



Republic of the Philippines
CITY GOVERNMENT OF MUNTINLUPA
Bids and Awards Committee

NOTICE TO PROCEED

LITA INES CANTEEN
Muntinlupa City

Dear Sir / Madame:

The attached Contract Agreement having been approved, notice is hereby given to **LITA INES CANTEEN** that the CONTRACT of the City Government of Muntinlupa for the **"Supply & Delivery of Dietary Services OSMUN (2024)"**, shall commence effective FIVE (5) DAYS after acknowledging receipt hereof.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and Schedule of Delivery.

Please acknowledge receipt and acceptance of this notice by signing both copies on the space provided below. Kindly keep one (1) copy and return the other copy to the Bids and Awards Committee Secretariat.

Very truly yours,


Hon. ROZZANO RUFINO B. BIAZON
City Mayor

I acknowledge receipt of this Notice on MARCH 19, 2024

Name of the Bidder or Representative 

Authorized signature 

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** is made and entered into by and between:

OSPITAL NG MUNTINLUPA, a local government-owned hospital with address at Civic Drive, Filinvest Corporate City, Alabang, Muntinlupa City, represented in this act by the City Mayor, **Hon. ROZZANO RUFINO B. BIAZON**, hereinafter referred to as the "**PRINCIPAL**";

-and-

LITA INES CANTEEN, a single proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at No. 20 Camino Real Las Villas De Manila, Binan, Laguna, represented in this act by its, Proprietor, **CLARITA I. INES**, hereinafter referred to as the "**CONTRACTOR**";

- WITNESSETH -

WHEREAS, one of the priority programs of the **CITY GOVERNMENT OF MUNTINLUPA (PRINCIPAL)** is the improvement of the facilities and health services offered at the Ospital ng Muntinlupa (OSMUN);

WHEREAS, in order to attain this objective and in view of the expiration of the existing contract for the Supply & Delivery of Dietary Services (1 Lot) at the Ospital ng Muntinlupa, the **PRINCIPAL** has caused the procurement of the contract for the year 2024 through open and competitive bidding, in accordance with the provisions of Republic Act No. 9184, or the Government Procurement Reform Act;

WHEREAS, in the public bidding that was conducted by the Bids and Awards Committee (BAC), the bid proposal by the **CONTRACTOR** was found to be the Lowest Calculated and Responsive Bid (LCRB), for which a Notice of Award was issued by the City Mayor;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

I. CONTRACT PERIOD

This Contract shall be effective for ONE (1) year 2024.

II. COVERAGE

The **CONTRACTOR** shall provide dietary services to the Ospital ng Muntinlupa on a daily basis, rendering at least 15 hours of operation, seven (7) days a week.

III. OBLIGATIONS OF THE CONTRACTOR

1. The **CONTRACTOR** shall provide on-site preparation and room delivery of three (3) basic regular diet meals a day to all admitted patients in the ward, private, semi-private, private and suite rooms, including COVID facilities, of Ospital ng Muntinlupa and to medical residents on duty, which meals shall consist of:

- i. For Breakfast:

Rice or bread

Protein dish

Coffee/tea/milk/fruit juice

Bottled Water

ii. For Lunch:

Rice
Vegetable dish
Protein dish
Dessert/fruit
Bottled Water

ii. For Dinner:

Rice
Vegetable dish
Protein dish
Dessert/fruit
Bottled Water

2. The **CONTRACTOR** shall also provide therapeutic diet and submit a Nutritional Care Plan for patients requiring therapeutic diet based on its nutritional assessment & diet counselling. The **CONTRACTOR** shall likewise prepare and provide an Emergency Feeding Plan for Ospital ng Muntinlupa.
3. While a Project Site with a designated kitchen will be provided at the Ospital ng Muntinlupa, the **CONTRACTOR** shall furnish and equip the said kitchen with the necessary furniture/fixtures (i.e. cabinets, tables, chairs, food counter); kitchen appliances and equipment (i.e. refrigerator, freezer, osterizer, water dispenser, fans, stove); and, utensils (i.e. cookware, knives, etc.); as well as maintain at all times an adequate inventory of serving trays, plates, utensils, glass & food carts w/ warmers.
4. The **CONTRACTOR** will submit to the Ospital ng Muntinlupa a cycle menu every two (2) weeks for the latter's approval.
5. The **CONTRACTOR** shall be bound by the following cut-off for updating the diet list: a. breakfast: changes to be made not later than 5:00 am to take effect during breakfast; b. lunch: changes to be made not later than 10:00 am to take effect during lunch; and, c. dinner: changes to be made not later than 4:00 pm to take effect during dinner.
6. The **CONTRACTOR** shall employ at least two (2) licensed nutritionists/dieticians, whose names shall be furnished to the Ospital ng Muntinlupa prior to the commencement of this Contract, who shall prepare the cycle menu above-mentioned and/or customize patient menu based on the Ospital ng Muntinlupa's instructions and shall be responsible for the menu cards to be provided on each patient's food tray. Said nutritionists/dieticians shall conduct daily rounds and accompany the Hospital's nutritionist/dietician.
7. The **CONTRACTOR** shall employ at least six (6) cooks and eight (8) food attendants, in charge of delivering the food trays to the different rooms/locations in the Ospital ng Muntinlupa. The said food attendants must be at least 18 years of age, physically fit, each with valid sanitary/health permits and wearing proper uniforms with ID issued by the **CONTRACTOR**.
8. The **CONTRACTOR** shall ensure the quality of food served and shall observe cleanliness in food preparation and handling. It shall likewise maintain proper hygiene and sanitation within the kitchen premises at all times. It shall play an active role in the safety, sanitation and maintenance of the kitchen area, including garbage disposal, as well as the facilities of the Dietary Department of the Hospital.
9. The **CONTRACTOR** is prohibited from storing any hazardous, toxic or flammable materials in the premises. The **CONTRACTOR** must install a fire extinguisher in good working condition in the kitchen area.

10. The **CONTRACTOR** shall, during the duration of the contract, pay the **PRINCIPAL** a fixed monthly amount of Fifty Thousand Pesos (P50,000.00) as rental for the Hospital Canteen and to cover utilities such as water, electricity, and similar charges.
11. The **CONTRACTOR** shall provide the necessary training and skills development to the personnel that will be assigned to the Ospital ng Muntinlupa, particularly in food handling and preparation, food services, and the like, and comply with the Procedural Manual of the Dietary Department of the Hospital as well as the Hospital Nutrition & Dietetics Service Management Manual of the DOH.

IV. OBLIGATIONS OF THE PRINCIPAL

1. As consideration for the provision of dietary services, the **PRINCIPAL** shall pay the **CONTRACTOR** a **Contract Price** (for ONE (1) year 2024) of **Thirteen Million Eight Hundred Ninety One Thousand Fifty Five Pesos (P13,891,055.00)**.
2. Billing statements shall be issued by the **CONTRACTOR** every 15th and 30th of the month.

V. OTHER OBLIGATIONS OF THE CONTRACTOR

1. Before the commencement of the contract, the **CONTRACTOR** shall secure the necessary business permit/licenses and ensure the timely payment of its taxes.
2. The **CONTRACTOR** shall comply with all pertinent laws, rules and regulations, and City Ordinances.
3. The **CONTRACTOR** shall be solely responsible for any and all damage to property, personnel of Ospital ng Muntinlupa and to third person/s caused by its equipment and/or personnel during this Contract.

VI. PERFORMANCE SECURITY

1. Within ten (10) calendar days from receipt of the Notice of Award but in no case later than the signing of the Contract by both parties, the **CONTRACTOR** shall furnish to the **PRINCIPAL** the performance security in the following forms and amounts from which the **CONTRACTOR** may choose:
 - i. Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit in the amount of five percent (5%) of the Contract Price (for January – December 2024);
 - ii. Bank guarantee in the amount of ten percent (10%) of the Contract Price (for January – December 2024); and,
 - iii. Surety bond in the amount of thirty percent (30%) of the Contract Price (for January – December 2024);
2. The proceeds of the Performance Security shall be payable to the **PRINCIPAL** as compensation for any loss resulting from the **CONTRACTOR'S** failure to complete its obligation under the Contract.
3. The performance security shall be denominated in the currency of the Contract.
4. The performance security will be discharged by the **PRINCIPAL** and returned to the **CONTRACTOR** not later than thirty (30) days following the date of completion of the **CONTRACTOR'S** obligations under the Contract and the issuance of a certification to that effect by the **PRINCIPAL**.

VII. USE OF CONTRACT DOCUMENTS AND INFORMATION

1. The **CONTRACTOR** shall not, except for the purpose of performing the Contract, without the **PRINCIPAL'S** prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or in behalf of the **PRINCIPAL**. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for the purpose of such performance.
2. Any document, other than the Contract itself, shall remain the property of the **PRINCIPAL** and shall be returned (all copies) to the **PRINCIPAL** upon completion of the **CONTRACTOR'S** performance under the Contract if so required by the **PRINCIPAL**.

VIII. LIMITATION OF LIABILITY

Except in case of criminal negligence or willful misconduct, and unless specified otherwise, the aggregate liability of the **CONTRACTOR** to the **PRINCIPAL**, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing defective equipment.

IX. DELAY IN THE CONTRACTOR'S PERFORMANCE

1. The performance of services shall be made by the **CONTRACTOR** in accordance with the time schedule agreed upon herein, as prescribed by the **PRINCIPAL**.
2. If at any time during the performance of the Contract, the **CONTRACTOR** should encounter conditions impeding timely performance of service, the **CONTRACTOR** shall promptly notify the **PRINCIPAL** in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the **CONTRACTOR'S** notice, the **PRINCIPAL** shall evaluate the situation and may extend the **CONTRACTOR'S** time for performance, in which case the extension shall be made by the parties by amendment of Contract. In case an extension is not possible for whatever reason, the amount representing service not performed by the **CONTRACTOR** shall be deducted from the Total Contract Price provided for in Paragraph IV.
3. Except in case of *force majeure* as provided hereunder, a delay by the **CONTRACTOR** in the performance of its obligations shall render the **CONTRACTOR** liable for the imposition of liquidated damages, unless an extension of time has been agreed upon by amendment of the contract without the application of liquidated damages.

X. LIQUIDATED DAMAGES

Subject to the above provision on delays in the **CONTRACTOR'S** performance and the happening of a *force majeure*, if the **CONTRACTOR** fails to perform the services within the period(s) specified in the Contract, the **PRINCIPAL** shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed service for every day of delay until actual performance, up to a maximum deduction of ten percent (10%) of the amount of the Contract. Once the maximum is reached, the **PRINCIPAL** may consider termination of the Contract pursuant to the provision hereunder on termination by default of the **CONTRACTOR**.

XI. TERMINATION FOR DEFAULT

1. The **PRINCIPAL**, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the **CONTRACTOR**, may terminate this Contract in whole or in part:
 - i. If the **CONTRACTOR** commits repeated acts of violation and/or noncompliance with any of the provisions of this Contract;
 - ii. If the **CONTRACTOR** fails to perform any of its obligation under this Contract, or is guilty of gross inefficiency in collection or grossly unsatisfactory performance; or,
 - iii. If the **CONTRACTOR**, in the judgment of the **PRINCIPAL**, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this provision:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby.
 - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid process at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
 - (c) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the **PRINCIPAL**, designed to establish Bid prices at artificial, non-competitive levels;
 - (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
2. In the event the **PRINCIPAL** terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the **CONTRACTOR** shall be liable to the **PRINCIPAL** for any excess costs for such similar services. However, the **CONTRACTOR** shall continue performance of the Contract to the extent not 'terminated'.
 3. The right of the **PRINCIPAL** to hold the **CONTRACTOR** liable for damages shall be without prejudice to the **PRINCIPAL'S** right to proceed against the Performance Security and to rescind this Contract for violation or non-compliance with any terms or conditions hereof, subject to prior written notice to the **CONTRACTOR**.

TERMINATION FOR INSOLVENCY

The **PRINCIPAL** may at any time terminate the Contract by giving written notice to the **CONTRACTOR** if the **CONTRACTOR** becomes bankrupt or otherwise insolvent. In this event, termination, will not prejudice or affect any right of action or remedy which may accrue thereafter to the **PRINCIPAL**.

TERMINATION FOR CONVENIENCE

The **PRINCIPAL** may, by written notice sent to the **CONTRACTOR**, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the **PRINCIPAL'S** convenience, the extent to which performance of the **CONTRACTOR** under the Contract is terminated, and the date upon which such termination becomes effective.

XII. FORCE MAJEURE

1. The **CONTRACTOR** shall be liable for forfeiture of its Performance Security, damages, or termination for default if and to the extent of its delay in performance or other failure to perform its obligations under the Contract that is not the result of a Force Majeure.

For purposes of this provision, "*force majeure*" means an event or situation beyond the control of the **CONTRACTOR** that is not foreseeable, is unavoidable, and its origins is not due to negligence or lack of care on the part of the **CONTRACTOR**. Such events may include, but not be limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2. If a *force majeure* situation arises, the **CONTRACTOR** shall promptly notify the **PRINCIPAL** in writing of such condition and the cause thereof. Unless otherwise directed by the **PRINCIPAL**. In writing, the **CONTRACTOR** shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all alternative means for performance not prevented by the *force majeure*.

XIII. SETTLEMENT OF DISPUTES

1. If any dispute or difference of any kind whatsoever shall arise between the **PRINCIPAL** and the **CONTRACTOR** in connection with or arising out of the Contract, the parties shall make every effort resolve amicably such dispute or difference by mutual consultation.
2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the **PRINCIPAL** or the **CONTRACTOR** may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of services under the Contract.
4. Notwithstanding any reference to arbitration herein –
 - a. the **CONTRACTOR** shall continue to perform its obligations under the Contract unless both parties agree otherwise; and,
 - b. the **PRINCIPAL** shall pay the **CONTRACTOR** any monies due the latter.

XIV. AMENDMENT

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

XV. ASSIGNMENT

The **CONTRACTOR** shall not assign, in whole or in part, this Contract, nor any right or obligation under this Contract, except with the **PRINCIPAL'S** prior written consent.

XVI. NOTICES

1. A notice shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
2. The address for notices shall be those specified above.

XVII. GOVERNING LAW

The Contract shall be interpreted in accordance with the laws of the Philippines.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand this MAR 18 2024 day of _____ 2024 at Muntinlupa City.

OSPITAL NG MUNTINLUPA
Principal

By:

MAYOR ROZZANO RUFINO B. BIAZON

LITA INES CANTEEN
Contractor

By:

CLARITA INES

Signed in the Presence of:

Dr. Edwin Dimatatac

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for the City of Muntinlupa, personally appeared the following:

	Passport/ID No.	Valid Until
Mayor Rozzano Rufino B. Biazon	DRN - LIC. NO. N02-84-030 998	
Clarita Ines	UMID NO. 011-3540305-0	

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary acts and deed.

This Contract of Services, consisting nine (9) pages, including their acknowledgement page, has been signed by all the parties and their respective witnesses on each and every page and sealed in my official seal.

WITNESS MY HAND AND SEAL this MAR 18 2024 day of _____ 2024 at Muntinlupa City, Philippines.

Doc. No. 441
Page No. 96;
Book No. XVI
Series of 2024.

MEYNAID R. JOE
Notary Public for Muntinlupa City
Notarial Commission No. 23-009
Until December 31, 2024
PTR No. 10474121 / Jan. 02, 2024- Muntinlupa City
IBP Lifetime No. 014640 / Jan. 04, 2016
Roll No. 49786 / PPLM
MCLE Compliance No. VII-0016417 / April 26, 2022
2731-C Bruger Street, Bruger Subdivision,
Putean, Muntinlupa City



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID



CRN-0111-3540305-0

SURNAME

INES

GIVEN NAME

CLARITA

MIDDLE NAME

LEYVA

SEX

FEMALE


DATE OF BIRTH

1941/08/12

ADDRESS

20 CAMINO REAL LAS VILLAS DE
MANILA BINANGAL LAGUNA PHL 4024






REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF TRANSPORTATION

LAND TRANSPORTATION OFFICE

NON-PROFESSIONAL DRIVER'S LICENSE



Last Name, First Name, Middle Name
BIAZON, ROZZANO RUFINO BUNOAN

Nationality Sex Date of Birth Weight (kg) Height (m)
 PHL M 1969-03/20 103 1.77

Address
 410 TAAL ST AYALA ALADANG VILLAGE,
 SM MINTULUPA CITY

License No. Expiration Date Agency Code
 H03-04-030998 2023/03/20 H40

Model Year Eye Color
 2012 BROWN

No. of Vehicles Conscription
 2/2 A

Signature of Licensee

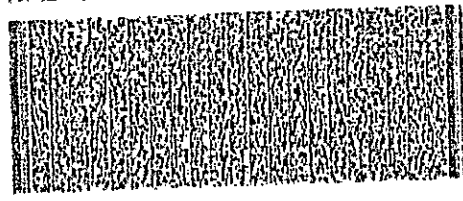
Signature of Assistant Secretary
EDGAR C. GALVANTE
 Assistant Secretary

IN ORGAN DONATION
 I WILL NOTICATE MY ORGAN
 IN CASE OF EMERGENCY/NOTIFY:
 NAME: **SHARIE MARY B. BIAZON**
 ADDRESS: **SAIGU-SOCCO**
 TEL: **092-77231119**

1. MOTORCYCLES, MOTORCARS, TRUCKS
 2. VEHICLES OF ALL TYPES
 3. VEHICLES MADE IN FOREIGN COUNTRIES
 4. AIRCRAFTS, CRAFTS, HELICOPTERS
 5. AUTOMOBILES, TRUCKS, BUSES, MOTORCYCLES
 6. AUTOMOBILES, TRUCKS, BUSES, MOTORCYCLES
 7. AUTOMOBILES, TRUCKS, BUSES, MOTORCYCLES
 8. AUTOMOBILES, TRUCKS, BUSES, MOTORCYCLES

2. SPECIAL PERMITS
 3. SPECIAL PERMITS
 4. SPECIAL PERMITS
 5. SPECIAL PERMITS

Serial Number
057291296



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