSPITAL PAY PARKING FACILITIES**

I. Project Name

Contract for Lease/Management of Pay Parking Facilities at the Philippine General Hospital

II. Project Objective

Philippine General Hospital, referred here as a CLIENT, shall contract the services of a Parking Management that will lease/manage its pay parking facilities.

The project is aimed at improving parking and parking related services, helping reduce administration cost and eventually increasing income of the hospital.

The winning bidder, referred here as a CONTRACTOR, shall provide CLIENT the machine, materials, manpower and all other services necessary for the provision of improved parking and parking related services.

III. Project Description

A. COVERAGE AND LOCATION OF THE PAY PARKING FACILITY

The contract shall be for the lease/management of the Pay Parking Facility at the Philippine General Hospital located near the Nurses' Home measuring 1,662.16 sq.m.. The space has a capacity for 114 car slots.

B. PURPOSE OF THE PREMISES

The leased area shall be used and occupied solely as a public parking lot and for no other purpose. The contractor shall not use or allow the use of Pay Parking Facility to be used in violation of any applicable law, or the rules and regulations of the PGH. Likewise, the contractor shall maintain the Pay Parking Facility in compliance with all laws, and all government ordinances or regulations whether national or local governing its operations.

C. SELECTION OF THE CONTRACTOR

The selection of the contractor shall be in accordance with existing government laws, rules and regulations on open competitive bidding/public bidding or such other methods which may be adopted in the interest of economy and efficiency subject to the approval of the PGH Director.

D. BUSINESS PERMITS AND LICENSES

The contractor shall be responsible for securing the necessary government permits and licenses for the operation of the pay parking facility and for its employees. The contractor shall also be responsible for issuance of tickets, parking cards, receipts and/or use of BIR-stamped cash registers. Penalties for violation or failure of the contractor to comply with the necessary permits shall be shouldered by the contractor.

E. OPERATIONAL HOURS

The parking facility shall be open daily, Sunday to Monday including holidays, for 24 hours. The valet parking shall be open only from Monday to Friday, from 8:00 am to 4:00 pm.

F. SECURITY DEPOSIT

The CONTRACTOR prior to the start of the lease shall pay a security deposit equivalent to two (2) months rental to secure payment for any damages incurred by the CONTRACTOR on the Pay Parking Facility and as a result of damages due to the breach of any of the provisions of the Contract. The security deposit, less any damage incurred by the CLIENT, if any, shall be returned on or before forty-five (45) days after the termination of the lease.

G. GARBAGE DISPOSAL AND HAZARDOUS WASTES

Proper trash receptacles must be made available within the leased areas by the contractor. All garbage must be placed inside sealed plastic bags to be disposed of in accordance with the existing rules on waste management. The contractor shall not store, release or allow any hazardous or toxic substances of any kind at the Pay Parking Facility. The contractor shall not cause or permit any hazardous substance to be spilled, leaked, disposed of or otherwise released in or on the parking premises.

H. CLEANLINESS AND ORDERLINESS OF THE PAY PARKING

The contractor shall maintain the cleanliness of the car park areas including the regular trimming of trees. For orderliness, the contractor should ensure the maintenance of line markings and directional arrows.

I. COMFORT ROOM FACILITIES

There are existing comfort room facilities in the pay parking premises. It is the sole responsibility of the contractor to improve the said facilities and maintain its cleanliness and upkeep.

J. IMPROVEMENTS AND MODIFICATIONS OF THE PREMISES

The contractor shall be responsible for the maintenance of the parking areas and may undertake minor repairs and/or restoration works, including civil and electrical works, during the contract period. However, a written request from the contractor regarding the minor modification/improvement and major repair of the areas shall be approved by the PGH Director in consultation with the Traffic and Parking Committee and with clearance from Office of Engineering and Technical Services (OETS). All expenses shall be borne by the contractor. All improvements shall become the property of PGH upon termination of the contract.

K. CAR PARK RATES

The contractor shall impose the following Car Park Rates, which are inclusive of 12% VAT:

1 st two (2) hours	=	Php40.00
Every succeeding hour	=	10.00
Motorcycle (flat rate)	=	25.00/entry
Valet parking fee	=	50.00 + corresponding parking fee
Lost card	=	300.00 + corresponding parking fee
Overnight parking	=	150.00/day
(maximum of three (3) days)		

Patients and patients' visitors shall have a discounted rate of Php20.00 for the first two (2) hours. This discounted rate shall apply when tickets issued by the contractor are validated by authorized personnel of UP-PGH (e.g. nurse-on-duty, head of unit) using their official stamp or trodat. Otherwise, the regular rate of Php40.00 for the first two (2) hours shall apply.

For purposes of dropping-off or checking for availability of parking slots, the first 10 minutes upon entry shall be free of charge.

The contractor shall prominently display the approved car park rates within the facility. Any changes on the car park rates shall be subject to concurrence of the contractor and PGH management.

Free valet services shall be extended to PGH Consultants only.

L. PERSONNEL

The contractor shall provide sufficient, competent and certified personnel to manage and operate the parking facility. Meals, uniforms and all essential employee requirements are included. All personnel shall be hired by the contractor. All personnel must have both NBI and police clearances, and shall wear proper identification at all times while inside the PGH compound. The contractor shall use all discretion in staff development with the ultimate aim of operating the parking facility at its optimum level at all times.

M. EQUIPMENT

The contractor shall provide a list of equipment essential for operation of the parking facility, a list of which shall be submitted to the Property and Supply Division of PGH, and a copy furnished to the OETS. All electrical equipment shall not be used without proper clearance from the Office of the Deputy Director for Administration and OETS.

N. INSURANCE (CGL)

The contractor shall provide and maintain at all times a Comprehensive General Liability (CGL) Insurance insuring it and the UP-PGH against any and all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, such as but not limited to damages to vehicles, that may be claimed to have occurred on the Pay Parking Facility attributable to the negligence of its personnel, except in incidents due to force majeure. The policies shall cover all risks, fidelity and public liability and shall be in such amounts as the UP-PGH from time to time may reasonably request, but in any event with a combined single limit for bodily injury and property damage per occurrence of not less than Five Hundred Thousand Pesos (Php500,000.00).

The contractor's insurance shall be issued by an insurer licensed to do business in the City of Manila. The contractor shall deliver to the UP-PGH a certificate of such insurance coverage

O. SECURITY

The contractor shall be responsible at all times for the security of the land area and cooperate fully without reservation with the PGH in its implementation of all its policies, especially in relation to security. It shall ensure that no unauthorized persons will gain ingress or egress to the PGH compound through the leased area. It shall be responsible for securing the area against theft and all other crimes of whatever in nature. Installation of light fixtures and CCTVs are encouraged to ensure security around the premises.

In case of any untoward incident it shall promptly coordinate with UP Manila Police in any manner required by the latter. In case of damages arising from failure to provide security, the contractor shall be expressly liable both to PGH and all affected third parties for payment or reimbursement of any loss. Without exception, the UP-PGH shall have the final decision on all matters affecting security and other matters affecting the operation of PGH.

P. FIRE SAFETY

No explosives and pyrotechnics or any highly flammable materials shall be stored in the leased areas. The contractor shall provide its own firefighting equipment, prominently displayed and

inspected regularly by the OETS. They should also participate in all fire drills to be conducted by PGH.

Q. WATER/ELECTRICITY

The contractor shall pay the water and electricity consumed by the parking booth and equipment. A separate meter for water and electricity shall be installed. The OETS Electrical Section shall compute the monthly consumption for which Statement of Account shall be issued by the PGH Accounting Office to the contractor. Payment should be made to the PGH Cash Services Division within five (5) days from the receipt of the Statement of Account. A penalty of 3% per month shall be applied on the amount unpaid on time, to be computed from the date of delinquency until fully paid.

R. MONITORING AND VISITORIAL RIGHTS

The Deputy Director for Administration through the PGH Traffic and Parking Committee shall have the right to enter the Pay Parking Facility to conduct visits and monitor compliance by the contractor of the terms and conditions of the contract, to inspect the Pay Parking Facility to review tests or studies in connection with any engineering, design, financing or permitting activities related to potential development of the Pay Parking Facility. Further, during emergencies and disasters, the UP-PGH shall have the right to make use of the Pay Parking Facility in order to minimize harm, and as evacuation site for its patients, employees and guests. The number of days used for such purpose shall correspond and be considered as an extension of the lease.

IV. Project Duration

The contract for the operation of the pay parking facility shall be for two (2) years, **with provision for renewal for another year subject to a satisfactory evaluation by PGH, with no violations committed by the contractor, and with mutual agreement from both parties.**

A. PRE-TERMINATION OF CONTRACT

The contract may be pre-terminated for any of the following reasons:

- a) Violation of any provision of the signed contract
- b) Non-payment of monthly rentals for two (2) consecutive months
- c) Failure to provide satisfactory parking services, after failure to address the deficiencies within thirty (30) days from written notice

In the case of the pre-termination of contract, the security deposit and the performance bond, if paid in cash, will be applied to outstanding obligations.

B. TERMINATION

Upon expiration of the contract or in case of pre-termination, the contractor shall:

- a) Immediately vacate the Pay Parking Facility
- b) Repair all the damage to the Pay Parking Facility caused by the contractor's removal of its equipment and property from the Pay Parking Facility
- c) Restore the Pay Parking Facility to the same condition as when all the facilities were operable and efficient, taking into consideration reasonable wear and tear

V. Fees and Payment of Rentals

The contractor shall pay the fixed monthly rental of Three Hundred Seventy Three Thousand Six Hundred Ninety Seven Pesos and Fifty Two Centavos (Php373,697.52), inclusive of VAT, in the form of post-dated checks (first 12 months) to be submitted to the PGH Cash Division upon the signing of

the contract. The checks shall be dated on every 5th of the month and shall be funded without need of demand. A penalty of 5% of the monthly rate shall be applied on the amount unpaid on time, to be computed from the date of delinquency, until fully paid.

VI. Entire Agreement

This lease contains the entire agreement of the parties with respect to the leasing of the Pay Parking Facility and no representations or agreements not included in this contract or referred to in this contract shall be enforceable unless in writing and signed by the party to be charged.

VII. Non-waiver

The failure of the CLIENT to insist upon a strict performance of any of the terms, conditions and covenants hereof, shall not be deemed a relinquishment or waiver of any right or remedy that the CLIENT may have, nor shall it be construed to be a waiver of any subsequent breach or default of the terms and conditions herein contained which shall be deemed in full force and effect.

VIII. Damages and Attorney's Fees

In the event of breach of any of the terms and conditions of the contract by the CONTRACTOR, or in case the CLIENT is impleaded in any litigation initiated or brought by any of the personnel of the CONTRACTOR, or by any third party as a consequence of the acts of the CONTRACTOR or its personnel and the CLIENT is compelled to seek judicial relief therefore, or to respond to one already filed in any judicial or quasi-judicial forum, the CONTRACTOR, by the way of Attorney's Fees binds itself to pay the CLIENT a sum equivalent to twenty-five percent (25%) of the total amount claimed, but in no case less than THIRTY THOUSAND PESOS (Php30,000.00), aside from the damages, costs of litigation and other expenses to which the CLIENT may be entitled under the law.

IX. Arbitration

In case of conflict between the Parties, arising from this contract, both Parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute.

Should Parties fail to reach an amicable settlement for their dispute, the same shall be submitted to arbitration, in accordance with Republic Act No. 9285 or the ADR Law of 2004.

X. Venue of Litigation

The venue for any litigation that may arise as a result of the breach or non-compliance with the terms and conditions of the contract shall be in proper courts in the City of Manila, to the exclusion of any other court.