



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-PROC-2021-006

(NOA-2020-151)

J.D. LEGASPI CONSTRUCTION

202 A. Luna St.,
Poblacion,
Mandaluyong City
Tel. No. 8529-9957/ 8800-3969

Dear Sir/Madam:

The attached Contract Agreement having been approved, notice is hereby given to **JD LEGASPI CONSTRUCTION** that work may commence on the **One (1) Lot Supply of Labor and Materials for the Construction of PCMC's New Building (Phase 2)** effective within seven (7) calendar days upon receipt and signing of this notice.

With this, 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. LECCIONES, M.D., PhD, DPA, CESO III
Executive Director 

Acknowledge receipt of this Notice on April. 29, 2021
(date of receipt)

Name of the Representative of the Bidder: COPPUZ, JENUS D.

Authorized Signature : 



J.D. LEGASPI CONSTRUCTION

Engineers * Builder * Contractor

LETTER OF AUTHORIZATION

April 29, 2021

PHILIPPINES CHILDREN'S MEDICAL CENTER

Quezon Avenue cor. Agham Road
Quezon City

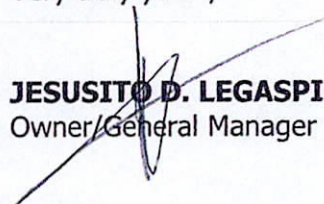
Attention : MARIA ROSARIO S. CRUZ, MD
Chairperson, Bids and Awards Committee

Dear Ma'am;

Authorization is hereby given to **MR. JESUS D. CORPUZ** to pick up Notice of Proceed and to sign, execute and deliver for and in behalf of me. The Bid Documents, agreement/s, applications, permits, and/or documents or instruments, as well as renewals, amendments, or supplements thereto, in furtherance of, or in connection with, or for the implementation, transactions and authorities, under such terms and conditions that such officer may deem appropriate the for the project **One (1) Lot Supply of Labor and Materials for the Construction of PCMC's New Building (Phase 2).**

Any assistance given will be highly appreciated.

Very truly yours,


JESUSITO D. LEGASPI
Owner/General Manager

mfed: r: 4/29/21



Main Business Address: 202 A. Luna St. Mandaluyong City
Branch Office Address: 2/F, 116 Legaspi Building, 116 Aguirre St., Brgy. San Lorenzo, Makati City
Tel. #: 253-0618, 251-9810

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of 28 APR 2021 2021 between **PHILIPPINE CHILDREN'S MEDICAL CENTER** with address at Quezon Avenue, Quezon City (hereinafter called the "*Entity*") and **J.D. LEGASPI CONSTRUCTION** with business address at 202 A. Luna St., Poblacion, Madaluyong City and postal address at 116 Legaspi Bldg., 116 Aguirre St., Makati City (hereinafter called the "*Contractor*").

WHEREAS, the Entity is desirous that the Contractor execute **One (1) Lot Supply of Labor and Materials for the Construction of PCMC New Building (Phase 2), Invitation to Bid No. IB-2020-078**, (hereinafter called "*the Works*") and the Entity has accepted the Bid for **Four Hundred Forty-Six Million Seven Hundred Eighty-Two Thousand Seven Hundred Two Pesos and 07/100 (Php446,782,702.07)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Terms of Reference
 - ii. Drawings/Plans;
 - iii. Specifications;
 - iv. Bill of Quantities;
 - v. General and Special Conditions of Contract;
 - vi. Supplemental or Bid Bulletins, if any;
 - vii. Invitation to Bid;
 - viii. Instruction to Bidders.
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

 - c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or**

9/28/21



information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Four Hundred Forty-Six Million Seven Hundred Eighty-Two Thousand Seven Hundred Two Pesos and 07/100 (Php446,782,702.07)** or such other sums as may be ascertained, **J.D. LEGASPI CONSTRUCTION** agrees to undertake the supply of labor and materials for the construction of PCMC New Building (Phase 2) in accordance with its Bid.
4. The **PHILIPPINE CHILDREN'S MEDICAL CENTER** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding

5. MISCELLANEOUS PROVISIONS

5.1 Duration and Effectivity. The contract period is for 600 calendar days from receipt of Notice To Proceed, unless sooner terminated for cause, or if the facility is abolished, sold, privatized or turned over to a new owner, to commence from the receipt by the Supplier of the Notice to Proceed (NTP). Contract Review No. 414 26 March 2021 Series of 2021 Page 6 of 7

5.2 No Employer-Employee Relationship. It is expressly understood and agreed that the personnel assigned by the Contractor under this Contract are, for all intents and purposes, the employees of the Contractor, and hence, no employer-employee relationship exists between any and all of the personnel of the Contractor and the Entity. The Contractor shall hold the Entity free and harmless from any claims, causes of action, and suits that the Contractor's personnel may institute. As such, the Entity shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to, or by any of the Contractor's employees or personnel assigned to the Project.

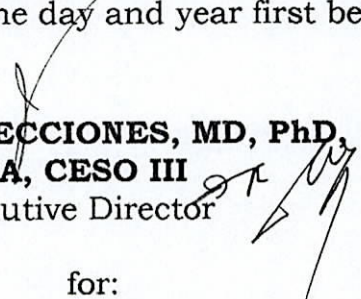
5.3 Indemnification. Insofar as any and all personnel assigned to the Entity are concerned, the Contractor shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the Labor Code, Social Security Law, Employees' Compensation Act, PhilHealth Act, HDMF Law and other related welfare legislations/issuances. The Contractor agrees and binds itself to save and hold the Entity free from any liability which may arise therefrom. The Contractor hereby agrees to hold the Entity free and harmless from all and any damages and liabilities that may be filed against the Contractor or the Contractor's personnel by reason of their employment by the Contractor under decrees and/or laws pertinent to employer-employee relationship.

5.4 Non-Waiver. The failure of the Entity to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that the Entity may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of the Entity shall not be considered as

condonation or waiver of any breach or default by the Supplier of any covenant or condition herein provided. No waiver by the Entity of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by the through its duly authorized representative. Contract Review No. 414 26 March 2021 Series of 2021 Page 7 of 7

- 5.5 Dispute. In case of a dispute between the parties, the same shall be resolved in accordance with Republic Act (R.A.) No. 876, as amended by R.A. No. 9285, otherwise known as the "Arbitration Law" and the "Alternative Dispute Resolution Act of 2004," respectively.
- 5.6 Venue of Action. The parties hereby agree that that venue of the action for any cause or causes of action which may arise from this Contract shall be exclusively in the proper court of Quezon City, Philippines only.
- 5.7. Separability Clause. Should any provision of this Contract be held invalid by any competent court, the same shall apply only to the provision involved and the remainder hereof remains valid and enforceable.
- 5.8. The terms, conditions, and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties, successors, or assigns.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.


JULIUS A. LECCIONES, MD, PhD,
DPA, CESO III
Executive Director

for:


**PHILIPPINE CHILDREN'S
MEDICAL CENTER**

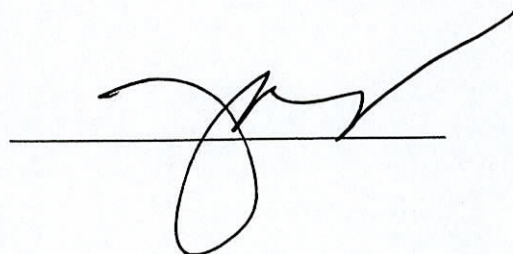

JESUSITO D. LEGASPI
General Manager

for:

J.D. LEGASPI CONSTRUCTION

WITNESSES:


ODETH A. VILLEGAS, CPA, MBA
Chief, Accounting Division



ACKNOWLEDGMENT

Republic of the Philippines)
_____QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in QUEZON CITY on
this 28 APR 2021, 2021 personally appeared:

	Government-Issued ID	Date/Place of Issue or Validity
Exec. Director Julius A. Lecciones	PCMC ID NO. 202- 090	Quezon City
Jesusito D. Legaspi	Passport No. EC7695810	DFA-Manila and valid until May 11, 2021

are known to me and to me known to be the same person who executed the foregoing Contract Agreement and they acknowledged to me that the same is their free and voluntary act and deed as well as of the entities they represent.

This Instrument consists of only four (4) pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

NOTARY PUBLIC

Doc. No. 252 ;
Page No. 51 ;
Book No. XVIII ;
Series of 2021.

ATTY. JAY T. TORRAMEO
 NOTARY PUBLIC
 FOR AND IN QUEZON CITY
 VALID UNTIL DEC 31, 2022
 ISP NO 132416 11-10-2020 FOR 2021-QUEZON CITY .
 PTR NO 0598901 01-04-2021 QUEZON CITY
 ROLL NO 49649/TIN NO 156-545-237
 ADMIN MATTER NO. NP 005 (2021-2022)
 ACLE COM NO VII-0002198 02-26-2020- VALID UNTIL 04-14-2025
 216 BR. POLICE CLEARANCE, QUEZON CITY HALL COMP. Q.C.

Three handwritten signatures are present at the bottom of the page, corresponding to the individuals mentioned in the acknowledgment.