



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

**NOTICE TO PROCEED**

**MAHALIMUYAK LAUNDRY CORPORATION**  
Parañaque City

Dear Sir / Madame:

The attached Contract Agreement having been approved, notice is hereby given to **MAHALIMUYAK LAUNDRY CORPORATION** that the CONTRACT of the City Government of Muntinlupa for the "**Laundry 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 MAY 3, 2024

Name of the Bidder or Representative CHRISTOPHER SERVER

Authorized signature 

City Government of Muntinlupa, 2<sup>nd</sup> Floor, Main Building,  
National Road, Barangay Putatan, Muntinlupa City

**M N**  
Muntinlupa  
1978

## CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

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

**THE CITY GOVERNMENT OF MUNTINLUPA**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at the City Hall Building, National Road, Putatan, Muntinlupa City, represented in this act by the City Mayor, **Hon. ROZZANO RUFINO B. BIAZON**, hereinafter referred to as the "**PRINCIPAL**";

-and-

**MAHALIMUYAK LAUNDRY CORPORATION**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at \_\_\_\_\_, represented in this act by its General Manager, **REYMON PABLO**, hereinafter referred to as the "**CONTRACTOR**";

-witnesseth-

**WHEREAS**, one of the priority programs of the **CITY GOVERNMENT OF MUNTINLUPA (PRINCIPAL)** is the continuous development of the various health programs of the city and the improvement of the facilities and health services offered at the Ospital ng Muntinlupa. This includes the assurance that patients are provided with clean and sanitary linens for their comfort as well as PPEs for the staff to ensure compliance with infection control guidelines;

**WHEREAS**, in order to attain this objective and in view of the expiration of the existing contract for provision of laundry services (1 Lot), the **PRINCIPAL** has caused the procurement of the contract 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) on \_\_\_\_\_, 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 on \_\_\_\_\_;

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

### I. **CONTRACT PERIOD**

This Contract shall be effective from the date of signing hereof until December 31, 2024.

### II. **COVERAGE**

The **CONTRACTOR** shall provide laundry services to the Ospital ng Muntinlupa on a daily pick-up and delivery basis, seven (7) days a week, consisting of washing, drying, pressing and folding of the Ospital ng Muntinlupa linens, based on the actual number of occupied rooms or an average of two hundred fifty (250) kilos per day.

### III. **OBLIGATIONS OF THE CONTRACTOR**

1. The **CONTRACTOR** shall provide laundry services to the Ospital ng Muntinlupa on a daily basis, seven (7) days a week. Soiled linens must

be picked up daily between 6:00a.m.-8:00 a.m. and clean linens must be delivered daily anytime on or before 7:00 am. There must be zero backlog in the delivery of clean linens.

2. The **CONTRACTOR** shall use quality detergent and fabric softener in washing the linens. Washed, dried, pressed and folded linens must be placed inside clean plastic bags for delivery. Worn-out linens must be mended and delivered within three (3) days from pick up.
3. In case of damage to the linens due to the fault of the **CONTRACTOR** or its personnel, said damaged linens must be replaced within two (2) weeks from notice.
4. The **CONTRACTOR** agrees to follow the infection control instructions or guidelines to be provided by the Ospital ng Muntinlupa.
5. The laundry services establishment of the **CONTRACTOR** will be located in Muntinlupa City or preferably, in the immediate vicinity of the Ospital ng Muntinlupa.
6. The **CONTRACTOR** will employ adequate manpower of at least twelve (12) workers who shall possess the necessary Sanitary Permit from the City Health Office of Muntinlupa City. Contractor must be compliant with the mandated requirements of the Department of Labor and Employment (DOLE) for its employees such as SSS and PhilHealth.
7. The **CONTRACTOR** will provide at least six (6) to eight (8) units of heavy duty washing machines, at least six (6) to eight (8) units of heavy duty driers and at least eight (8) units of pressing machines in its laundry service establishment.
8. **CONTRACTOR** warrants that it has experience in doing laundry of linens for hospitals for the past 5-6 years and has a manual on Proper Laundry of Hospital Linen which shall be reviewed and inspected by the **PRINCIPAL**.

#### **IV. OBLIGATIONS OF THE PRINCIPAL**

1. The **PRINCIPAL**, through the Ospital ng Muntinlupa, shall ensure that the **CONTRACTOR** complies with the conditions of this Contract. The **PRINCIPAL**, through the Ospital ng Muntinlupa, must conduct inspection and on-site visits during business hours on the **CONTRACTOR'S** laundry facilities.
2. As consideration for the provision of laundry services, the **PRINCIPAL** shall pay the **CONTRACTOR** the sum of **TWO MILLION FIVE HUNDRED FIFTY FIVE THOUSAND PESOS (Php2,555,000.00) (1 Lot)**, inclusive of 12% Value-Added Tax.
3. Payment for the monthly services shall be made every 15<sup>th</sup> and 30<sup>th</sup> of the month.

#### **V. OTHER OBLIGATIONS OF THE CONTRACTOR**

1. During the contract period, the **CONTRACTOR** shall secure the necessary business permit/licenses and payment of taxes.

2. The **CONTRACTOR** shall comply with all pertinent laws, rules and regulations, and City Ordinance.
3. The **CONTRACTOR** shall be responsible for any and all damages to third persons caused by its equipment and/or personnel during this operation.

## 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;
  - ii. Bank guarantee in the amount of ten percent (10%) of the Contract Price; and,
  - iii. Surety bond in the amount of thirty percent (30%) of the Contract Price;
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** performance 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:

- i. The **CONTRACTOR** shall not be liable to the **PRINCIPAL**, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or

interest costs, provided that this exclusion shall not apply to any obligation of the **CONTRACTOR** to pay liquidated damages to the **PRINCIPAL**; and

- ii. 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.
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 executive 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 familiar 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 as 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. OTHER PROVISIONS**

In case there is a decrease in the volume of laundry during the duration of this Contract, the **PRINCIPAL** and the **CONTRACTOR** shall agree on the reduction of the Contract Cost proportionate to the percentage decrease in the volume of laundry.

### **XIII. FORCE MAJEURE**

1. The **CONTRACTOR** shall be liable for forfeiture of its Performance Security, damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is 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 it reasonably practical, and shall seek all alternative means for performance not prevented by the *force majeure*.

#### XIV. 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 parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and,
  - b. the **PRINCIPAL** shall pay the **CONTRACTOR** any monies due the **CONTRACTOR**.

#### XV. AMENDMENT

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

#### XVI. 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.

#### XVII. 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.

**XVIII. GOVERNING LAW**

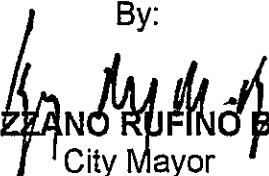
The Contract shall be interpreted in accordance with the laws of the Philippines.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand this \_\_\_\_\_ day of MAY 03 2024 at Muntinlupa City.

**CITY GOVERNMENT OF MUNTINLUPA**

Principal


By:

  
**HON. ROZZANO RUFINO B. BIAZON**  
City Mayor

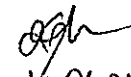
**MAHALIMUYAK LAUNDRY CORPORATION**

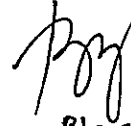
Contractor

By:

  
**REYMON PABLO** / CHRISTOPHER STRAIN ERIC  
General Manager PRESIDENT

Signed in the Presence of:

  
IRENE MAGANDA

  
Belinda Blessie Macagay

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
CITY OF MUNTINLUPA (Muntinlupa City) -S.S.

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

CTC No.

Date/Place of Issue

Hon. Rozzano Rufino B. Biazon

Reymon Pablo

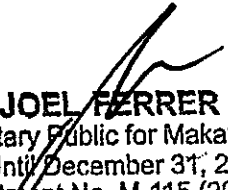


known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary acts and deed.

This Contract of Services, consisting \_\_\_\_ (\_\_\_\_) 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 \_\_\_\_\_ day of MAY 03 2024  
at Muntinlupa City, Philippines.

Doc. No. 286  
Page No. 59  
Book No. 65  
Series of 2024

  
**ATTY. JOEL FERRER FLORES**  
Notary Public for Makati City  
Until December 31, 2024  
Appointment No. M-115 (2023-2024)  
Roll of Attorney No. 77376  
MCLE Compliance VIII No. 0001393  
Jan. 3, 2023 until Apr. 12, 2028  
PTR No. 10073945/ Jan. 2, 2024/ Makati City  
IBP No. 330740/ Jan. 2, 2024/ Pasig City  
1107 Bataan St., Guadalupe Nuevo, Makati City



REPUBLIC OF THE PHILIPPINES  
 DEPARTMENT OF TRANSPORTATION  
 LAND TRANSPORTATION OFFICE  
**DRIVER'S LICENSE**



Last Name, First Name, Middle Name  
**SERVER, CHRISTOPHER MARK**

Nationality	Sex	Date of Birth	Weight (kg)	Height(m)
PHL	M	1975/10/26	70	1.68

Address  
 225 CAMACHILE ST. AYALA ALABANG VILLAGE,  
 MUNTINLUPA CITY

License No.	Expiration Date	Agency Code
NO1-92-140614	2026/10/26	N40

Blood Type	Eyes Color
O+	BROWN
DL Codes	Conditions
B,B1,B2	NONE

*[Signature]*  
 Signature of Licensee

*[Signature]*  
 EDGAR C. GALVANTE  
 Assistant Secretary

REPUBLIC OF THE PHILIPPINES  
 DEPARTMENT OF TRANSPORTATION  
 LAND TRANSPORTATION OFFICE  
 NON-PROFESSIONAL DRIVER'S LICENSE

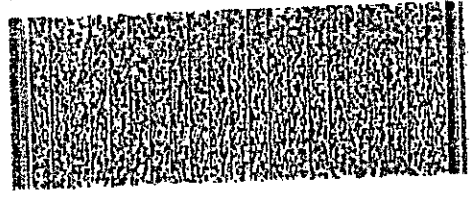


Last Name, First Name, Middle Name  
**BIAZON, ROZZANO RUFINO BUNOAN**  
 Nationality Sex Date of Birth Weight (kg) Height (m)  
 PHIL M 1969/03/20 103 1.77  
 Address  
 419 TAAL ST AYALA ALABANG VILLAGE,  
 MARITIME CITY  
 License No. Expiration Date Agency Code  
 HQ2-B4-030998 2023/03/20 H40  
 Special Type  
 Eye Color  
 BROWN  
 Sex  
 Male  
 Constitution  
 A  
 Signature of the holder  
 EDGAR C. CALVANTE  
 Assistant Secretary

IN ORGAN DONATION:  
 I WILL NOTICIMATE AIN ORGAN  
 IN CASE OF EMERGENCY NOTIFY:  
 ADDRESS: MARINE CITY H. BUNOAN  
 ADDRESS: MARINE ADDRESS  
 TEL. NO. 09177081119

- 1. IDENTIFICATION NUMBER
- 2. SEX
- 3. DATE OF BIRTH
- 4. HEIGHT
- 5. WEIGHT
- 6. SPECIAL TYPE
- 7. EXPIRATION DATE
- 8. AGENCY CODE
- 9. EYE COLOR
- 10. CONSTITUTION
- 11. SEX
- 12. NATIONALITY
- 13. LAST NAME, FIRST NAME, MIDDLE NAME
- 14. LICENSE NUMBER

Serial Number  
 057291296



*Rozzano Rufino B. Biazon*

*Rozzano Rufino B. Biazon*

*Rozzano Rufino B. Biazon*