
	<p>REPUBLIC OF THE PHILIPPINES Department of Health EAST AVENUE MEDICAL CENTER East Ave., Diliman, Quezon City Philippines</p>	 <table><tr><td>Reference Code:</td><td>FM-DIR-LEG-001</td></tr><tr><td>Issue Number:</td><td>0</td></tr><tr><td>Date: Effective</td><td>Oct. 01, 2013</td></tr></table>	Reference Code:	FM-DIR-LEG-001	Issue Number:	0	Date: Effective	Oct. 01, 2013
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CONTRACT NO. 2021-288

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is made and entered into by and between:

**EAST AVENUE MEDICAL CENTER**, a government hospital duly organized under existing laws of the Republic of the Philippines with principal office and place of business at East Avenue, Quezon City, represented herein by its Medical Center Chief II, **ALFONSO G. NUÑEZ III, MD,FPCS,MMHoA**, hereinafter referred to as the **HOSPITAL**;

- AND -

**R.B SORIANO CONSTRUCTION**, a firm duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 11 Lauren Street, Simeona Village, Concepcion Uno, Marikina City represented herein by **Mr. RICHARD B. SORIANO**, in his capacity as **General Manager**, hereinafter referred to as the **CONTRACTOR**;

WITNESSETH

**WHEREAS**, an open, competitive public bidding for the **RENOVATION OF STAFF QUARTERS** was conducted in accordance with the Republic Act 9184 (hereinafter called "RA 9184") and its 2016 Revised Implementing Rules and Regulations (hereinafter called "2016 IRR");

**WHEREAS**, the **East Avenue Medical Center Hospital Bids and Awards Committee** (hereinafter called "EAMC - HBAC-C") advertised the Invitation to Bid for the **RENOVATION OF STAFF QUARTERS** in the PhilGEPS on **May 27, 2021** and in a

conspicuous place at the premises of the East Avenue Medical Center, other hospitals, and other government offices continuously for seven (7) days;

**WHEREAS**, a Pre-Bid Conference was conducted on **June 03, 2021** at the **Mezzanine Floor, Conference Room, East Avenue Medical Center, Main Building, Diliman, Quezon City**, where the EAMC HBAC-C explained the requirements, terms and conditions stipulated in the bidding documents and the prospective bidders inquired and requested clarifications on the requirements, terms and conditions stipulated in the bidding documents. There were **seven (7)** prospective bidders who attended the aforementioned conference:

1. P.L. JUAN CONSTRUCTION, INC.
2. R.B. SORIANO CONSTRUCTION
3. GREEN BUILDER & ENTERPRISES
4. JEPACON CONSTRUCTION AND DEVELOPMENT CORP.
5. R.R. ENCABO CONSTRUCTORS, INC.
6. MZR BUILDERS
7. DASTEC CONSTRUCTION & SUPPLY

**WHEREAS**, the submission and opening of bids was conducted on **June 18, 2021** at the **Mezzanine Floor, Conference Room, East Avenue Medical Center, Main Building, Diliman, Quezon City**. There were **six (6)** prospective bidders who procured the bidding document and the same submitted their respective proposals to the aforesaid project:

1. JEPACON CONSTRUCTION AND DEVELOPMENT CORP.
2. R.B. SORIANO CONSTRUCTION
3. DASTEC CONSTRUCTION & SUPPLY
4. GREEN BUILDER & ENTERPRISES
5. R.R. ENCABO CONSTRUCTORS, INC.
6. P.L. JUAN CONSTRUCTION, INC.

**WHEREAS**, the first envelope containing the Eligibility and Technical Documents were opened. The presence, completeness and correctness of the required document were checked and verified by the EAMC HBAC-C in the presence of the prospective bidder representative;

**WHEREAS**, the following bidders were declared Eligible:

1. R.R. ENCABO CONSTRUCTORS, INC.
2. R.B. SORIANO CONSTRUCTION
3. GREEN BUILDER & ENTERPRISES
4. P.L. JUAN CONSTRUCTION, INC.
5. JEPACON CONSTRUCTION AND DEVELOPMENT CORP.
6. DASTEC CONSTRUCTION & SUPPLY



**WHEREAS**, the second envelope containing the Financial Proposal was opened. Again, the presence, completeness and correctness of the required document were checked and verified by the EAMC HBAC-C. The respective bid of Bidders, who were declared Eligible and were rated **PASSED**, were read publicly and electronically displayed and viewed by all present, to wit;

Name of Bidder	ABC (PhP)	Bid Amount as Read (PhP)	% Variance from ABC
R.R. ENCABO CONSTRUCTORS, INC.	9,000,000.00	8,399,999.89	0.067
R.B. SORIANO CONSTRUCTION	9,000,000.00	7,795,487.72	0.134
GREEN BUILDER AND ENTERPRISES	9,000,000.00	7,939,730.00	0.118
P.L. JUAN CONSTRUCTION, INC.	9,000,000.00	8,000,000.00	0.111
JEPA CONSTRUCTION AND DEVELOPMENT CORP.	9,000,000.00	8,167,050.55	0.093
DASTEC CONSTRUCTION AND SUPPLY	9,000,000.00	7,885,745.55	0.124

**WHEREAS**, a detailed evaluation of the submitted proposal including the Legal, Technical and Financial aspect of the documents for the abovesited project was undertaken by the EAMC HBAC-C and the Technical Working Group (hereinafter called "TWG") resulted to the following;

Name of Bidder	ABC (PhP)	Bid Amount as Calculated (PhP)	% Variance from ABC
R.R. ENCABO CONSTRUCTORS, INC.	9,000,000.00	8,399,999.89	0.067
R.B. SORIANO CONSTRUCTION	9,000,000.00	7,795,487.72	0.134
GREEN BUILDER AND ENTERPRISES	9,000,000.00	7,939,730.00	0.118
P.L. JUAN CONSTRUCTION, INC.	9,000,000.00	8,000,000.00	0.111
JEPA CONSTRUCTION AND DEVELOPMENT CORP.	9,000,000.00	8,167,050.55	0.093
DASTEC CONSTRUCTION AND SUPPLY	9,000,000.00	7,885,745.55	0.124

**WHEREAS**, in the **Post Qualification Evaluation Report** submitted by the TWG, **R.B. SORIANO CONSTRUCTION** complied with the technical specifications stipulated in Section VII in the bidding documents.

**WHEREAS**, upon careful examination, validation and verification of all eligibility, technical and financial documents including the actual demonstration of the project by **R.B. SORIANO CONSTRUCTION** it was found to be complying with all the requirements set by the EAMC HBAC-C;

**WHEREAS**, verification of the commitment and checking the performance of the above Bidder of its on-going and completed government and private contracts has been made;

**WHEREAS**, thorough verification and validation of the licenses, certificates, permits and agreements submitted by the bidder and the fact that is not included in the blacklist has been made;

**NOW, THEREFORE**, on the basis of the above, the herein **Members** of the EAMC HBAC-C hereby **RESOLVE** as it is hereby **RESOLVED** to declare **R.B. SORIANO CONSTRUCTION** as the **Lowest Calculated and Responsive Bidder** for the **RENOVATION OF STAFF QUARTERS**.

**FOR AND IN CONSIDERATION** of the foregoing premises, the Parties have agreed to enter into this Agreement, subject to the following terms and conditions:

ITEM NO.	PROJECT NAME	QTY	UNIT	BID PRICE PER UNIT	TOTAL AMOUNT
1	RENOVATION OF STAFF QUARTERS	1	lot	7,795,487.72	₱7,795,487.72

**ARTICLE I – SCOPE OF WORK**

**SUMMARY OF WORKS**

**1: GENERAL SCOPE OF WORKS**

Furnish all labor, materials, equipment, plant tool and other facilities to complete the entire works which includes Architectural, Civil, Sanitary, Electrical, Mechanical and Auxiliary Works and render ready for use in accordance with the plans and specifications and contract documents.



## **2: GENERAL REQUIREMENTS**

- i. Construction safety and health
- ii. Temporary Enclosure/Board-up
- iii. Project Billboards/COA billboard

### **CIVIL WORKS**

#### **DEMOLITION WORKS**

- i. Removal/demolition of existing partitions. (Masonry & Drywall).
- ii. Removal of existing ceiling, condemned pipes, and existing electrical conduits.
- iii. Removal of floor finishes and wall tiles (hallway & comfort rooms).
- iv. Removal of existing door panels, jambs, and windows.
- v. Chipping of floor topping.

#### **CONCRETE/MASONRY WORKS**

- i. Provide concrete floor topping.
- ii. All comfort rooms shall be enclosed with CHB from floor to soffit of the above floor.
- iii. Perimeter walls shall be plaster with plain cement finish.

#### **WALLS and PARTITION**

- i. Provide 4" CHB wall partition for comfort rooms and other areas stated in the plans.
- ii. Provide wooden architectural partition.
- iii. All works shall be in accordance with the plans and specifications.

#### **DOORS and WINDOWS**

- i. Provide laminated door panel with 2"x6" Hardwood jamb including accessories for all room entrance and other areas specified in the plan.
- ii. Steel door and jamb shall be provided for the main entrance of the area including complete accessories.
- iii. Electrical closet shall be provided with louvered metal door panel and jamb including complete accessories.
- iv. Comfort rooms shall be provided with PVC door panel and jamb.
- v. All windows scheduled for replacement shall be provided with 2"x4" powder coated aluminum frame.
- vi. Rear window shall be provided with steel window grills.
- vii. Follow as per plan, schedule, and specifications.

#### **CEILING WORKS**

- i. Provide moisture resistant gypsum board with light gauge metal framing on all bedrooms, hallway, storage, and other areas, except comfort rooms.
- ii. Provide fiber cement board ceiling in all comfort rooms.
- iii. All ceiling frames shall be light gauge metal frames.
- iv. Affected ceiling or subject for removal due to plumbing works shall be restored.

- v. Provide acoustic tiles ceiling board on powder coated aluminum framing at hallways and other areas indicated in the plans.
- vi. All existing ceiling on areas affected by the construction such as sewer line installation and electrical works shall be restored.

## **FINISHES**

### **A. FLOORS and WALLS**

- i. Provide 2mm thick 300 x 300mm homogenous vinyl floor tiles.
- ii. For comfort rooms and janitorial closet flooring provide 300 x 300mm ceramic floor tiles.
- iii. Provide 300 x 600mm polished wall tiles for comfort rooms and janitorial closet.
- iv. Countertop finish for reception and nurses' station shall be slab granite finish.

### **B. PAINTINGS**

- i. Ceiling shall be flat finish.
- ii. Interior shall be skim coat treated and painted finish, color shall be the same with the existing unless otherwise specified by the engineer/end-user.
- iii. Restored ceiling shall properly painted.
- iv. Follow as per plan and specifications.

### **C. WALL PROTECTION**

- i. Provide wall guard protection at hallways corridor.
- ii. Provide polished granite baseboard.

### **CARPENTRY WORKS**

- i. Provide shelves and cabinets.
- ii. Follow as per plan and specification for cabinets and shelves.

### **PLUMBING WORKS**

#### **A: SEWER LINE**

- i. All sewer lines shall be series 1000 PVC pipes and fittings.
- ii. All sewer shall be provided with proper ventilation system.
- iii. Clean-out shall be floor type unless otherwise indicated in the plan or directed by the Engineer.
- iv. Provide floor drain with P-TRAP.
- v. All pipes that will pass through the floor/concrete slab, coring machine shall be used.

#### **B: COLD WATER LINE**

- i. Condemned all existing water supply line to fixtures.
- ii. Cold water line shall be Polypropylene Random (PPR) pipe and fittings with a minimum of PN20 standard thickness.
- iii. All fixtures installed shall be provided with proper fittings and accessories.

- iv. All new water supply line shall be connected to the existing main line.
- v. Suspended waterline supply pipe shall be supported by full threaded hanger rod.
- vi. Follow as per plan and specifications to complete this item of works.

#### **C: PLUMBING FIXTURES**

- i. All provided water closet shall be of tank type with bidet.
- ii. Provide round ceramic vessel type counter lavatory with stainless steel gooseneck faucet.
- iii. Provide ceramic lavatory sink with goose neck type stainless faucet and with complete fittings and accessories.
- iv. Soap holder shall be provided in all shower rooms and toilet.
- v. Provide tissue holder in all toilet rooms.
- vi. Provide shower heads and valves in every shower area.
- vii. Janitor's closet shall be provided with stainless steel wall mounted faucet.
- viii. Wall mounted faucet shall be provided in all shower areas and toilet areas.
- ix. Floor clean-out shall be provided with stainless steel cover.
- x. Floor drain shall be of minimum 100x100mm stainless / brass type.

#### **MECHANICAL WORKS**

##### **A: FIREPROTECTION SYSTEM**

- i. Due to arrangement of rooms, fire sprinkler heads shall be relocated or aligned based on standard spacing requirements of the code.
- ii. All smoke detectors shall be replace with the type.
- iii. Follow as per plan and specifications to complete this item of works.

##### **B: AIRCONDITIONING & VENTILATION SYSTEM**

- i. Provide window type airconditioning units for all bedrooms and office.
- ii. All airconditioning units shall be provided with steel brackets and drains.
- iii. Exhaust fans shall be provided in every rooms.
- iv. Follow as per plan and specifications.

#### **ELECTRICAL WORKS**

- i. Provide panel board and breakers.
- ii. Provide feeder lines & sub-feeder.
- iii. All cables and wires shall be provided including conduits and accessories.
- iv. Provide brand new wiring devices.
- v. Utility box shall be galvanized iron G.I.
- vi. LED emergency Lights shall be provided in each room.
- vii. All suspended electrical conduits shall be supported by threaded bar hanger rod.
- viii. Power supply of all emergency lights shall be separated in one circuit.
- ix. Exhaust Fan control for Bedrooms shall be in separate switch.
- x. Follow as per plan and specifications.



### **AUXILIARY WORKS**

- i. Provide provision for CCTV.
- ii. LED emergency exit signage shall be provided.
- iii. Follow as per plan and specifications.

### **MISCELLANEOUS**

- i. Provide room signage.

### **THERMAL & MOISTURE PROTECTION**

- i. Provide waterproofing in all comfort rooms and janitor's and other wet areas.

### **DISPOSAL / HAULING**

- i. All debris and wastes from construction shall properly dispose by the contractor.

### **OTHER WORKS**

- i. Other works not mentioned herewith but indicated in the BOQ, plans and specifications necessary for the execution and completion of works shall be included.
- ii. Protect all salvage materials of value taken from the demolition. They shall be the property of the Owner, the contractor shall be responsible for the salvage materials until the completion of the project.
- iii. Protect from damage all existing utilities within the sites and adjoining areas. Any existing that maybe damage shall be repaired / replaced by the contractor without extra cost to the owner.
- iv. TEMPORARY BOARD-UP shall be provided on all areas affected by the construction.

### **PERMIT, LICENSES, TAXES, ETC.**

- i. The contractor shall obtain all permits required by the end user or the administration. Works shall not be started unless said authorities have approved the plans, if necessary.
- ii. The Contractor shall carry all expenditures for temporary water, power, telephone supply and all required all required testing for materials, etc. for this project and shall be included in the Contractor's proposal.

### **EQUIPMENT**

- a. Make use of necessary equipment for the works to complete the project.



In no case however, shall the total sum of liquidated damages exceed fifteen percent (15%) of the total contract price, in which event the contract shall automatically be taken over by the HOSPITAL, and the Contractor's performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the CONTRACTOR shall pay the HOSPITAL under the provisions of this clause.

#### ARTICLE XV - MISCELLANEOUS PROVISIONS

1. During the effectivity of this Agreement, the CONTRACTOR shall hold the HOSPITAL free and harmless in case of all claims arising out of all causes of action resulting between and among HOSPITAL employees and/or the CONTRACTOR's employees, personnel, agents, and representatives, which may occur as a result of the implementation of this Agreement.
2. It is expressly understood and agreed that this Memorandum of Agreement shall not create an employer-employee relationship between the HOSPITAL and the CONTRACTOR's officers, employees, and other assigns; that the services to be rendered by virtue of this Memorandum of Agreement shall not be considered, and will not be credited as, government service, and that the CONTRACTOR, or any of its employees and representatives, shall not be entitled to benefits enjoyed by personnel of this HOSPITAL.
3. Except where herein provided, both parties agree that this Memorandum of Agreement, including the bidding documents, Technical Specifications, Terms of Reference, and all other documents deemed to form, be read, and be construed as integral to this Agreement, as may be provided by law, contains their full agreement and supersedes all previous agreements, either written or oral, if any. No other quotations, agreements, understandings, commitments, discussions, warranties, representations, and other covenants, whether written or oral, shall be understood to govern the HOSPITAL, the CONTRACTOR, and the Project, except as may be provided by law.
4. Subsequent amendments, modifications, revisions, or supplements to this Agreement shall be made in writing and shall be effective only upon mutual agreement of this HOSPITAL and the CONTRACTOR.
5. Both parties agree that they shall each protect and maintain confidentiality of all personal information which they may obtain by virtue of this Agreement, in accordance with applicable laws. As such, both parties' respective employees, personnel, agents, and representatives shall not, during the effectivity of this Agreement, and after its termination, disclose to or furnish any person or

entity, or use for its own benefit, or cause the publication or disclosure of, any confidential information which may come to its knowledge in the course of the effectivity of this Agreement, in conformity with relevant laws, rules, and other regulations.

6. Both parties agree to submit any action arising from or incidental to this Memorandum of Agreement to the jurisdiction of the proper courts in Quezon City, to the exclusion of all other venues.

#### **ARTICLE 16 - APPLICABILITY OF OTHER LAWS**

The provisions of R.A. 9184 and its Implementing Rules and Regulations, and all other laws pertaining to infrastructure projects as promulgated by relevant laws, rules, and regulations shall be made applicable.

#### **ARTICLE XVI - EFFECTIVITY**

This contract shall be effective upon signing hereof by the proper authorities subject to whatever addition, alteration and amendment that may be suggested by the proper authorities concerned in the contract review which shall be effective and binding and shall form part of the CONTRACT.

IN WITNESS WHEREOF, the parties have hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2021 at Quezon City, Philippines.

**EAST AVENUE MEDICAL CENTER**

  
**ALFONSO G NUNEZ III MD, FPCP, MMHOA**  
*Medical Center Chief II*

**R.B. SORIANO CONSTRUCTION.**

  
**RICHARD B SORIANO**  
*General Manager*

**WITNESSED BY:**

  
**JOSE C CALIXTRO, M.P.A.**  
*Chief Administrative Officer*

  
**ATTY RONNIE G. RAGONTON**  
*Head, Legal Office*

  
**MR JOHN JAMES BALEJANDRO, C.P.A.**  
*Chief Accountant*

## ACKNOWLEDGEMENT

Republic of the Philippines )  
Quezon City ~~MARIKINA CITY~~ ) S.S.

BEFORE ME, a Notary Public, for and in Quezon City on this day of \_\_\_\_\_, personally appeared before me, **ALFONSO G. NUÑEZ III, MD, FPCS, MMHOA** of **EAST AVENUE MEDICAL CENTER** with Identification: \_\_\_\_\_ and Identification No. \_\_\_\_\_ and **MR. RICHARD B SORIANO** in his capacity as **General Manager** of **R.B SORIANO CONSTRUCTION** with Identification: Pasaport I.D and Identification No. P0009899B, who are personally known to me and known to be the same persons who executed the foregoing Agreement and they acknowledged before me that the same is their voluntary act and deed.

This document of sixteen (16) pages including this page upon which this acknowledgement is written, have signed by the parties and their instrumental witness in the space provided for their signature on the left hand margin on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, year and place above written.

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Book No. XIX  
Series No. 2021

ATTY. FRANCIS BON C UGSAO  
NOTARY PUBLIC  
APPT. NO. 8 (2019-2020) UNTIL DEC. 31, 2020  
IBP NO. 066038 ROLL NO. 68521  
PTR NO. 7811322 MARIKINA CITY  
MCLE Compliance No. VI - 0007890  
MOBILE NO. 09176153349  
NOTARIAL COMMISSION EXTENDED  
UP TO DECEMBER 31, 2021  
PER S.C EN BANC RESOLUTION DATED  
JUNE 22, 2021 IN BR. NO 3795  
JUL 23 2021