

#### ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY BIDS AND AWARDS COMMITTEE

Tiwi, Barotac Nuevo, Iloilo | email: <a href="mailto:iscofmainbac@gmail.com">iscofmainbac@gmail.com</a> website: isufst.edu.ph | Contact No: (+63)9563964048





Iloilo State University of Fisheries Science and Technology

Reference Number: 10177826 Repair and Maintenance of New College of Fisheries and Aquatic Sciences Building ISUFST-Main Tiwi Site Tiwi, Barotac Nuevo, Iloilo

Standard Form Number: SF-GOOD-48

Revised on: May 24, 2004

## BAC Resolution Declaring LCRB and Recommending Approval RESOLUTION NO. 109-068, s. 2023

WHEREAS, the ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY - MAIN TIWI SITE advertised the Invitation to Apply for Eligibility and to Bid for the project titled "REPAIR AND MAINTENANCE OF NEW COLLEGE OF FISHERIES AND AQUATIC SCIENCES BUILDING" with the Approved Budget of the Contract in the amount of Two Million Nine Hundred Fifty-Two Thousand Five Hundred Forty-Four & 09/100 Pesos (Php2,952,544.09) the same in the Philippine Government Electronic Procurement System (PHILGEPS) continuously for 14 days;

WHEREAS, in response to the said advertisement, eight (8) prospective bidders purchased bid documents for the "REPAIR AND MAINTENANCE OF NEW COLLEGE OF FISHERIES AND AQUATIC SCIENCES BUILDING", during the opening of bids on October 24, 2023 at 10:15 o'clock in the morning. However, the bidders, A. Maquiling Construction & Supply, C Square Engineering, Construction & Services and HRD Builders & Supply withdrawn their bids while Giantwest Construction Corporation did not submit their bidding documents.

WHEREAS, the bidder found substantially complying be declared as the Lowest Calculated Responsive Bidder based on the findings on the documents presented, however, if found not complying after the post-qualification, the Bids and Awards Committee reserves its right to disqualify the bidder;

WHEREAS, the result of the bid proposals found to be substantially complying are the following contractor(s):

No.	Prospective Bidders	Bid Price	% Variance from ABC
1	DG SALAS CONSTRUCTION SERVICES	2,911,579.94	1.39%
2	MEG SITE BUILDERS	2,932,453.55	0.68%
3	QUATRO AMIGOS BUILDERS & SUPPLY	2,942,424.64	0.34%
4	VEONG CONSTRUCTION & SUPPLY	2,949,683.92	0.10%



#### ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY BIDS AND AWARDS COMMITTEE

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### BAC Resolution Declaring LCRB and Recommending Approval RESOLUTION NO. 109-068, s. 2023

WHEREAS, the detailed evaluation of bids conducted on November 10, 2023 at 10:00 in the morning resulted in the following:

No •	Name of Contractor	Amount of Bid (as Calculated)	% Variance from ABC	Remarks
1	DG SALAS CONSTRUCTION SERVICES	2,911,579.94	1.39%	2 <sup>ND</sup>
2	MEG SITE BUILDERS	2,907,699.81	1.52%	LCRB
3	QUATRO AMIGOS BUILDERS & SUPPLY	2,942,433.64	0.34%	3rd
4	VEONG CONSTRUCTION & SUPPLY	2,949,676.14	0.10%	4 <sup>th</sup>

WHEREAS, Bids and Awards Committee emailed a letter to MEG SITE BUILDERS informing them about the result of the Bid evaluation that there was a significant difference of Twenty-Four Thousand Seven Hundred Fifty-Three & 74/100 Pesos (P24,753.74) between amount as read and amount as calculated. However, the Bids and Awards Committee did not receive a response three days after the letter was emailed. Hence, they were declared non-responsive.

WHEREAS, upon careful examination, validation and verification of all eligibility, technical and financial requirements submitted by the Bidder as the Lowest Calculated Responsive Bidder, DG SALAS CONSTRUCTION SERVICES has been found to be responsive.

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED:

- a) To declare DG SALAS CONSTRUCTION SERVICES as the Lowest Calculated Responsive Bidder for the "REPAIR AND MAINTENANCE OF NEW COLLEGE OF FISHERIES AND AQUATIC SCIENCES BUILDING";
- To recommend for approval by the SUC President II, DR. NORDY D. SIASON, JR. of the Iloilo State University of Fisheries Science and Technology the foregoing findings;
- To recommend issuance of Notice of Award and Notice to Proceed to DG SALAS CONSTRUCTION SERVICES as the Lowest Calculated Responsive Bidder for the "REPAIR AND MAINTENANCE OF NEW COLLEGE OF FISHERIES AND AQUATIC SCIENCES BUILDING".



#### ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY

#### BIDS AND AWARDS COMMITTEE

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# BAC Resolution Declaring LCRB and Recommending Approval RESOLUTION NO. 109-068, s. 2023

RESOLVED, at the BAC Office of the Iloilo State University of Fisheries Science and Technology Main Tiwi Site, Tiwi, Barotac Nuevo, Iloilo this 13th day of November, 2023.

ROLINDO DEMO OS, JR., MFT

HANNAH B. DADIVAS Member PATRICK LANCE NACION
Member

SOL B. DENAMARCA, PhD. BAC Vice Chairman

LILIBETH B. PETRESCU, MBM BAC Chairman

Approved:

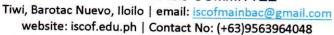
NORDY D SIASON JR., Ed. D., CESO VI

90C President II Date of Approval:



ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY

#### BIDS AND AWARDS COMMITTEE







Iloilo State University of Fisheries Science and Technology

Reference Number: 10177826
Repair and Maintenance of New
College of Fisheries and Aquatic
Sciences Building
ISUFST-Main Tiwi Site
Tiwi, Barotac Nuevo, Iloilo

Standard Form Number: SF-INFR-72 Revised on: August 11, 2004

#### NOTICE TO PROCEED

2 9 DEC 2023

DG SALAS CONSTRUCTION SERVICES Barotac Nuevo, Iloilo

Dear Sir/Madame:

The attached Contract Agreement having been approved, notice is hereby given to DG SALAS CONSTRUCTION SERVICES that work may proceed on the project: "REPAIR AND MAINTENANCE OF NEW COLLEGE OF FISHERIES AND AQUATIC SCIENCES BUILDING" seven (7) days after receipt of this notice.

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

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Iloilo State University of Fisheries science and Technology.

NORDY B. SIASON ,JR, EdD, CESO VI SUC President II

I acknowledge receipt of this Notice on

Jan 2, 2021

Name of the Representative of the Bidder:

MAR VITON PERONCE

Authorized Signature:

ypin.



#### ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY

#### **BIDS AND AWARDS COMMITTEE**

Tiwi, Barotac Nuevo, Iloilo | email: <a href="mailto:iscofmainbac@gmail.com">iscofmainbac@gmail.com</a> website: iscof.edu.ph | Contact No: (+63)9563964048



Iloilo State University of Fisheries Science and Technology

Reference Number: 10177826
Repair and Maintenance of New College of Fisheries and Aquatic Sciences Building ISUFST-Main Tiwi Site
Tiwi, Barotac Nuevo, Iloilo

Standard Form Number: SF-INFR-65 Revised on: August 11, 2004

#### NOTICE OF AWARD

November 14, 2023

DG SALAS CONSTRUCTION SERVICES Barotac Nuevo, Iloilo

Dear Sir/Madame:

We are happy to notify you that the DG SALAS CONSTRUCTION SERVICES is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at the Contract Price equivalent to Two Million Nine Hundred Eleven Thousand Five Hundred Seventy-Nine & 94/100 Pesos (Php2,911,579.94) only.

You are therefore required to provide the following within ten (10) days from the receipt of this Notice of Award, to wit;

- 1. This Notice with your signed "Conforme" thereon
- 2. The required Performance Security
- 3. Manpower schedule
- 4. Projects Organizational Chart
- 5. Construction Methods
- 6. Equipment Utilization Schedule
- 7. Construction safety and health program approved by the Department of Labor and Employment
- 8. PERT/CPM or other acceptable tools for project scheduling
- 9. Authority of the signing official
- 10. Bid Prices in the Bill Quantities
- 11. Detailed Estimate
- 12. Cash Flow and Payment Schedule
- 13. Certificate of the Site Inspection (Optional)
- 14. Supplementary PQ Statement per D.O. 88 of 1991

Failure to comply the above stated requirements shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.



# NNTB. DOLOR, EdD

# JOAN M. BELGA, PhDScEd Vice President for Academic Affairs

# CONTRACT AND AGREEMENT REPAIR AND MAINTENANCE OF NEW COLLEGE OF FISHERIES AND AQUATIC SCIENCES BUILDING

#### KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 28th day of November year 2023 at ISUFST, Tiwi Site, Tiwi, Barotac Nuevo, Iloilo.

The ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY represented by DR. NORDY D. SIASON, JR., SUC President II, with office address at Tiwi, Barotac Nuevo, Iloilo as the PARTY OF THE FIRST PART, hereinafter called the EMPLOYER duly authorized for this purpose.

The DG SALAS CONSTRUCTION SERVICES with the office address at Brgy. Ilaud Poblacion, Barotac Nuevo, Iloilo by DOROTEO G. SALAS, Owner, who has been authorized for this purpose as the PARTY OF THE SECOND PART hereinafter called the CONTRACTOR.

#### WITHNESSETH:

WHEREAS, as the EMPLOYER is desirous that the plan certain WORKS should be executed by the CONTRACTOR, viz: As per plan, specification and approved POW and has accepted the BID of the CONTRACTOR for the execution and completion of such WORKS and the remedying of any defects therein;

WHEREAS, the above mentioned project has been undertaken through Small Value Procurement;

WHEREAS, the total amount of award for completion of the WORKS is 2,911,579.94 (Two Million Nine Hundred Eleven Thousand Five Hundred Seventy-Nine & 94/100 Philippine Peso)

WHEREAS, THE WHOLE works in the PROJECT as covered by this CONTRACT shall be completed within 90 (Ninety) Calendar Days (CD) in accordance with the provisions of the Bid documents.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- That in this Contract Agreement, words and expressions shall never the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. The Bid Form accomplished and submitted by the Contractor including the following annexes:
    - i. Authority of the Signing Official
    - ii. Bid Prices in the Bill of Quantities
    - iii. Detailed Estimated
    - iv. Construction Schedule

- v. Construction Methods
- vi. Projects Organizational Chart
- vii. Manpower Schedule
- viii. Equipment Utilization Schedule
- ix. Cash Flow and Payment Schedule
- x. Certificate of the Site Inspection
- xi. Supplementary PQ Statement per D.O. 88 of 1991.
- b. Contract Agreement
- c. Conditions of Contract
- d. Drawing/Plans
- e. Invitation to Bid
- f. Specifications
- g. Instructions to Bidders
- h. Addenda
- i. Performance Bond
- j. Pre-qualification and Post Qualification Statements
- k. Certificate of Cash Deposit for Operating Expenses
- Notice of Award to Contractor and Constructor's Conforme thereto
- m. Contractor's All Risk Insurance
- n. Other pertinent documents as maybe required
- That in consideration of the Payments to be made by the EMPLOYER to the CONTRACTOR as hereinafter mentioned the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the WORKS and remedy any defects therein in all respects with the provisions of the CONTRACT.
- 4. The owner hereby covenants to pay the CONTACTOR in consideration of the prosecution, completion and maintenance of the project in the manner and at the time specified in its Bid Form for the following but not limited to the herein items of works.

The following items and quantities are included in the scope of works:

Item No.	Qty.	Unit	Articles and Description	Unit Cost	Total Cost
1.	1.00	lot	DEMOLITION, EXCAVATION, CHIPPING AND CLEARING	33,000.00	33,000.00
11.	6.00	cu.m.	CONCRETING WORKS	14,294.14	85,764.84
III.	10.00	sq.m.	MASONRY WORKS	1,309.00	13,090.00
IV.	1.00	lot	SCAFFOLDING WORKS	32,461.00	32,461.00
٧.	870.00	sq.m.	CEILING WORKS	628.87	547,116.90
VI.	665.00	sq.m.	TILING WORKS	949.04	631,111.60
VII.	1,600.00	sq.m.	PAINTING WORKS	199.65	319,440.00
VIII.	1.00	lot	ELECTRICAL WORKS	324,720.00	324,720.00
IX.	1.00	lot	FABRICATION AND INSTALLATION OF EXIT STAIRS	125,461.60	125,461.60

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				Total	P2,911,579.94
XVII.	1.00	lot	BILLBOARD	13,200.00	13,200.00
XVI.	1.00	lot	STAINLESS STEEL WORKS	80,575.00	80,575.00
XV.	1.00	lot	INSTALLATION OF STAINLESS LETTER	74,844.00	74,844.00
XIV.	40.00	sq.m.	INSTALLATION OF ALUMINUM COMPOSITE PANEL	5,405.40	216,216.00
XIII.	1.00	lot	STEELWORKS	97,295.00	97,295.00
XII.	1.00	lot	DOORS AND WINDOWS	198,972.40	198,972.40
XI.	1.00	lot	REPLACEMENT OF BATHROOM FIXTURES	60,720.00	60,720.00
X.	1.00	lot	FABRICATION AND INSTALLATION OF WHITEBOARD	57,591.60	57,591.60

JOHNWE, DOLOR, EdD Vice President for Administrative Affairs

The Implementing Rules and Regulations of R.A., P.D. 1759 other existing laws, decrees, executive and administrative orders, circulars, issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contracts adopted and approved by the Government, shall be made and formed as Integral Part of the Contact.

- 6. That this CONTRACT shall take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER a Performance Bond that is fully acceptable to the EMPLOYER in the form and amount Php 873,473.98 (Eight Hundred Seventy-Three Thousand Four Hundred Seventy-Three & 98/100) Pesos as required in the Instruction to Bidders:
  - a. Cash certified check, cashier check, manager check bank draft or irrevocable letter of credit five percent (5%)
  - b. Bank guarantee te percent (10%)
  - c. Surety Bond thirty percent (30%)
- 7. In case the CONTRACTOR refuse or fails to satisfy complete the work within the specified contract time. Plus any time extension duly granted and hereby in default under the CONTRACTOR shall pay the GOVERNMENT for liquidated damages, and not by way of penalty, an amount to be determined for each calendar day of delay, until the work is completed and accepted or take over by the Government.
- 8. In case the CONTRACTOR lags, behind schedule in his work and incurs 15% or more negative slippage, based on his approved by PERT/CPM, SUC President II of the ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY may at his discretion, terminate or rescind the contract pursuant to existing laws. Rules and regulations.

JOAN M. BENGS PhDScEd
Vice President for Academic Affairs

NORDY D. SIASON, QR., EdD, CESO VI

TLD = VUUP x [(1+OCC n-1]) x K VUUP = TCP - VCUP

#### Where:

- TLD= Total Liquidated Damages, in Pesos
- VUUP = Value of the Uncompleted and Usable Portions of the Contract work, as of the expiry date of the contract, in Pesos
- TCP = Total Contract Price, in Pesos
- VCUP = Value of the Completed and Usable Portions of the Contract work, as of the expiry date of the contract, in Pesos
- OCC = Prevailing Opportunity Cost of Capital for Government Projects set by the NEDA which is currently pegged at 15%
- n = Total number of years that the contract is delayed are the expiry date of the contract
- K = Adjustment factor to cover additional losses
  - $= 1+C+(1 \times n)$

#### Where:

- C = Cost of construction supervision as a percentage not exceeding 10% of the construction cost
- i = annual inflation rate
- The CONTRACTOR comply with, and strictly observed, all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of labors and other labor laws as Ministry Order No. 0\9 series of 1981.
- 10. The CONTRACT warrants that he has not given nor promised to give any money or gift to any employee of the EMPLOYER ( or any Philippine Government Instrumentality) to secure this CONTRACT).
- 11. THE Joint Guidelines on Change Orders, Extra Works Orders, ect. As provided under the pertinent provision of the implementing Rules and Guidelines of R.A. 9184 are herby incorporated as part of the CONTRACT.
- 12. Within a period of 12 (twelve) months after completion and final acceptance of the PROJECT, the CONTRACTOR shall remain liable for any damaged or defect discovered on the works due to faulty construction or the use of materials of inferior quality of violation of terms of the CONTRACT.
- 13. If any dispute or difference of any kind whatsoever arises between the EMPLOYER or the ENGINEER and the CONTRACTOR in the



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connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by, the ENGINEER is not satisfactory either to the EMPLOYER or the CONTRACTOR, such dispute may be submitted, and settled of the Construction Industry Arbitration Commission (CIAC) created by the Executive Order 1088.

14. This agreement becomes biding and valid upon approval by the proper authorities.

IN WITNESS WHEREOF, the parties hereto set their respective hands of on the day, month and year first above written.

ILOILO STATE UNIVERSITY OF **FISHERIES SCIENCE AND TECHNOLOGY** 

RTY OF THE FIRST PART)

DG SALAS CONSTRUCTION SERVICES

BY:

(PARTY OF THE SECOND PART)

BY:

NORDY D. SIASON JR., EdD, CESO VI SUC President II

DOROTEO G. SALAS Owner

Signed in the presence of:

JOAN M. BE Vice President

JOAN M. BE **PhDScEd** Vice President for Academic Affairs

Witness

JOHNNY B. DOLOR, EdD Vice President for Administrative Affairs Witness

R, EdD, CESO VI NORDY D. SIASON, J SUC President II

MAN	ROTEO G. SALAS	ner DG Salas Construction	Vices
	DORO	Owner,	Service

REPUBLIC OF THE PHILIPPINES	
CITY OF ILOILO	)S.S
X	X

#### **ACKNOWLEGEMENT**

BEFORE ME, a Notary Public for and in the above jurisdiction, this

Personally appeared the following persons presenting and exhibiting their respective identifications (IDs) bearing their respective photos and specimen signature as indicated below:

NAMES	TYPES OF IDENTIFICATION	ID No.	PLACE OF ISSUE	DATE	OF
DR.NORDY D.SIASON, JR.		*			
DOROTEO G. SALAS					

Know to me and to known the same persons who executed the foregoing Agreement with which they acknowledge before me to be their free, voluntary act and deed consisting of 6 (six) pages including the page on which this Acknowledgement is written, signed by the Parties and their instrumental witnesses and every page hereof and sealed with my notarial seal.

IN WITNESS WHERE OF, I have hereunto set my hand and seal on the date and place first above written.

Doc No.: 18 Book No.: 35 Page No.: 4 Series of 2024

NOTARY PUBLIC CITY AND PROVINCE OF ILOILO Notarial Comm. Reg. No. 9, January 18, 2023 Until December 31. 2024 Roll of Attorneys No. 80590 IBP No. 388163; 1/2/2024 - Pasig City PTR No. 8338729; 1/2/2024 - Iloilo City

PTR No. 8338729; 1/2/2024 - Iloilo City MCLE Compliance; Admitted to the Bar May 20, 2022 FMB Building, 7th Street, Lawa-an Village, Balantang, Jaro, Iloilo City

JOAN M. HELGE, PhDScEd Vice Presidentfor Academic Affairs

> NORDY D. SIASON, JR., Edb, CESO VI SUC President II

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