



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

NOTICE TO PROCEED

**FRONT RUNNERS PROPERTY MAINTENANCE
 & GEN. SERVICES CORP.**
 Quezon City

Dear Sir / Madame:

The attached Contract Agreement having been approved, notice is hereby given to **FRONT RUNNERS PROPERTY MAINTENANCE & GEN. SERVICES CORP.** that the CONTRACT of the City Government of Muntinlupa for the "**Outsourced Housekeeping 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:

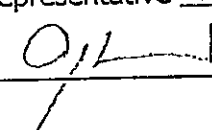
Please acknowledge receipt and acceptance of this notice by signing both copies on the space provided below. Kindly keep one (1) copy and return the other copy to the Bids and Awards Committee Secretariat.

Very truly yours,


 Hon. ROZZANO RUFINO B. BIAZON
 City Mayor

I acknowledge receipt of this Notice on MAY 6, 2024

Name of the Bidder or Representative DELFIN M. FERREN UN

Authorized signature 

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-

_____, 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, _____, 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 provision of a clean and healing environment therapeutic to the early recovery of patients. The hospital is the center of wellness which must be kept clean at all times;

WHEREAS, in order to attain this objective and in view of the expiration of the existing contract for the provision of outsourced janitorial/housekeeping services (1 Lot) at Ospital ng Muntinlupa, 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 for Nine (9) Months from date of signing.

II. **COVERAGE**

The **CONTRACTOR** shall provide Outsourced Janitorial/Housekeeping Services to the Ospital ng Muntinlupa's entire Clinical Areas including hospital tents, OPD and Covid facilities, ancillary facilities, administrative offices and annex buildings.

OBLIGATIONS OF THE CONTRACTOR

1. The **CONTRACTOR** shall provide janitorial/housekeeping services to Ospital ng Muntinlupa twenty-four (24) hours seven (7) days a week (Molecular Laboratory, Administrative Offices and Annex Buildings) ✓

2. Staffing should be as follows:

| | |
|------------------|--------------|
| 6 am – 2 pm = | 15 staff |
| 2 pm – 10 pm = | 11 staff |
| 10 pm – 6 am = | 8 staff |
| Annex Building = | 6 staff |
| Total of = | 40 Staff |

3. Shifting should be as follows:

6:00 AM – 2:00 PM
2:00 PM – 10:00 PM
10:00 PM – 6:00 AM

4. CONTRACTOR shall provide adequate cleaning supplies, equipment and tools based on the housekeeping needs of OSMUN and as indicated in the Technical Specifications.
5. CONTRACTOR shall practice strict segregation and collection of waste and garbage and should follow guidelines in waste segregation and disposal.
6. CONTRACTOR shall submit monthly inventory subject to inspection of the in-house supervisor (Cleaning Safety Data Sheet MSDS).
7. CONTRACTOR shall provide relievers in case of absences of staff to ensure adequate coverage of the areas.
8. Staff to be deployed must have the basic training in housekeeping, orientation on infection control practices and 5S in the hospital setting.
9. CONTRACTOR must appoint a Supervisor who will coordinate with the in-house supervisor and team leaders in all shifts to ensure effective and efficient services at all times.
10. CONTRACTOR shall provide all housekeeping staff with uniforms and Identification Cards which must be worn at all times.
11. CONTRACTOR must comply with existing laws and regulations of DOLE such as Social Security System (SSS) and PhilHealth benefits of its employees.
12. All staff to be deployed must have pre-employment medical check-up including relevant vaccinations such as COVID-19 and Hepatitis required of their job.
13. CONTRACTOR must have a Quality Assurance Program aligned with the Quality Management Program of the hospital including 5S.
14. CONTRACTOR must submit a Monthly Accomplishment Report for review of the in-house supervisor and deputy director.
15. Eighty percent (80%) of the total manpower to be deployed shall be residents of Muntinlupa City as provided in the City Ordinance.
16. There shall be a monthly meeting with the CONTRACTOR, PCS, Housekeeping Supervisor and Quality Management unit to review compliance with the contract.

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17. CONTRACTOR warrants that it has experience in janitorial/housekeeping services in hospital setting for at least 5-10 years.
18. CONTRACTOR shall provide the supplies and equipment indicated in the Technical Specifications.

III. OBLIGATIONS OF THE PRINCIPAL

1. The PRINCIPAL, through the Ospital ng Muntinlupa, shall ensure that the CONTRACTOR complies with the conditions of this Contract.
2. As consideration for the provision of Outsourced Janitorial/Housekeeping services, the PRINCIPAL shall pay the CONTRACTOR the sum of **TWELVE MILLION FIFTY THOUSAND SEVEN HUNDRED NINETY EIGHT PESOS and 40/100 (Php12,050,798.40)** (1 Lot), inclusive of 12% Value Added Tax.
3. Payment for the monthly services shall be made every 15th and 30th of the month.

IV. 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.
- J*

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 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 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 is 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

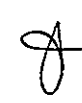
The **CONTRACTOR** shall not assign, in whole or in part, this Contract, nor any right or obligation under this Contract, except with the **PRINCIPAL'S** prior written consent.

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

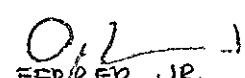
The Contract shall be interpreted in accordance with the laws of the Philippines.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand this _____ day of MAY 03 2008 at QUEZON CITY Muntinlupa City. 

CITY GOVERNMENT OF MUNTINLUPA
Principal

By:


HON. ROZZANO RUFINO B. BIAZON
City Mayor


DELFIN FERRER JR.
Contractor

By:

General Manager

Signed in the Presence of:

Rubina J. Panglinan

Belinda Blessie Macapin

ALEX RAOUL S. VILLANO

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for the City of **QUEZON CITY** personally appeared the following:

| CTC No. | Date/Place of Issue |
|-------------------------------|---------------------|
| Hon. Rozzano Rufino B. Biazon | |

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 **QUEZON CITY**, -Philippines.

Doc. No. 141
Page No. 36
Book No. XV
Series of 2024

Atty. **RIZAL JOSE F. VALMORES**
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ADM. MATTER NO. 153
PTR NO. 5091994D 01-02-2024 / Q.C.
IBP NO. 329024 / 12-15-2023 / Q.C.
ROLL NO. 28435
MCLE NO. VII-0930835 / 09-08-2023
Add. Room 201 Margarita Bldg. No. 28
Matalino St. cor. Masikap Ext. Central Dist. Q.C.



REPUBLIKA NG PILIPINAS
Republic of the Philippines
PAMBANSANG PAGKAKAILANLAN
Philippine Identification Card



5307-4065-0862-0583



Apelyido/Last Name

FERRER

Mga Pangalan/Given Names

DELFIN JR.

Gitnang Apelyido/Middle Name

MIRAVALLS

Petsa ng Kapanganakan/Date of Birth

FEBRUARY 11, 1951

Tirahan/Address

6372 CAMIA ST., GUADALUPE VILLAGE, CITY OF MAKATI, NCR.
FOURTH DISTRICT

PHL

