



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: officeofthedirector@pcmc.gov.ph
Trunkline: 588-9900 DirectLine: 924-0836 Fax No: 924-0840

NOTICE TO PROCEED

NTP-2019-006
(NOA-2019-017)

METRO DRYCLEAN VENTURES, INC.
(dba Fabricare Cleaners),
#119 Iglesia ni Kristo Road,
Sta. Rosa II, Marilao,
Bulacan
Tel. No. (044) 994-0045


Dear Sir/Madam:

The attached Contract Agreement having been approved, notice is hereby given to **METRO DRYCLEAN VENTURES, INC.** that work may commence on the **Three (3) Years Contract for Laundry Services** effective **May 1, 2019** to **December 31, 2021**.

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

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Philippine Children's Medical Center.

Very truly yours,

JULIUS A. LICCIONES, M.D., PhD, DPA, CESO III
Executive Director 

Acknowledge receipt of this Notice on _____
(date of receipt)

Name of the Representative of the Bidder: _____

Authorized Signature : _____

PhilHealth Accredited



Management System
ISO 9001:2008
ISO 14001:2004



www.tuv.com
ID: 9105075954

Start May 1, 2019

CONTRACT FOR LAUNDRY SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between:

PHILIPPINE CHILDRENS MEDICAL CENTER, a government owned and controlled corporation duly organized existing pursuant to PD 1631, with office address at Agham Road corner Quezon Avenue, Quezon City, duly represented by its Director – **JULIUS LECCIONES, MD, PhD, DPA, CESO III**, hereof and herein after referred to as the **"PCMC"**;

-- and --

METRO DRYCLEAN VENTURES INC. (dba Fabricare Cleaners), with principal business address at #119 Iglesia ni Kristo Road, Sta Rosa II, Marilao, Bulacan, represented in this act by its VP-New Business Development – **BEATRICE S. GONZALES**, herein after referred to as the **"METRO DRYCLEAN VENTURES INC."**.

WITNESSETH THAT:

WHEREAS, the **PCMC** desires to hire an establishment engaged in laundry service that will provide laundry services for its hospital operations;

WHEREAS, in a public bidding conducted last December 5, 2018, the **METRO DRYCLEAN VENTURES INC.** offered the lowest complying bid for the required services.

WHEREAS, the **METRO DRYCLEAN VENTURES INC.** was pronounced the winning bidder and was issued a Notice of Award No. 2019-014 dated January 23, 2019.

NOW THEREFORE, **PCMC** grants the contract for laundry services to the **METRO DRYCLEAN VENTURES INC.** under the terms and condition stated hereunder;

1. RATES / PRICES

1.1. The laundry rates / prices shall be as per winning bid as follows:

Bag Laundry	Php 3.00
Camisa, Baby	3.10
Camisa, Doctor	4.00
Cover, Couch	6.00
Cover Mayo Table/Pillow Case	3.10
Cover Seat	4.00
Diaper / Towel Surgical	3.10
Flannel, Adult	4.00
Gown, Surgical	8.50
Gown, Precautionary	8.50
Gown, Patient's	8.50
Pants, Doctor's	4.50
Sheet, Draw	3.50
Sheet, Eye	2.00
Sheet, Fitted	10.50
Sheet, Top	10.50
Sheet, Laparotomy Adult	7.00
Sheet, Laparotomy Pedia	3.00
Sheet, Lithotomy	11.00
Table Cloth	6.00

Handwritten signature/initials on the left margin.

Handwritten signature/initials at the bottom right.

Handwritten initials at the bottom left.

Towel Bath	3.50
Window Curtain	50.00
Wrapper Instrument	3.00

2. OBLIGATION OF CONTRACTOR

- 2.1. All Soiled linen should be sorted and picked up by **METRO DRYCLEAN VENTURES INC.** between 9:00am to 12:00nn daily, including holidays, and shall be processed for washing within 24 hours and returned on or before 7:00am the following day, wrapped in washable/ reusable bag to prevent contamination.
- 2.2. Delivery of clean linens should be packed, loose or tied in bundles, clean bags and securely fastened to prevent contamination.
- 2.3. Soiled linens shall be contained within suitable color-coded, impermeable, water-tight bags in accordance to the standard color of bio-hazard, which should be labelled and securely closed.
- 2.4. Soiled linen and clean linen should be transported separately in different trolleys, bins, bags or other transport means, including vehicle.
- 2.5. PCMC linens should be handled and processed separately from other hospitals to avoid infection and contamination.
- 2.6. Soiled linen when unloaded shall be stored in an area separated by a barrier wall from areas that process, handle or store clean linens. The right of **PCMC** as provided herein shall be without prejudice to the right of the **METRO DRYCLEAN VENTURES INC.** to inspect the returned materials to determine if the cause of the same is due to fault or negligence of **PCMC**, any of its employees or personnel or agents. In the latter case, additional charges shall be billed to **PCMC**.
- 2.7. Pre-wash soaking with bleach/ disinfectants is discouraged to prevent occupational exposure.
- 2.8. Linens should be washed with green criteria, biodegradable detergent soap that does not contain ethylene diaminetetra acetate (EDTA) nor alkyl ethoxylates (APEO), packaged in a recyclable packaging as much as possible (Green Seal 2013). The fabric softener and sodium gluteraldehyde shall also be conforming to environment friendly criteria.
- 2.9. Linens should be properly washed, ironed and disinfected. Those that are not properly laundered and ironed will be returned without additional cost to PCMC.
- 2.10. Every chemical to be used by **METRO DRYCLEAN VENTURES INC** should have an MSDS on file.
- 2.11. Lost or damaged linens due to their negligence will be paid based on mutually agreed prices or replaced in kind within 30 days from the receipt of the notice, provided that such replacement shall be of the same materials, size and quality as the article being replaced.

3. TERMS OF PAYMENT

YR

Q
1888127

- 3.1. Payment of laundry services shall be made by **PCMC** to the **METRO DRYCLEAN VENTURES INC.** on a bi-monthly basis. The **METRO DRYCLEAN VENTURES INC.** shall submit billing every 15th and end of each month.
- 3.2. **PCMC** shall pay the **METRO DRYCLEAN VENTURES INC.** within seven (7) working days after presentation of the corresponding bi-monthly billings supported by Delivery Receipts duly signed by the Executive Director or his duly authorized representative, subject to usual government accounting and auditing regulations.
- 3.3. Should **PCMC** be able to pay corresponding billings seven (7) working days from presentation of billing, the **METRO DRYCLEAN VENTURES INC.** shall give a discount of two percent (2%) of the total bill.
- 3.4. Prices of the other items not listed in item #1 above shall be charged based upon the prices of similar item and/or rate mutually agreed upon.

4. PERFORMANCE SECURITY

To guarantee the faithful performance of its obligations under this Contract, the **METRO DRYCLEAN VENTURES INC.** shall post a Performance Security upon the signing of the Contract. The Performance Security may be in any of the following forms and in the required amounts prescribed under Section 39 of the Implementing Rules and Regulations of Republic Act No. 9184.

5. GENERAL REQUIREMENTS:

- 5.1. **METRO DRYCLEAN VENTURES INC** should have valid/ updated sanitary permit
- 5.2. **METRO DRYCLEAN VENTURES INC** should have a processing area that is free of vermin, devoid of lint and without moisture contamination.
- 5.3. **METRO DRYCLEAN VENTURES INC** should have a regulated medical waste management agreement plan detailing the procedures to follow when biohazard medical waste is found among soiled healthcare linens.
- 5.4. **METRO DRYCLEAN VENTURES INC** should provide a contingency plan for uninterrupted operations and services in the event of any potential occurrence leading to serious disruption of the hospital operation.
- 5.5. PPE (mask, gloves, gowns, caps) and company ID should be worn properly by laundry **METRO DRYCLEAN VENTURES INC** staff at all the times when handling soiled linens.

6. DURATION OF THE CONTRACT

- 6.1. This Agreement shall be valid for three (3) years or until December 31, 2021 whichever comes first.
- 6.2. Rate of laundry for linens shall be fixed during the contract period. However, this price protection guarantee shall no longer apply if there is a significant fluctuation (more than 10% from the current base price) on the peso dollar foreign exchange rate, where it is deemed necessary to have a fair and reasonable price adjustment
- 6.3. Payment is subject to government accounting and auditing, rules and regulations.
- 6.4. Contractor shall maintain a satisfactory rating on over all basis at the end of each month based on the following criteria: 25% promptness of pickup, 25% promptness delivery, 25% quality of delivered linens, 25% completeness of delivery. A rating below satisfactory shall be cause for the termination of the contract (Please see attached evaluation form, Annex A)

[Handwritten signature]

[Handwritten signature]

6.5. All other provisions contained in the bidding documents for this project such as the Instructions to Bidders Bid Data Sheet, General Conditions of Contract and Special Conditions of Contract shall form as integral part of this Agreement.

7. LIABILITIES TO THIRD PARTIES

It is expressly understood and agreed that there exists no employer-employee relationship between PCMC and the METRO DRYCLEAN VENTURES INC. or the latter's personnel. The METRO DRYCLEAN VENTURES INC. warrants this fact to third persons. The METRO DRYCLEAN VENTURES INC. further warrants that PCMC shall be free from any suit or liability resulting from claims of any nature, whether of injuries, damage or death that may be suffered by the personnel in their line of duty, and the METRO DRYCLEAN VENTURES INC. shall at all times stand solely liable and/or responsible for said eventualities and shall hold PCMC free from any and all liabilities in respect thereto or arising therefrom.

8. OTHER TERMS AND CONDITIONS

- 8.1. Both parties shall not assign or transfer any portion of this Agreement without prior written consent of the other.
- 8.2. In the event that either party fails to perform under, or commits, or allows to be committed, a breach of any to covenants and conditions of this Agreement and other provisions contained in the bidding documents, the other party shall notify such party in writing of such failure or default. The breaching party shall then have the right to remedy such failure or default within thirty (30) days from receipt of such notice. Otherwise, the other party may terminate this Agreement immediately upon notice.
- 8.3. The existence, validity and construction of this contract shall be governed by the Philippine Laws.
- 8.4. It is understood that failure of **PCMC** to demand compliance with any of the terms and conditions of this contract or any liberality on the part of **PCMC** shall not be construed or considered as waiver on the part of **PCMC** for the enforcement of this contract, nor it shall relieve the **METRO DRYCLEAN VENTURES INC.** from any of its obligations provided hereunder,
- 8.5. The **METRO DRYCLEAN VENTURES INC.** warrants that is not given or promised to give any money, gift or benefit to any official or employee of **PCMC** and/or the Department of Health to secure this contract. In the event that either party fails to comply with any or all the terms stipulated herein, the aggrieved party has the right to rescind the contract five (5) days after written notice to defaulting party.
- 8.6. Should the parties be constrained to resort to court action, the losing party shall pay the prevailing party an amount equivalent to twenty percent (20%) of the total amount claimed, and as by way of attorney's fees but not less than Twenty Thousand Pesos (P20,000.00). Venue of such action shall be laid exclusively at Quezon City, Metro Manila.
- 8.7. All remedies afforded in this contract shall be taken cumulatively, that is an addition to each and other remedies provided by law.

8.8. Should the **METRO DRYCLEAN VENTURES INC.** fail to perform the services provided herein, it shall be made liable to pay liquidated damages at the rate of 1/10 of 1% per day of the total amount of undelivered and returned linens which shall be deducted from the **METRO DRYCLEAN VENTURES INC.**'s monthly billing.

8.9. Failure of the **METRO DRYCLEAN VENTURES INC.** to furnish services required on any day shall automatically authorize **PCMC** to ensure or engage the services of other laundry **METRO DRYCLEAN VENTURES INC.**. In this case, rates over the rates being charged by the **METRO DRYCLEAN VENTURES INC.** shall be for the account of the **METRO DRYCLEAN VENTURES INC.**, without prejudice to the filing of claims for other damages, if any, that **PCMC** may suffer from the **METRO DRYCLEAN VENTURES INC.**'s failure to comply with its obligation.

IN WITNESS WHEREOF, the parties hereby sign this contract on this _____ day of _____, 2019.

**PHILIPPINE CHILDRENS
MEDICAL CENTER**

**METRO DRYCLEAN VENTURES, INC.
(FABRICARE CLEANERS)**

BY:

By:

JULIUS LECCIONES, MD, CESO III
Executive Director

BEATRICE S. GONZALEZ
VP-New Business Development

SIGNED IN THE PRESENCE OF:

ODETH A. VILLEGAS, CPA
OIC, Finance Division

ANGIE CRUZ
Corporate Account Officer

ACKNOWLEDGEMENT

Republic of the Philippines)
ROJ AJE RUC) S.S.

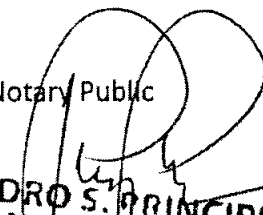
BEFORE ME, a Notary Public, for and in ROJ AJE RUC, Philippines, personally appeared the following with their respective Community Tax Certificates:

NAME	IDENTIFICATION	DATE	ISSUED AT
Beatrice S. Gonzalez	TIN: 137-399-455	RDO # 28	
Julius A. Lecciones, MD.	PCMC ID NO. 202-		

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as the corporation they respectively represent.

IN WITNESS HEREOF, I have hereunto set my hand on this MAY 21 2019 day of 2019 ROJ AJE RUC Philippines.

Doc. No. 460
Page No. 93
Book No. 3
Series of 2019

Notary Public

PEDRO S. PRINCIPE
Notary Public
Until December 31, 2019
PTR No. 11507047-3-2019/Bocane, Bulacan
IBP No. 0587917-3-2019/Pasig, City
Attorney's Reg. No. 28205

