



Republic of the Philippines
QUEZON CITY COUNCIL

Quezon City
19th City Council

PR19CC-1047

66th Regular Session

RESOLUTION NO. SP- **6593**, S-2015

A RESOLUTION RATIFYING THE CONTRACTS OR AGREEMENTS ENTERED INTO BY THE HONORABLE MAYOR OF QUEZON CITY WITH THE WINNING BIDDERS/CONTRACTORS FOR THE PROVISION OF SERVICES AND SUPPLIES UNDERTAKEN BY THE NOVALICHES DISTRICT HOSPITAL OF THE QUEZON CITY GOVERNMENT IN THE AMOUNT OF ELEVEN MILLION SIX HUNDRED THIRTEEN THOUSAND SIX HUNDRED TWENTY SIX PESOS AND SIXTEEN CENTAVOS (PHP11,613,626.16).

Introduced by Councilors JESUS MANUEL C. SUNTAY and GODOFREDO T. LIBAN II.

Co-Introduced by Councilors Anthony Peter D. Crisologo, Ricardo T. Belmonte, Jr., Dorothy A. Delarmente, Lena Marie P. Juico, Victor V. Ferrer, Jr., Alexis R. Herrera, Precious Hipolito Castelo, Voltaire Godofredo L. Liban III, Roderick M. Paulate, Ramulfo Z. Ludovica, Ramon P. Medalla, Estrella C. Valmocina, Allan Benedict S. Reyes, Gian Carlo G. Sotto, Franz S. Pumaren, Eufemio C. Lagumbay, Jose Mario Don S. De Leon, Jaime F. Borres, Marvin C. Rillo, Vincent DG. Belmonte, Raquel S. Malañgen, Jessica Castelo Daza, Bayani V. Hipol, Jose A. Visaya, Julianne Alyson Rae V. Medalla, Andres Jose G. Yllana, Jr., Allan Butch T. Francisco, Karl Edgar C. Castelo, Candy A. Medina, Diorella Maria G. Sotto, Marivic Co-Pilar, Rogelio "Roger" P. Juan, Melencio "Bobby" T. Castelo, Jr., Donato C. Matias and Ricardo B. Corpuz.

WHEREAS, Section 356 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, mandates that the procurement or acquisition of supplies and services by local government units (LGUs) shall be made through competitive public bidding;

WHEREAS, Section 455 (b) (1) (vi) of the same Code provides that the City Mayor shall represent the City in all its business transactions and sign on its behalf all bonds, contracts, and obligations, and such other documents upon authority of the Sangguniang Panlungsod, or pursuant to a law or ordinance;

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WHEREAS, the second paragraph of Section 24 of Ordinance No. SP-2345, S-2014, otherwise known as the General Appropriations Ordinance of Quezon City, provides that the City Mayor is authorized to enter into and sign contracts for the construction, installation, improvement, expansion, operation, and maintenance of public infrastructure and such other contracts whose amount does not exceed Ten Million Pesos (Php10,000,000.00) and duly appropriated in the said Ordinance;

WHEREAS, the last paragraph of Section 24 of the same Appropriations Ordinance provides that the Sangguniang Panlungsod, through a resolution, shall ratify and confirm all that the City Mayor may lawfully do or cause to be done under and by virtue of the said Appropriation Ordinance;

WHEREAS, Section 25 of the said General Appropriations Ordinance of the Quezon City provides all bonds, contracts, obligations and such documents which the City Mayor, upon the authority of the Sangguniang Panlungsod, may have signed or executed in representation of the city, shall be confirmed and ratified through a separate resolution or ordinance enacted by the Sangguniang Panlungsod For this purpose, the Sangguniang Panlungsod shall be provided with a copy of the contract to be ratified;

WHEREAS, approved Budget Contracts as specified in the table below are already available for these projects as shown by supporting documents:

Project Title	END-USER	PR NUMBER	SERVICE PROVIDER	CONTRACT AMOUNT
Janitorial Services	Novaliches District Hospital	47465	Excellent Building Care & General Service, Inc.	P3,949,236.16
Medical Supplies & Lab. Instrument	NDH	47728	Pentagon Gas Corp.	P2,061,620.00
Various Const. Supplies & Materials	NDH	47888	Diane and Jessilyn Mdse.	P187,300.00

Handwritten signatures and initials are present below the table, including a large 'X' on the left, a stylized signature in the center, and other marks on the right.

<i>Hospital Charge Slip and Others</i>	<i>NDH</i>	<i>47667</i>	<i>Thyme General Merchandise</i>	<i>P85,195.00</i>
<i>Ambulance</i>	<i>NDH</i>	<i>46863</i>	<i>Toyota Quezon Ave., Inc.</i>	<i>P1,800,000.00</i>
<i>IV Catheter</i>	<i>NDH</i>	<i>47726</i>	<i>Elohim Pharma</i>	<i>P528,500.00</i>
<i>Surgical Gauze and Others</i>	<i>NDH</i>	<i>47725</i>	<i>Astran Marketing & General Contractor, Inc.</i>	<i>P404,856.00</i>
<i>Detergent and Disinfectant Tablet</i>	<i>NDH</i>	<i>47669</i>	<i>Diane & Jessilyn General Merchandise</i>	<i>P517,356.00</i>
<i>Chromic with needle</i>	<i>NDH</i>	<i>47727</i>	<i>Astran Marketing & General Contractor, Inc.</i>	<i>P976,778.00</i>
<i>X-ray Films</i>	<i>NDH</i>	<i>47668</i>	<i>Astran Marketing & General Contractor, Inc.</i>	<i>P997,785.00</i>
<i>Risograph Ink</i>	<i>NDH</i>	<i>47671</i>	<i>Thyme General Merchandise</i>	<i>P105,000.00</i>
<i>TOTAL</i>				<i>P11,613,626.16</i>

WHEREAS, the City Budget Department certified that funds are available for the provision of supplies undertaken by the Novaliches District Hospital of the Quezon City Government.

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NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify, the contracts or agreements entered into by the Honorable Mayor of Quezon City with the winning bidders/contractors for the provision of supplies and services undertaken by the Novaliches District Hospital of the Quezon City Government in the amount of Eleven Million Six Hundred Thirteen Thousand Six Hundred Twenty Six Pesos and Sixteen Centavos (Php11,613,626.16).

ADOPTED: June 29, 2015.

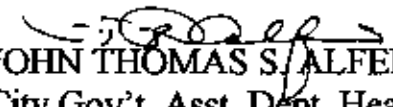

MA. JOSEFINA G. BELMONTE
Vice Mayor
Presiding Officer



ATTESTED:


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on June 29, 2015 and was CONFIRMED on August 10, 2015.


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

JANITORIAL SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, entered into by and between:

QUEZON CITY GOVERNMENT, a public corporation organized and existing under the laws of the Philippines, with office at Quezon City Hall Compound, Elliptical Road, Diliman, Quezon City, Metro Manila, represented herein by its City Mayor, the Honorable **HERBERT M. BAUTISTA**, and hereinafter referred to as the "CITY"

- and -

EXCELLENT BUILDING CARE & GENERAL SERVICES, INC., a domestic corporation duly organized and existing under the laws of the Philippines, with office address at 30 EC State Tower, Quezon Avenue, Dona Josefa, Quezon City, represented herein by its General Manager, **EDGARDO DE VERA**, and hereinafter referred to as the "SERVICE PROVIDER"

RECITAL

WHEREAS, the CITY desires to acquire effective and efficient janitorial services for the purpose of maintaining the cleanliness and sanitary condition of the Novaliches District Hospital premises;

WHEREAS, in view of its mandate to administer cleanliness and sanitation of the Novaliches District Hospital, the hiring of private janitorial services is deemed imperative to ensure cleanliness of its working place and to prevent hazardous elements that may surround the buildings in accordance with the CITY's vision of quality city;

WHEREAS, on 2 December 2014, a public competitive bidding for the procurement of Janitorial Services for Novaliches District Hospital (Phase 1 & II) (the "Project") was conducted and Excellent Building Care & General Services, Inc. (the "Service Provider") appeared as the single calculated and responsive bidder for the Project; and

WHEREAS, on 29 December 2014, the Notice of Award for the Project was issued to the Service Provider, subject to the terms and conditions hereafter set forth.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and undertakings hereinafter provided, the parties hereto agree, as they have hereby agreed, as follows:

Section 1. Scope of Work. Pursuant to and in accordance with the Contract Documents provided herein, the Service Provider undertakes to deliver to the CITY the cleaning and sanitation of the (a) hospital wards (OB, Pedia, Surgery and Medicine); (b) comfort rooms; (c) lobbies; (d) hallways/corridors; (e) stairways; (f) roof decks; (g) fire exits; (h) grounds; (i) Operating Room, Recovery Room, Licu, Laboratory, Pharmacy, Medical Records, Dietary & Radiology; (j) Out-patient Room; and (k) Emergency Room (the "Janitorial Services"). The Janitorial Services to be rendered by the Service Provider shall

include labor, equipment, tools, supplies and cleaning materials necessary for the performance of janitorial maintenance services for the Novaliches District Hospital.

Section 2. Service Areas. The janitorial services defined herein shall be rendered to the following service areas within the Novaliches District Hospital, to wit:

- a. First Floor (Emergency Room, Accounting, Cashier & SWA)
- b. Second Floor (OB Wards/Different Wards)
- c. Third Floor (Different Wards)
- d. Fourth Floor (Different Offices)
- e. OPD (Out Patient Department)
- f. X-Ray and Rehab, Pharmacy, Dietary, Medical Record & Property
- g. Parking Space, lobby, drive way, entrance & exit (Phase I & Phase II Building)
- h. Roof Deck 3rd & 4th floor (Phase I & Phase II Building)

Section 3. Reserved Manpower Requirement. The Service Provider shall, upon request by the City, provide additional manpower, but not to exceed twenty percent (20%) of the total deployable manpower, for a period of ten (10) days in a month without cost. The manpower provided herein shall include supplies, tools, equipment, service vehicles and janitorial supervisors necessary to carry out the janitorial services.

Section 4. Contract Documents. The following documents shall be read into and construed as part of this Agreement, viz.:

- (a) Terms of Reference (TOR);
- (b) Invitation to Bid;
- (c) Instruction to Bidders;
- (d) Bid Data Sheet;
- (e) General Conditions of Contract;
- (f) Special Conditions of Contract;
- (g) Schedule of Requirements;
- (h) Technical Specifications;
- (i) Notice of Award;
- (j) Bid Form;
- (k) Cost Summary and Cost Derivation Sheet;
- (l) Certificate of Availability of Fund (CAF); and
- (m) Performance Security

Copy of the Contract Documents is hereto attached as Annexes A to M, respectively and inclusive, and form as integral parts of this Agreement.

Section 5. Term. This Agreement shall be effective for a period of eight (8) months commencing on 2 January 2015 and terminating on 31 August 2015.

Section 6. Contract Price. In consideration of the complete and faithful performance and/or delivery of the Janitorial Services herein defined, the **SERVICE PROVIDER** shall be paid the total amount of Philippine Peso: Three Million Nine Hundred Forty Nine Thousand Two Hundred Thirty Six & 16/100 (Php3,949,236.16), inclusive of the 12% Value Added Tax (VAT) (the "Contract Price") in accordance with the payment schedule and subject to the conditions set forth in Section 8 hereof.

Section 7. Terms of Payment. The payment of the Contract Price shall be made at **Philippine Peso: Four Hundred Ninety Three Thousand Six Hundred Fifty Four & 32/100 (Php493,654.52)** a month, subject to the submission by the Service Provider of (a) the Statement of Account; (b) the Daily Time Record; (c) Summary of Expenses/Request of Allotment; and (d) Certificate of Acceptance. The submission of the documents shall be made every 15th and 30th day of the month. The payment of each Statement of Account shall be made within forty-five (45) days from the CITY's receipt of the mentioned documents.

Section 8. Price Adjustment. The Contract Price shall be fixed and there shall be no price adjustment and escalation for the duration of the Agreement until and unless there exists an extraordinary circumstance as may be determined by the National Economic Development Authority that may warrant an increase of the Contract Price in accordance with Section 61 of the Implementing Rules and Regulations of RA 9184, otherwise known as the Government Procurement Reform Act.

Section 9. Penalties. The **SERVICE PROVIDER** shall be liable for penalty for any and all light and grave offenses as defined in the Terms of Reference of the Project.

Section 10. Authority to Deduct Penalties. For purposes of assessment and enforcement of penalties provided in the Immediately preceding section, the CITY, upon written notice to the SERVICE PROVIDER, is hereby authorized to deduct any amount due as penalty from any amount due or may become due and owing to the SERVICE PROVIDER or from any and all bonds or securities posted by the SERVICE PROVIDER in favor of the CITY, at the option of the latter. It is hereby agreed and understood that the imposition of penalty is cumulative and not alternative remedy of the CITY under this Agreement.

Section 11. Assignment and Sub-Contracting. This Contract or any portion hereof shall not be assigned, transferred or ceded to any other party/ies without the written consent of the City. Excellent Building Care & General Services, Inc. is further prohibited from sub-contracting any obligation in this contract to any other party.

Section 12. Indemnity. The **SERVICE PROVIDER** shall indemnify and save the CITY and all its officers, employees, personnel and persons acting as agents or representatives and render them free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted against them arising out of or resulting from the **SERVICE PROVIDER's** supply, delivery and performance of its Services under this Agreement.

Section 13. Events of Default of the Service Provider. Any of the following shall constitute an Event of Default under this Agreement:

- a. When the **SERVICE PROVIDER** becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the **SERVICE PROVIDER**, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the **SERVICE PROVIDER** for the benefit of its creditors; (iii) the admission in writing by the **SERVICE PROVIDER** of its inability to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the

HERBERT M. BAUTISTA
City Mayor

EDGARDO DE VERA
General Manager

RAUFEL C. PERMAN

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement on the JAN 12 2015 day of _____, 2015 at Quezon City.

QUEZON CITY GOVERNMENT

By: _____

HERBERT M. BAUTISTA

City Mayor

EXCELLENT BUILDING CARE &
GENERAL SERVICES, INC.

EDGARDO DE VERA

General Manager

SIGNED IN THE PRESENCE OF:

Pamfilo P. Cruz

Acting Quezon City Accountant

PABLO P. PABLO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

Quezon City, Metro Manila) S.S.

BEFORE ME, a Notary Public for and in the above locality, personally appeared:

Name	Competent Evidence of Identity	Date/Place Issued
Herbert M. Bautista	CTC No. 00094067	1/5/2013/Quezon City
Edgardo de Vera	CTC No. 165868841	1/9/15 Quezon City

all known to me to be the same persons who executed the foregoing Agreement and they acknowledged to me that the same is their free and voluntary deeds as well as the free and voluntary deeds of the parties they represent.

I certify that the foregoing Janitorial Service Agreement, signed by the parties and their instrumental witnesses, consists of seven (7) pages, including this page on which the acknowledgement is written.

IN WITNESS WHEREOF, I have affixed my signature and seal this 12th day of January, 2015 at the Quezon City, Metro Manila, Philippines.

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Book No. 1L
Series of 2015.

AMSES S. SAMSON
Notary Public
Quezon City, Philippines
My Commission Expires on 12/31/2015