

SANGGUNIANG PANLUNGSOD

VALENZUELA CITY ORDINANCE NO. 140 SERIES OF 2014, June 14, 2014

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WHEREAS, the private sector participates in infrastructure, development and social service-related projects of the State and Local Government Units (LGUs) through what is popularly known as Public-Private Partnerships (PPPs);

WHEREAS, Section 35 of Republic Act No. (R.A.) 7160 otherwise known as the Local Government Code of 1991 (1991 LGC] and Article 66 of its Implementing Rules and Regulations (IRR), categorically empower LGUs to enter into Joint Ventures (JVs);

WHEREAS, the 1991 Local Government Code and its Implementing Rules and Regulations, however, do not define what a joint Venture is and do not spell out the particular requirements and conditions, and procedures for identifying Joint Venture projects and selecting the private Joint Venture partners;

WHEREAS, the absence of a detailed statute and framework on Local Government Unit Joint Ventures has been confirmed by the Department of Interior and Local Government or DILG (Legal Opinion No. 8 s. 2014, March 6, 2014; Legal Opinion No. 47 s. 2012, July 13,2012) and the Department of Justice (Opinion No. 18, s. 2012, April 3,2012);

WHEREAS, a Joint Venture is not a variant under RA 6957 as amended by RA 7718, popularly known as the Built Operation Transfer (BOT) Law, and does not involve procurement as defined under the RA 9184 or the Government Procurement Reform Act (GPRA);

WHEREAS, the Joint Ventures by Local Government Units are excluded from the coverage of the 2013 Revised and 2008 Joint Venture Guidelines issued by the National Economic and Development Authority (NEDA);

WHEREAS, in furtherance of and consistent with local autonomy, fiscal autonomy, the principle of subsidiarity, public good, general welfare and full autonomy over proprietary powers, Local Government Units are free, provided no statute is violated, to adopt their own definition of a Joint Venture and prescribe the requirements, procedures, conditions and parameters for local Joint Ventures, and incorporate these in an operative framework; and

WHEREAS, having a framework defined in an ordinance will ensure and facilitate consistency, integrity,

reliability, sustainability, accountability, transparency, and enforceability;

BE IT ORDAINED, by the City Council of Valenzuela In session assembled THAT:

SECTION 1. Title. - This Ordinance shall be known as the Joint Venture Ordinance of Valenzuela City and cited as the "Joint Venture Ordinance."

SECTION 2. Declaration of Policy. -

(a) It is hereby declared that as a policy, the City of Valenzuela shall advance the public good and general welfare and promote the interest of the community and the City within the framework of sustainable and integrated development and effective constructive engagement and meaningful people's participation in local governance.

(b) Public-Private Partnerships in general and Joint Ventures In particular shall be pursued by the City consistent with and in furtherance of the vision and mission of the City for the purpose which is defined as follows:

VISION: We see Valenzuela as the leader of the industrial cities of the Philippines, with developments anchored on the protection of the environment and economic prosperity to all Its constituents under an efficient system of good governance.

MISSION: Our mission is to raise the bar on good government, set the pace in social services, empower the poor, promote discipline and order, attract investments, embark on relevant climate change adaption programs, and in every respect, foster an environment conducive to human and institutional development

SECTION 3. Operative Principles. - The accomplishment of the stated policy shall he guided by the following principles:

(a) The City, pursuant to Sections 1, 2 and 5, Article X of the 1987 Constitution, is a territorial and political subdivision, which enjoys local autonomy arid fiscal autonomy. The City shall determine and identify Joint Venture Projects in accordance with its own priorities.

(b)The general welfare and the public good shall always be promoted and that transparency, public accountability and social accountability mechanisms and approaches shall be integrated in joint Ventures from inception to Implementation.

(c) The City, as a partner in a joint Venture agreement, may provide money, capital, land, assets, intellectual property, personnel, services, franchise, equity, subsidy or guarantee and use local funds; and the usage thereof for a Joint Venture Project shall be considered for public use and purpose.

(d)Under Section 22 (d) of the 1991 Local Government Code, the City enjoys full autonomy in the exercise of its proprietary functions and shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, those not otherwise prohibited by law and those which are essential to the promotion of the general welfare. The City may agree to such terms and conditions in the Joint Venture Agreement as will be beneficial and advantageous to the City and its residents.

(e) The City, under Section 106 of 1991 Local Government Code, Is mandated to draw up and Implement a comprehensive multi-sectoral development plan. Joint Ventures shall be pursued by the City consistent with its infrastructure, development, investment, environmental and governance framework embodied in relevant policies, plans, ordinances and codes.

(f) Under Section 22 (c) of the 1991 Local Government Code, no contract may be entered into by the City Mayor on behalf of the City without prior authorization from the Sanggunlan Panlungsod ng Valenzuela. The

participation of the Sanggunian Panlungsod is thus indispensable in the adoption and implementation of a Joint Venture arrangement

SECTION. 4. Rationale for Joint Ventures. - In pursuing Joint Ventures, the City shall be guided by the following:

(a) Joint Ventures shall be promoted to provide more, better, affordable and timely services to the community. Joint Ventures shall be undertaken in furtherance of the City's vision, mission, development and physical framework plan.

(b) Joint Ventures shall promote the pooling and community of resources, sharing of responsibilities and functions, joint governance and decision-making, mutual innovation, and profit, income, dividends, risk and loss allocation.

(c) Joint Ventures shall encourage the accelerated implementation of local projects, allow for technology transfer, and improved efficiency and quality of service, provide value-for-money and good economic value, enhance economic and social benefits.

(d) Procurement of joint Venture Projects must be competitive and must be undertaken through open competitive bidding or competitive challenge, or in certain cases, direct negotiations. Competition must be legitimate, fair and honest the selection of the private sector partner must be done in compliance with the requirements of competition, transparency and accountability.

SECTION 5. Rules of Interpretation. - This Ordinance and the provisions hereof shall be liberally interpreted to accomplish the policy and objectives herein set forth.

SECTION 6. Definition of Terms. - As used in this Ordinance, the following terms shall mean:

(a) Competitive Selection - A method of selection of a Joint Venture Partner or Partners for joint Venture Projects initiated and solicited by the City based on a transparent criteria, and which is open to participation by any interested party.

(b) Unsolicited Proposal subject to Swiss Challenge - An alternative method of selection process of a Joint Venture Partner or Partners for Joint Venture Projects initiated by private sector proponents wherein third parties or challengers shall be invited to submit comparative proposals to an unsolicited proposal received by the City.

Accordingly, the Private Sector Proponent (PSP) that submitted the unsolicited proposal, or the original proponent, is accorded the right to match any superior offers given by a comparative Private Sector Proponent/challenger.

(c) Contractual Joint Venture - A legal and binding agreement under which the City and its Joint Venture Partner/s perform the primary functions and obligations under the Joint Venture Agreement without forming a Joint Venture Company.

(d) Cost of Joint Venture Project - The total amount of the contributions of the parties to the Joint Venture Project in present value with discount rates.

(e) Credit Enhancement - The direct and indirect support to a development facility by the Private Sector Proponent and/or City, the provision of which is contingent upon the occurrence of certain events and/or risks, as stipulated in the Joint Venture Agreement Credit enhancements are allocated to the party that is best able to manage and assume the consequences of the risk involved or proportionately apportioned between the City and Private Sector Proponent Credit enhancements may include but are not limited to government guarantees on the

performance or the obligation of the City under the Joint Venture Agreement, subject to existing laws on indirect guarantees. Indirect Guarantees shall refer to an agreement whereby the City assumes full or partial responsibility for or assists in maintaining the financial standing of the Private Sector Proponent or project company in order that the Private Sector Proponent/ project company avoids defaulting on the project loans, subject to fulfillment of the Private Sector Proponent/ project company of its undertakings and obligations under the Joint Venture Agreement. (f) Direct City Equity - The subscription by the City of shares of stock or other securities convertible to shares of stock of a Joint Venture Company whether such subscription, will be paid by money or assets.

(g) Direct City Guarantee - An agreement whereby the City guarantees to assume responsibility for the repayment of debt directly incurred by the Private Sector Proponent in Implementing the project in case of a loan default.

(h) Direct City Subsidy - An agreement whereby the City shall: (a) defray, pay or shoulder a portion of the Joint Venture project cost or the expenses and costs in operating and maintaining the project; (b) condone or postpone any payments due from the Private Sector Proponent; (c) contribute any property or assets to the project; (d) waive or grant special rates on real property taxes on the project during the term of the Joint Venture Agreement; and/ or (e) waive charges or fees relative to the business permits or licenses that are to be obtained for the construction of the project, all without receiving payment or value from the Private Sector Proponent or operator for such payment, contribution or support.

(i) Divestment or Disposition - The manner or scheme of taking away, divesting or withdrawing of title to property, including shares of stock owned by the City and vesting ownership thereof to a Private Sector Proponents, and vice versa.

(j) Joint Venture Agreement - A contractual arrangement between the City and its Joint Venture Partner referred to in Section 7 hereof,

(k) Joint Venture Company - A stock corporation, formed by the City and the Joint Venture Partner, fifty percent (50%) or less of the outstanding capital stock of which is owned by the City.

(l) Joint Venture Partner or Private Sector Proponent (PSP) - The private sector entity selected to be the Joint Venture partner of the City for the Joint Venture project or activity and which shall have an adequate track record in the concerned industry, as well as technical capability and financial base consisting of equity and firm commitments from reputable financial institutions, to provide, upon award, sufficient credit lines to cover the total estimated cost of the project to implement the said project. The Joint Venture Partner or Private Sector Proponent may be a consortium or private joint Venture.

(m) Joint Venture Project - The project or projects of the Joint Venture referred to in Section 10 hereof.

(n) Project Study - A study prepared by the City in a competitive selection or by a Private Sector Proponent when submitting an unsolicited proposal, which indicates the following: needs analysis, affordability assessment, value for money assessment, preliminary risk assessment, stakeholder assessment, human resource assessment, bankability assessment, legal viability assessment, market testing if relevant, indicative transaction implementation plan, and draft joint Venture Agreement The study may be in the form of a feasibility study, pre-feasibility study or business plan.

(o) Public-Private Partnerships (PPP) - Public-Private Partnership is a form of legally enforceable contract between the City and a Private Sector Proponent, where each party assumes specified functions, bears certain risks, provides contribution or renders some obligation, and earns benefits and revenues from the Public-Private Partnership arrangement.

(p) Unsolicited Proposal) - Refers to project proposals submitted by a Private Sector Proponent to the City to undertake a Joint Venture Project without a formal solicitation issued by the City.

SECTION. 7. Joint Venture Agreement -

(a) A Joint Venture Agreement is a contractual arrangement between the City and a Joint Venture Partner or a group of private sector entities as Joint Venture Partners involving a community or pooling of interests in the performance of the service, function, business, activity or components of the Joint Venture Project, with each party having a right to direct and govern the policy in connection therewith, and with a view of sharing income, dividends, revenues, profits, risks and losses, subject to Joint Venture Agreement

(b) The term of the Joint Venture Agreement should be a fixed period not to exceed a maximum of fifty (50) years.

(c) The City, by mutual agreement in a Government-to-Government arrangement with other Local Government Units (LGUs), National Government Agencies (NGAs), Government Owned or Controlled Corporations (GOCCs), Government Instrumentalities (GIs) and Government Controlled Entities (GCEs), may implement joint Venture Projects for projects located within the City's territory or those projects that will benefit the City and its community even if the project site is outside the City's territory; provided, that the collaborating or partner government entity jointly undertakes with the City the selection of the Private Sector Proponent.

SECTION 8. Contributions and Equity. -

(a) The co-venturers or parties to a Joint Venture shall contribute money, capital, services, personnel assets, including equipment, land, intellectual property or anything of value, or a combination of any or all of the foregoing to the Joint Venture. On the part of the City, it may grant a franchise, concession, permit an undertaking, delegate or share its proprietary functions, usufruct, right-of-way, equity, subsidy or guarantee, provide cost-sharing and credit enhancement mechanisms, exercise police power, perform devolved powers, expropriate and reclassify and enact or integrate zoning ordinances and extend goodwill. The contribution of the parties shall be subject to third party independent valuation. (b) The City may allocate a portion of its Internal Revenue Allotment, development fund, regular funds, proceeds from the utilization and development of its national wealth, Special Education Fund when the Joint Venture project is education-related, Calamity Fund when the Joint Venture project is calamity or reconstruction-related, and special funds, if appropriate, as its contribution or share in the Joint Venture activity, subject to applicable laws, rules and regulations regarding on any or all of the foregoing.

(c) The City may contract a loan, avail of Official Development Assistance, secure grants, issue bonds, debentures, securities, collaterals, and notes the proceeds of which can be earmarked for the Joint Venture activity.

(d) The City shall be a minority equity or shareholder while the Private Sector Proponent shall be majority equity or shareholder, except in the case where fifty percent (50%) of the outstanding capital stock or contribution is owned or made by the City.

(e) Subject to the agreement of the parties, the City may be entitled to a share greater than its contribution or equity.

(f) Each party shall be entitled to dividends, profits, income and revenues and will bear the corresponding risks, losses and obligations in proportion to its share, unless the parties agree that the City will have a greater share in the dividends, profits, income and revenues, and/ or bear a lower proportion of the risks than its proportionate

share in the Joint Venture;

(g) For as long as the City is involved in the Joint Venture, the Private Sector Proponent shall not sell or transfer its interest in the joint Venture without the express written consent of the City Mayor upon authority of the City Council, provided that the City may sell or transfer its interest in the joint Venture by public auction, subject to the Joint Venture Agreement and applicable laws, ordinances, rules and regulations.

SECTION 9. Terms and Conditions of the joint Venture Agreement. -

(a) As far as practicable, the Joint Venture Agreement shall contain the following provisions;

- The date on which the agreement is established, executed, and considered effective
- The names, addresses and identification of the parties, including the type of business of each member of the Joint Venture
- The name under which the Joint Venture will do business;
- The principal place of business of the Joint Venture, which shall be anywhere in the City of Valenzuela;
- The Joint Venture Project and the purposes of the Joint Venture and term of the Joint Venture;
- The Joint Venture Vehicle;
- Total cost of the Joint Venture activity, project specifications and features;
- The relationship between the parties, management roles of each party in the Joint Venture activity, and a statement that the parties are actually co-venturers for the project, whether or not the Joint Venture Agreement is in the name of all members;
- The amount, kind, description (cash, personal or real property) and valuation of committed contributions of each party and when such contributions will be made and procedure for additional capital infusions, if required;
- The participation of the parties and percentage in which profits, revenues, risks and losses are shared, in proportion to their contributions, unless otherwise provided in the Joint Venture Agreement. The amount of contribution by the parties can be increased or decreased, depending on the contributions of equipment or expertise;
- The formation of a governing board or equivalent structure in the case of a Contractual Joint Venture and a board of directors in case of a Company Joint Venture and the selection of the Managing Director, Secretary and Treasurer and other officers of the Joint Venture;
- Specified termination/liquidation of the joint Venture Company, buy-out provisions, and details on the transfer of ownership of the Joint Venture activity/facility including provisions on what happens to the Joint Venture's assets after the expiration of the Joint Venture agreement or end of the Joint Venture period. If equity other than cash is to be contributed, a statement as to how the property will be evaluated and the ownership of the property during and after the effectivity of the Joint Venture Agreement;
- Procedure for divestment and disposition;
- Alternative Dispute Resolution and Arbitration;
- Anti-Corruption warranties; and
- Compliance with applicable laws, rules and regulations.

(b) All Joint Venture Agreements must be signed by the City Mayor with prior authorization by the Sanggunian Panlungsod, and the duly authorized representative of the Private Sector Proponent

(c) Any amendment or supplement to a Joint Venture Agreement, which if effected will not violate the policy on competition and fairness, after award and signing of Joint Venture Agreement shall undergo approval by the City Mayor with prior authorization by the Sanggunian Panlungsod, Non-compliance with the corresponding approval process stated shall render the amendment or supplement null and void.

(d) The regulation of the joint Venture shall be pursuant to the Joint Venture Agreement. A duly executed joint Venture Agreement shall be respected and not Impaired, and shall be binding on the successor administration pursuant to the provision on corporate succession.

SECTION 10. Joint Venture Projects. -

(a) The City, regardless of the cost, may undertake infrastructure, development or social service-related projects which are traditionally or not traditionally provided or supplied by the City.

(b) The City may enter into joint Venture agreements for power plants, highways, ports, airports, canals, dams, hydropower projects, water supply, sewerage, irrigation, telecommunications, railroad and railways, transport systems, land reclamation projects, industrial estates or townships, housing, buildings, tourism projects, markets, slaughterhouses, warehouses, solid waste management, Information technology networks and database infrastructure, education and school facilities, sewerage, drainage, dredging, prisons, and hospitals and health services, memorial parks and services, parking structures and traffic management, material testing, zoos, parks and plazas, sports, leisure gaming and recreational facilities cockpits, theaters, among other projects and business purposes. The City can also undertake Joint Ventures for any of the devolved activities under Section 17 of the 1991 Local Government Code.

(c) The City may identify specific priority projects enumerated in its comprehensive multi-sectoral development plan, and development and physical framework plan for Joint Venture arrangements.

(d) In case of a project or activity requiring a franchise, concession or license to operate, the winning Private Sector Proponent, in case of a contractual Joint Venture, shall automatically be granted by the City, through a duly enacted ordinance, the franchise or license or permit to jointly operate and maintain the facility with the City, including the collection of tolls, fees, rentals, and other charges in accordance with the schedules stipulated in the approved Joint Venture Agreement. In case a Joint Venture Company is formed, the franchise, concession or license shall be automatically granted to the Joint Venture Company. The original franchise period as stipulated in the Joint Venture Agreement may be extended, as may be authorized by the City, provided that the total franchise period shall not exceed fifty (50) years.

(e) Procurements made by the City using public/ city funds shall be subject to the RA 9184 and its Revised Implementing Rules and Regulations. Procurements made by the Private Sector Proponent using private funds or by the Joint Venture Company shall not be covered by said statute.

(f) The revenues, funds, expenditures and contributions of the City shall be subject to the audit examination by the Commission on Audit (COA). Revenues, funds, expenditures and contributions of the Private Sector Proponent shall be subject to audit by a private auditing firm.

SECTION 11. Joint Venture Vehicle. -

(a) The City and the Private Sector Proponent have the option to implement the Joint Venture through a Contractual Joint Venture (Unincorporated Joint Venture), or establish a Joint Venture Company (Incorporated

Company));

(b) The Joint Venture Company may be formed by the City and the Private" Sector Proponent under the following parameters:

- The Joint Venture Company shall be incorporated and registered as a stock corporation in accordance with the provisions of Batas Pambansa Bilang 68, otherwise known as the Corporation Code of the Philippines, as amended, and the prevailing and applicable rules and regulations promulgated by the Securities and Exchange Commission;
- Ownership and nationality requirements under the Constitution and other pertinent laws should be complied with;
- The City shall be represented in the Board of the Joint Venture Company in proportion to its investment unless more seats are allotted for the City;
- The joint Venture Company shall be permitted to derive income from the activities authorized under the Joint Venture Agreement during the term thereof. The City and the Private Sector Proponent shall be entitled to receive dividends each year from the net profits that would constitute portion of the unrestricted retained earnings of the company in each year In accordance with the Joint Venture Agreement; and
- The Joint Venture Company should stipulate a fixed period for term of existence not to exceed a maximum of fifty (50) years.

SECTION 12. Project Study. - A Project Study for a Joint Venture Project must proposals subject to Swiss Challenge.

The costs of preparing the Project Study may be reimbursed by the winning Private Sector Proponent to the City or to the Original Proponent, as the case may be, subject to the terms of the Competitive Selection or Swiss Challenge.

SECTION 13. Bids and Awards Committee (BAC).-

(a) The Bid and Awards Committee shall act as the selection committee for purposes of selecting a Joint Venture Partner or Private Sector Proponent for a specific Joint Venture Project

When acting as selection committee, the Bids and Awards Committee has a quorum with the presence of a simple majority of all voting members. The Chairperson shall vote only in case of a tie. The rules pertaining to the conduct of business of the Bids and Awards Committee shall be applied if no rules or guidelines are provided in this Joint Venture Ordinance.

The Bids and Awards Committee, with the approval of the Mayor, may invite provisional non-voting members from the national government agencies, regulatory agencies, NEDA, DILG, COA and the private sector to observe in the proceedings of the selection committee; and form a support staff or technical working group composed of employees and staff of the City.

(b) The Bids and Awards Committee shall be responsible for the identification of Joint Venture Projects and for all aspects of the pre-selection and selection of the Joint Venture partners, including, among others, the preparation or evaluation of the Project Study; drafting or evaluation of the Joint Venture Agreement; publication of the invitation to apply for eligibility and submission of proposals or comparative proposals; defining the eligibility requirements, appropriate form and amount of proposal securities, and schedules of the selection and challenge processes; pre-qualification of prospective Private Sector Proponents, bidders or challengers; conduct of

pre-selection conferences and Issuance of supplemental notices; interpretation of the rules regarding the selection process; conduct of the selection or challenge process; evaluation of the legal, financial and technical aspects of the proposals; resolution of disputes between Private Sector Proponents and challengers; defining the appeals mechanisms; and recommendation for the acceptance of the proposal and/ or for the award of the Joint Venture Agreement

(c) All recommendations of the Bids and Awards Committee shall be submitted to the Mayor for consideration and approval. The Mayor shall approve the tender documents and the draft Joint Venture Agreement before they are issued to the prospective Private Sector Proponents/ bidders.

SECTION 14. Solicited Proposal through Competitive Selection. The City may solicit proposal for Joint Venture Projects through Competitive Selection. This Involves:

a Preparation of bid / tender documents which shall include the following:

 (i)

Instructions to Bidders;

 (ii)

Terms of Reference

 (iii)

Draft Joint Venture Agreement reflecting the respective undertakings of the contracting parties;

 (iv)

Bid Form reflecting the required information to properly evaluate the bid proposal;

 (v)

Forms of bid and performance securities;

 (vi)

Requirements and timelines/milestones of concerned Agencies in granting of franchise, if applicable; and

 (vii)

Other documents as may be deemed necessary by the joint Venture-Selection Committee

b. Publication of Invitation to pre-qualify and bid for a particular project;

The Chairman of the Bids and Awards Committee shall cause to be published, once every week for two (2) consecutive weeks, in at least one (1) newspaper of general circulation, a notice inviting all prospective Public Sector Proponent/s to pre-qualify and bid for the Joint Venture Project Said invitation should also be posted in two (2) conspicuous places in the City and in the website of the City, available, during the period stated above.

c. Requirements for Prequalification of Private Sector Proponents. To pre-qualify, a prospective Private Sector Proponent must comply with the following requirements:

 (i)

Legal Requirements

For Joint Venture projects which require a public utility Franchise for its operation, and where the Private Sector Proponent and Facility Operator are one and the same entity, the PSPs must be Filipinos or, if corporations, must be duly registered with the Securities and Exchange Commission [SEC] and owned up to at least sixty percent (60%) by Filipinos, or, if a consortium of local, foreign, or local and foreign firms, Filipinos must have at least sixty percent (60%) interest in said consortium.

For Joint Venture projects requiring a public utility Franchise for its operation but where the Private Sector Proponent and Facility Operator may be two separate and independent entities, the Facility Operator must be a Filipino or, if a corporation, must be duly registered with the Securities and Exchange Commission (SEC) and owned up to at least sixty percent (60%) by Filipinos.

For Joint Venture projects that do not require a public utility Franchise for its operation, the prospective Private Sector Proponent or the Facility Operator may be Filipino or foreign-owned.

In case the prospective Private Sector Proponent is a consortium, the members or participants thereof shall be disclosed during the pre-qualification stage and shall undergo pre-qualification. Further, the members or participants thereof shall execute an undertaking in favor of the City that if awarded the Joint Venture Agreement, they shall bind themselves to be jointly and severally liable for the obligations of the Private Sector Proponent under the Joint Venture Agreement.

However, if members of the consortium organize themselves as a corporation registered under Philippine laws, such corporation shall execute such an undertaking binding itself to be liable for the obligations of the Private Sector Proponent under the Joint Venture Agreement, which shall substitute or be in lieu of the undertaking submitted by the members or participants of the consortium.

For purposes of pre-qualification, the Contractor proposed to be engaged by the Private Sector. Proponent to undertake the Construction of the Joint Venture Project must be duly licensed and accredited by the Philippine Contractors Accreditation Board (PCAB), in the case of a Filipino Contractor, or by an equivalent accreditation institution in the Contractor's country of origin, in the case of a foreign Contractor. Once the Private Sector Proponent is awarded the project, such foreign Contractor must secure a license and accreditation from the

Philippine Contractors Accreditation Board.

 (ii)

Experience or Track Record - The prospective Private Sector Proponent must possess adequate experience in terms of Firm and Key Personnel Experience.

 (iii)

Financial Capability - The prospective Private Sector Proponent must have adequate capability to sustain the financing requirements for the detailed engineering design, Construction and/or operation and maintenance phases of the project, as the case may be.

The City shall determine on a project-to-project basis the detailed legal, financial, experience and other qualifications or criteria it requires for a particular project.

d. Determination of Pre-qualified prospective Private Sector Proponent's.

The City, through its Bids and Awards Committee, shall, within a period of thirty (30) calendar days after the deadline set for the submission of the pre-qualification documents, determine which among prospective Private Sector Proponent's are "pre-qualified" or "disqualified". Accordingly, the Joint Venture - Selection Committee shall duly inform the prospective Private Sector Proponent's who have been pre-qualified within seven (7) calendar days after approval thereof. A certificate of Pre-qualification shall be issued for this purpose. Disqualified proponents shall likewise be informed stating therein the grounds for their disqualification within the same period. Those disqualified may appeal the disqualification within five (5) calendar days from receipt of the notice of disqualification to the Mayor.

The bidding process will be suspended while the appeal is being evaluated. The Mayor or his authorized representative, as the case may be, shall act on the appeal within thirty (30) working days from receipt of the appeal and upon filing of a non-refundable appeal fee in an amount equivalent to no less than one-half of one percent (0.5 %) of the Project Cost. The decision of the Mayor or his authorized representative on the appeal shall be final and immediately executory.

e. Acceptance of Criteria and Waiver of Rights to Enjoin Project.

All prospective Private Sector Proponent's shall be required to submit, as part of their qualification documents, a statement stipulating that the bidder: (i) has accepted the qualification criteria established by the Bids and Awards Committee, and (ii) waives any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against the City or its Bids and Awards Committee, or any of its officials to prevent or restrain the qualification process or any proceedings related thereto, the holding of a bidding or any proceedings related thereto, the negotiation of and award of the Joint Venture Agreement to a successful bidder, and the carrying out of the awarded Joint Venture Agreement. Such waiver shall, however, be without prejudice to the right of a disqualified or losing bidder to question the lawfulness of its disqualification or the rejection of its bid by appropriate administrative or judicial processes not involving the issuance of a writ of injunction or prohibition or restraining order.

f. Issuance of Tender Documents

The Bids and Awards Committee shall make available the related bid documents to all pre-qualified bidders upon

completion of pre-qualification evaluation and issuance of notice of pre-qualification/ disqualification to provide respective bidders ample time to examine the same and to prepare their respective bids prior to the date of opening of bids.

h. Pre-bid Conference

A pre-bid conference shall also be conducted by the City at least thirty (30) calendar days before the deadline for the submission of bids to clarify any provisions, requirements and/or terms and conditions of the bidding documents and/ or any other matter that the prospective bidders may raise.

Nothing stated at the pre-bid conference shall modify any provisions or terms and conditions of the bidding documents unless such is made as a written amendment thereto by the City. Any amendments shall be issued by the City to all bidders within a reasonable time to allow them to consider the same in the preparation of their bids and shall be duly acknowledged by each bidder prior to the submission of his bid and shall be so indicated in his bid. A summary of the pre-bid conference proceedings shall also be issued to all prospective bidders by the City. Attendance to the pre-bid conference by prospective bidders shall not be mandatory.

h. Requirements for Bid Submission, (Qualification Requirements, Technical and Financial Proposals)

Bidders shall be required to submit their bids on or before the deadline stipulated in the "Instructions to Bidders". They shall be marked "Do Not Open Before (date and time of opening of bids)". The envelopes shall be appropriately labeled as Qualification Requirements, Technical Proposal and Financial Proposal.

 (i)

The Qualification Requirements shall be those stated in Section 14 (c) hereof. Pre-qualified Private Sector Proponent's shall submit the Certificate of Pre-qualification as the qualification requirement.

 (ii)

The Technical Proposal shall contain the following requirements, as may be deemed necessary by the City:

(1)

Acceptance/Compliance statements with regard to all terms and conditions in the tender documents including those with regard to financial parameters and any changes which were made thereto by the City prior to bid submission.

(2)

Operational feasibility of the project, which shall indicate the proposed organization, methods and procedures for the operation and maintenance of the project under bidding;

(3)

Technical soundness/preliminary engineering design, including proposed project timeline;

(4)

Preliminary environmental assessment, which shall indicate the probable adverse effects of the project on the environment and the corresponding mitigating measures to be adopted;

(5)

Project Cost;

(6)

Bid Security. The City shall determine which form of Bid Security it will require which may be in cash, certified check, manager's check, letter of credit, or bank draft/ guarantee issued by a reputable local/foreign bank, or a surety bond callable on demand issued by the Government Service Insurance System (GSIS) or an entity duly registered and recognized by the office of the Insurance Commissioner and acceptable to the City, or any combination thereof payable to the City concerned based on the total Project Cost (as indicated by the prospective Private Sector Proponent) in accordance with the following schedules:

PROJECT COST

(as estimated by the

Agency/LCU or proposed by

the Project Proponent) REQUIRED BID SECUIUTY

Less than PhP 100 million 3% of the Project Cost

PhP 100 million to less than PhP 500 million 2.5% of the Project Cost or
PhP 3,000,000.00, whichever is higher

PhP 500 million to less than PhP 1 billion 2% of the Project Cost or
PhP12,500,000.00, whichever is higher

PhP 1 billion to less than PhP 5 billion 1.5% of the Project Cost or
PhP20,000,000.00, whichever is higher

PhP 5 billion or higher 1% of the Project Cost or

PhP75,000,000.00, whichever is higher

The City shall determine whether the Bid Security shall be issued by a local bank; an international bank, or both. In case the bid security is issued by an international bank, said security has to be confirmed and validated by its local branch in the Philippines or by a bank that is duly registered and authorized by the Bangko Sentral ng Pilipinas.

The posting of the bid security is for the purpose of guaranteeing that the Private Sector Proponent shall enter into Joint Venture Agreement with the City within the time prescribed therefore.

 Bids and bid securities shall be valid for a period to be prescribed by the City concerned in the bidding documents but in no case beyond one hundred and eighty (180) calendar days from the date of opening of bids. The actual amount of bid security to be posted by the bidders will be fixed by the concerned City prior to bidding. Said actual amount shall not be less than the amount prescribed in the above schedule.

 (7) Other documents as may be required by the joint Venture-Selection Committee to support the bidder's technical proposal.

 (iii)

The "Financial Proposal" shall contain the Financial bid based on the parameters set by the City which may include the following, among others:

 (1) joint Venture Project Cost

 (2) The proposed contribution of the bidder and of the City to the total joint Venture Project Cost

 (3) The proposed equity sharing between the bidder and the City

 (4) Project Financing Scheme.

i. Submission of Late Bids

Bids submitted after the deadline for submission prescribed in the "Instructions to Bidders" shall be considered late and shall be returned unopened.

j. Opening of the Envelope for Qualification of Bidder

At the date and time stipulated in the "Instructions to Bidders", the Joint Venture-Selection Committee shall open the envelope and ascertain whether the same is complete in terms of the information required. Such information shall be recorded at the time, including the names and addresses of required witnesses. All bidders or their

representatives present at the opening of the first envelopes shall sign a register of the opening of the qualification envelope.

k. Evaluation of Qualification Requirements

The qualification documents will first be evaluated prior to the opening of the technical proposal. The City shall inform bidders whether they are qualified or disqualified, and for the latter, the reasons for disqualification, within ten (10) calendar days. Only qualified bidders shall be allowed to participate in the bid evaluation. Disqualified bidders shall be informed of the grounds of disqualification and their technical and financial proposals returned unopened.

l. Rejection of Bids

Incomplete information on any of the envelopes and/or non-compliance with the bid security requirements shall be grounds for automatic rejection of bids.

m. Opening of the Envelope for the Technical Proposal

At the date and time of bid opening, as stipulated in the "Instructions to Bidders", the Bids and Awards Committee shall open only the technical proposal and ascertain whether the same is complete in terms of the data/information required under and whether the same is accompanied by the required bid security in the prescribed form, amount and period of validity. Such information shall be recorded at the time, Including the names and addresses of required witnesses. All bidders or their representatives present at the opening of the first envelopes shall, sign a register of the bid opening.

n. Opening of the Envelope for the Financial Proposal

Only those bidders whose technical proposal passed the evaluation criteria as prescribed shall have their financial proposal opened for further evaluation. Those who failed the evaluation of the technical proposal shall not be considered further, and the Joint Venture-Selection Committee shall return their financial proposals unopened together with the reasons for their disqualification from the bidding.

Once the bidders who have qualified for the evaluation of the financial proposal have been determined, the Bids and Awards Committee shall notify said bidders of the date, time and place of the opening of the envelopes for the financial proposal.

The opening thereof shall follow the same procedures prescribed for the opening of the previous envelopes.

The Bids and Awards Committee may opt to simultaneously open and evaluate the technical and financial proposals, provided all Private Sectors Proponents/ bidders are notified of the procedure prior to the opening of the envelopes.

o. Withdrawal and/or Modification of Bids Withdrawal and/or modification-of bids may be allowed upon written notice by the bidder concerned to the City prior to the time and date set for the opening of bids (opening of first envelopes) as specified in the "Instructions to Bidders". No bids shall be modified or withdrawn after the time prescribed to open bids. Bid modifications received after said period shall be considered late and will be returned unopened. Withdrawal of bids after the bid opening date shall cause the forfeiture of the bidder's bid security.

p. Right to Reject All Bids.

The City reserves the right to reject any or all bids, waive any minor defects therein and accept the offer it deems most advantageous to the Government.

q. Direct Negotiations.

Direct negotiation shall be resorted to when there is only one complying bidder left as defined hereunder:

 (i)

If, after advertisement, only one prospective Private Sector Proponent applies for pre-qualification and it meets the pre-qualification requirements, after which, it is required to submit a bid/ proposal which is subsequently found by the City to be complying;

 (ii)

If, after advertisement, more than one prospective Private Sector Proponent applied for pre-qualification but only one meets the pre-qualification requirements, after which it submits a bid proposal that is found by the City to be complying;

 (iii)

If, after pre-qualification of more than one prospective Private Sector Proponent, only one submits a bid which is found by the City to be complying;

 (iv)

If, after pre-qualification, more than one prospective Private Sector Proponent submit bids but only one is found by the City to be complying;

The negotiations will cover all the technical and financial aspects of the Joint Venture project or activity; provided, that the minimum designs, performance standards/ specifications and economic parameters stated in the Project Study and Terms of Reference for the Competitive Selection are complied with. The Mayor shall approve the terms of the Direct Negotiations prior to the award of the joint Venture Agreement to the Private Sector Proponent.

Any disqualified bidder may appeal the disqualification of the Bids and Awards Committee to the Mayor or his authorized representative, within fifteen (15) working days from receipt of the notice of disqualification. The Mayor or his authorized representative shall act on the appeal within forty-five (45) working days from receipt thereof. The decision of the Mayor or his authorized representative shall be final and immediately executory.

SECTION 15. Unsolicited Proposal subject to Swiss Challenge. This process shall be divided into three (3) Stages, described as follows:

Stage One/Unsolicited Proposal - The steps are:

i. A Private Sector Proponent submits an unsolicited proposal to the City for a projected Joint Venture Project.

For an unsolicited proposal to be considered by the City, the proponent has to submit a complete proposal, which shall include a cover letter project study which should indicate relevant assumptions, company profile, the draft Joint Venture Agreement and other documents that are needed even if proprietary in nature. The cover letter shall indicate the basic information on the Unsolicited Proposal such as its expected output and outcome, implementation period, and general description of the new concept or technology, among others, and shall include

the company profile of the unsolicited proponent The project study, draft Joint Venture Agreement, and other documents that are needed even if proprietary in nature shall be submitted in a sealed envelope. The City shall acknowledge receipt of the proposal within seven (7) calendar days and advise the proponent whether the proposal is complete or incomplete within thirty (30) calendar days from submission thereof. If incomplete, the City shall return to the proponent its submission indicating what information is lacking or necessary and the City may entertain thereafter other same or similar project proposal.

ii. The Bids and Awards Committee shall make an initial evaluation of the proposal and determination of the eligibility of the Private Sector Proponent

iii. Upon completion of the initial evaluation, the Mayor, upon recommendation of the Bids and Awards Committee, shall either issue a certificate of acceptance or non-acceptance of the proposal for purposes of detailed negotiations.

iv. If there are more than one unsolicited proposals submitted for the same joint Venture Project, the Mayor, upon recommendation of the Bids and Awards Committee, may reject all proposals and pursue competitive selection, or accept the unsolicited proposal that is complete and provides the greater advantage and benefits to the community and revenues to the City.

Stage Two/ Detailed Negotiations - The steps are:

i. The parties shall negotiate and agree on the terms and conditions of the Joint Venture Project concerning its technical and financial aspects.

ii. Once negotiations are successful, the Parties shall issue a joint certification stating that an agreement has been reached and specifying the eligibility of the Private Sector Proponent and the technical and financial aspects of the Joint Venture Project as agreed upon.

iii. The issuance of the certification commences the activities for the solicitation for comparative proposals under Stage Three hereof.

In the event that the Original Proponent has an exclusive franchise or concession, such as a power service contract, water rights, and mining contracts/ rights, granted or awarded by the responsible national government agency, without which the Joint Venture project or activity cannot be undertaken without the participation or consent of the Original Proponent-Franchise Holder, subjecting the unsolicited proposal to challenge under Stage Three hereof need not be undertaken. In which case, the Competitive/ Swiss Challenge process is deemed complete.

iv. However, should negotiations not result to an agreement acceptable to both parties, the City shall have the option to reject the proposal by informing the Private Sector Proponent in writing stating the grounds for rejection and thereafter may accept a new proposal from other Private Sector Proponents, decide to pursue the proposed activity through other Public-Private Partnerships Modalities or subject the Public-Private Partnership or Joint Venture Project to a Competitive Selection.

Stage Three/ Swiss Challenge - The steps are:

i. The Bids and Awards Committee shall prepare the tender documents. The eligibility criteria used in determining the eligibility of the Private Sector Proponent shall be the same as: those stated in the tender documents. Proprietary information shall, however, be respected and protected, and treated with confidentiality. As such, It shall not form part of the tender and related documents.

ii. The Mayor shall approve all tender documents including the draft Joint Venture Agreement before the

publication of the invitation for comparative proposals.

iii. The Bids and Awards Committee shall publish the invitation for comparative proposals at least once a Week for two consecutive weeks in at least one (1) newspaper of general circulation. Said Invitation shall also be posted in two conspicuous places In the City and in the official website of the City, if available.

iv. The Original Proponent shall post the proposal security at the date of the first day of the publication of the invitation for comparative proposals in the amount and form stated in the tender documents.

v. In the evaluation of proposals, the best offer shall be determined to include the original proposal of the Private Sector Proponent. If the City determines that an offer made by a comparative Private Sector Proponent or challenger other than the negotiated terms with original proponent is superior or more advantageous to the City than the original proposal, the Private Sector Proponent that submitted the original proposal shall be given the right to match such superior or more advantageous offer. Should no matching offer be received within the stated period, the Joint Venture Project shall be awarded to the comparative Private Sector Proponent submitting the most advantageous proposal. If a matching offer is received within the prescribed period, the Joint Venture Project shall be awarded to the original proponent. If no comparative Private Sector Proponent or challenger proposal is received by the City, the Joint Venture Project shall be immediately awarded to the original proponent

SECTION 16. Recommendation to Award. Within three (3) calendar days from the date the financial evaluation shall have been completed, the Bids and Awards Committee will submit to the City Mayor a recommendation of award. The Bids and Awards Committee will prepare and submit a detailed evaluation/assessment report on its decision regarding the evaluation of the bids and explain in clear terms the basis of its recommendations.

SECTION 17. Decision So Award. Within three (3) calendar days from the submission by the Bids and Awards Committee of the recommendation to award, the City Mayor shall decide on the award. The approval shall be manifested by signing and issuing the "Notice of Award" to the winning Private Sector Proponent within five (5) calendar days from approval thereof.

All unsuccessful bidders shall be informed in writing of the decision of the City Mayor to award the project to die winning Private Sector Proponent Such decision shall be made available to the public when requested.

SECTION 18. Notice of Award. The "Notice of Award", which is issued by the City Mayor, shall indicate, among others, that the winning Private Sector Proponent must submit within twenty (20) calendar days from official receipt of the "Notice of Award" the following:

- Prescribed performance security;
- Proof of commitment of the required equity contribution, as specified by the Bids and Awards Committee;
- Proof of firm commitments from reputable financial institution to provide sufficient credit lines to cover the total estimated cost of the project;
- In the case of a consortium, the agreement Indicating that the members are jointly and severally liable for the obligations of the Private Sector Proponent under the contract; or
- In case a special purpose company (SPC) is formed for purposes of undertaking the project, proof of registration in accordance with Philippine laws; or
- Such other conditions imposed by the Bids and Awards Committee.

Failure to submit the requirements within the prescribed twenty (20)-calendar day period will result in confiscation of the bid security. Within five (5) calendar days upon receipt of the foregoing requirements for

award, the City Mayor, upon recommendation of the Bids and Awards Committee, shall determine and notify the winning bidder of its compliance of all the conditions stated in the said notice.

SECTION 19. Public Dissemination of Bidding Results. The Bids and Awards Committee shall post the notice of award and/or bidding results once every week for two (2) consecutive weeks, in at least one (1) newspaper of general circulation. Said notice of award/bidding results should also be posted in two (2) conspicuous places in the City and in the website of the City, if available, during the period stated above.

SECTION. 20. Execution of the joint Venture Agreement. The authorized signatory(ies) of the winning Private Sector Proponent and the City Mayor shall execute and sign the Joint Venture Agreement for the project within five (5) calendar days from receipt by the winning Private Sector Proponent of the notice from the City Mayor that all conditions stated in the Notice of Award have been complied with.

In the event of refusal, inability or failure of the winning Private Sector Proponent or winning bidder to enter into Joint Venture Agreement with the City within the time provided therefor, the City shall forfeit its bid security. The following steps shall be observed thereafter in either solicited or unsolicited proposal process of Private Sector Proponent selection.

In the case of solicited proposal, the City shall consider the bidder with the next ranked complying bid. If the same shall likewise refuse or fail to enter into a Joint Venture Agreement with the City, its bid security shall likewise be forfeited and the City shall consider the next ranked complying bid, and so on until a Joint Venture Agreement shall have been entered into. In the every that the City is unable to execute the Joint Venture Agreement with any of the complying bidders, a failure of bidding will be declared and the project may be subjected to a re-bidding.

In the case of unsolicited proposal, the City shall consider the comparative Private Sector Proponent or challenger proposal if the winning Private Sector, Proponent is the original proponent and if the winning Private Sector Proponent is the comparative or challenger Private Sector Proponent, the City shall consider the original proponent in the event that the City is unable to execute the Joint Venture Agreement with any of the original or comparative proponent as the case maybe, a failure of unsolicited proposal selection shall be declared and the project may be subjected to another round of Private Sector Proponent process of selection.

SECTION 21. Submission and Ratification of the Joint Venture Agreement. Within five (5) days from the signing of the joint Venture Agreement the original signed Joint Venture Agreement shall be submitted to the Sangguniang Panlungsod for ratification by simple majority.

During the consideration of the joint Venture Agreement by the Sanggunian Panlungsod, a public consultation shall be conducted explaining the Joint Venture Project Joint Venture Agreement, accountability mechanisms built into the joint Venture arrangement the benefits and costs of the joint Venture Project among other relevant matters.

The Joint Venture Agreement shall be effective upon ratification thereof by the Sangguniang Panlungsod, unless another date is stipulated therein.

SECTION 22. Notice to Commence. The City, when deemed necessary, shall issue the "Notice to Commence Implementation" of the project to the winning bidder within a reasonable period to be determined by the Bids and Awards Committee and stated in the contract '

SECTION 23. Schedule and Timelines. The Mayor, upon recommendation of the Joint Venture-Selecion Committee, shall have the authority to adopt prescribe, or modify the appropriate schedules and timelines for each

Private Sector Proponent selection process: provided, that the periods are reasonable and will not undermine free competition, transparency and accountability.

SECTION 24. Joint Venture Regulatory Authority. -

(a) There shall be a joint Venture Regulatory Authority (JV-RA) which shall be composed of the following:

 Chairperson - The City Mayor

 Vice-Chairperson - The Vice-Mayor

 Executive Director - The Chairman of the BAG

 Members - The City Legal Officer

 - The City Treasurer

 - The City Engineer

 - The City Accountant

- Two (2) representatives for the Sanggunian Panglungsod to be chosen by the Sanggunian Panglungsod members.

A quorum of the Joint Venture -Regulatory Authority shall be composed of a simple majority of all voting members. The Chairperson shall vote only in case of a

The Joint Venture -Regulatory Authority with the approval of the Mayor may invite third party experts to attend its meetings to act as advisors and observers. Such third party experts may represent national government agencies, regulatory agencies, the NEDA, the DUG, COA, private sector, non-governmental organizations and civic groups.

The Joint Venture -Regulatory Authority may form a support staff composed off employees and personnel of the City. The Joint Venture -Regulatory Authority may also engage consultants hired pursuant to law.

(b) The Joint Venture -Regulatory Authority, on behalf of the City, shall be tasked with performing contract management functions, such as partnership management (i.e., corporate governance, communication and information sharing, and dispute resolution), performance or service delivery management (i.e., risk management and performance management), and contract administration (i.e., variation management, contract maintenance and financial administration). Aside from these, the Joint Venture -Regulatory Authority shall be responsible for setting and monitoring the tariff, and administering the subsidy pursuant to the Joint Venture Authority.

SECTION 25. Accountability Mechanisms.

(a) Before commencing their functions, each member of the Bids and Awards Committee and Joint Venture -Regulatory Authority shall sign a Code of Conduct, which shall guide each member in the performance of their duties as such.

(b) The City shall ensure, promote and eliminate all obstacles to social accountability and allow and enhance constructive engagement between citizens' groups, academe, consumers, rate-payers, general public, City, national government agencies, regulatory agencies, and Private Sector Proponent

SECTION. 26. Implementing Rules. - While this Ordinance and the provisions hereof are already operative upon the Ordinance's effectivity, the Mayor, upon recommendation of the Bids and Awards Committee, may issue the

appropriate and relevant rules and regulation for the proper implementation of this Ordinance or its provisions.

SECTION 27. Application of Other Laws and Regulations. - Whenever relevant and appropriate and in the absence of a specific provision to the contrary, the provisions of the Built Operation Transfer (BOT) Law, the Corporation Code of the Philippines, the New Civil Code, Government Procurement Reform Act (GPRA), Executive Order No. 301 (26 July 1987), COA Circular No. 89-296 (January 27, 1989), and their applicable rules and regulations, and the 2008 or 2013 Joint Venture Guidelines adopted by the National Economic and Development Authority (NEDA) shall apply in a suppletory manner.

SECTION 28. Separability Clause. - If, for any reason, any section or provision of this Ordinance or any part thereof, or the application of such section, provision or portion is declared invalid or unconstitutional, the remainder thereof shall not be affected by such declaration.

SECTION 29. Repealing Clause. - All ordinances and resolutions or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed or modified accordingly.

SECTION 30. Effectivity. - This Code shall take effect fifteen (15) days after its publication in at least two(2) newspaper of general circulation.

ENACTED.

JULY 14, 2014.

VALENZUELA CITY METROPOLITAN MANILA.

(Sgd.) HON. ANTONIO R. ESPIRITU

Councilor

Majority Floor Leader HON. ROSALIE ESTEBAN-CAYCO

Councilor

Minority Floor Leader

HON. MARCELINO G. MORELOS

Councilor (Sgd.) HON. LORENA NATIVIDAD-BORJA

Councilor

Asst. Majority Floor Leader

(Sgd.) HON. ROVIN ANDREW M. FELICIANO

Councilor (Sgd.) HON. LAILANIE P. NOLASCO

Councilor

HON. CORAZON A. CORTEZ

Councilor (Sgd.) HON. KIMBERLY ANN D.V. GALANG

Councilor

(Sgd.) HON. MARLON PAULO C. ALEJANDRINO

Councilor (Sgd.) HON. CRISSHA M. PINEDA

Councilor

(Sgd.) HON. JENNIFER PINGREE-ESPLANA

Councilor (Sgd.) HON. KRISTIAN ROME T. SY

Councilor

(Sgd.) HON. RAMON L. ENCARNACION

Councilor

(President League of Barangays)

 ATTESTED:

 (Sgd.) FLAVIO C. DIAZ

Secretary

CERTIFIED CORRECT:

(Sgd.) HON. ERIC M. MARTINEZ

Presiding Officer

City Vice Mayor

APPROVED:

(Sgd.) HON. REXLON T. GATCHALIAN
City Mayor

Date Signed: _____

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