BAC-08-09/23-00



### Republic of the Philippines

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

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

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



Iloilo State University of Fisheries Science and Technology

Reference Number:10203402 REPAIR AND MAINTENANCE OF COLLEGE OF MANAGEMENT BUILDING (SAVINGS) 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. 096 -105 s. 2023

WHEREAS, the ILOILO STATE COLLEGE OF FISHERIES - MAIN TIWI CAMPUS advertised the Invitation to Apply for Eligibility and to Bid for the project titled "REPAIR AND MAINTENANCE OF COLLEGE OF MANAGEMENT BUILDING (SAVINGS)" with the Approved Budget of the Contract in the amount of Eight Hundred Thirty-Five Thousand Five Hundred Seventy-Four Pesos & 01/100 (Php835,574.01) the same in the Philippine Government Electronic Procurement System (PHILGEPS) continuously for 3 days;

WHEREAS, in response to the said sending of RFQs, advertisement, and posting, Three (3) prospective bidders submitted the Request for Quotation for "REPAIR AND MAINTENANCE OF COLLEGE OF MANAGEMENT BUILDING (SAVINGS)", during the opening of bids on October 10, 2023 at 10:15 o'clock in the morning.

WHEREAS, the bidder found substantially complying be declared as the Lowest Calculated Responsive Bidder based on the findings on the documents submitted and found complying after the post-qualification;

WHEREAS, the result of the bid proposals found to be substantially complying are the following supplier:

Name of Supplier	Bid Amount as Read	Bid Amount as Calculated	% Variance from ABC	Remarks
C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY	P623,750.00	P623,750.00	25.35%	1 <sup>ST</sup> , LCRB
DG SALAS CONSTRUCTION SERVICES	P764,561.80	P764,561.80	8.49%	2 <sup>ND</sup>
A. MAQUILING CONSTRUCTION		•		Non-Responsive (Non submission of RFQ
DRITZ CONSTRUCTION AND SUPPLY	-			Non-Responsive (Non submission of RFQ



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# BAC Resolution Declaring LCRB and Recommending Approval RESOLUTION NO. 096-104 s. 2023

WHEREAS, upon careful examination, validation and verification of all eligibility, technical and financial requirements submitted by the Bidder as the Lowest Calculated Responsive Bidder, C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY and 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 C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY as the Lowest Calculated Responsive Bidder for the "REPAIR AND MAINTENANCE OF COLLEGE OF MANAGEMENT BUILDING (SAVINGS)".
- b) To recommend for approval by the SUC President II, DR. NORDY D. SIASON, JR. of the Iloilo State of Fisheries System the foregoing findings;
- c) To recommend issuance of Notice of Award and Notice to Proceed to C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY as the Lowest Calculated Responsive Bidder for the "REPAIR AND MAINTENANCE OF COLLEGE OF MANAGEMENT BUILDING (SAVINGS)".

RESOLVED, at the BAC Office of the Iloilo State	College of Fisheries-Main Tiwi Campus, Tiwi
Barotac Nuevo, Ilollo this 10 <sup>th</sup> day of October, 2023.	
ROLINDO B. DEMO-OS, JR., MFT	PATRICK LANCE L. NACION
Member	Member

HANNAM BY DADIVAS
Member

SOL B. DENAMARCA, MILE
BAC Vice Chairman

LILIBETH BA PETRESCU, MBM BAC ChairmanApproved:

NORDY D. SIASON,	JR., EdD., CESO VI
SUC President II	
Date of Approval:	



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Iloilo State University of Fisheries Science and Technology

Reference Number: 10203402 REPAIR AND MAINTENANCE OF COLLEGE OF MANAGEMENT BUILDING (SAVINGS) ISUFST-Main Tiwi Site Tiwi, Barotac Nuevo, Iloilo

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

NOTICE OF AWARD

October 11, 2023

C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY Leon, Iloilo

Dear Sir/Madame:

We are happy to notify you that the REPAIR AND MAINTENANCE OF COLLEGE OF MANAGEMENT BUILDING (SAVINGS) is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at the Contract Price equivalent to Six Hundred Twenty Three Thousand Seven Hundred Fifty Pesos (Php623,750.00) 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
- 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.

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

C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY

Date: 10/11/23



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Iloilo State University of Fisheries Science and Technology

Reference Number:10203402 REPAIR AND MAINTENANCE OF COLLEGE OF MANAGEMENT BUILDING (SAVINGS) ISUFST-Main Tiwi Site Tiwi, Barotac Nuevo, Iloilo

Standard Form Number: SF-GOOD-49 Revised on: May 24, 2004

# NOTICE TO PROCEED

October 12, 2023

C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY Leon, Iloilo

Dear Sir/Madame:

The attached Purchase Order having been approved, this notice is hereby given to C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY for the delivery of "REPAIR AND MAINTENANCE OF COLLEGE OF MANAGEMENT BUILDING (SAVINGS)". You may proceed to Iloilo State University of Fisheries Science and Technology, Main-Tiwi Site, Tiwi, Barotac Nuevo, Iloilo upon receipt of this notice.

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 loilo State University of Fisheries Science and Technology, Main-Tiwi Site.

Very truly yours,

NORDY D. STASON , JR., EdD., CESO VI

SUC President II

I acknowledge receipt of this Notice on

000BEN 17,2023

Name of the Representative of the Bidder: \_ FLORENTINA

CABAWGISAN

**Authorized Signature:** 

Myn

CONTRACT AND AGREEMENT FOR THE REPAIR AND MAINTENANCE COLLEGE OF MANAGEME **BULDING (SAVINGS)** 

#### KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 11th day of ectober 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.

SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY with the office address at Brgy. Talacuan , Leon, Iloilo by FLORENTINA CABANGISAN, 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 P623,750.00(Six Hundred Twenty-Three Thousand Seven Hundred Fifty Philippine Peso)

WHEREAS, THE WHOLE works in the PROJECT as covered by this CONTRACT shall be completed within 45 (Forty-Five) 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

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Construction and Supply

JOHNNY B. ROLOR, EdD ce President for Administrative Affairs 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

. Pre-qualification and Post Qualification Statements

Certificate of Cash Deposit for Operating Expenses

1. 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	lot	Removal of Existing Roofing and Hauling of Debris	25,000.00	25,000.00
2	1	lot	Scaffolding works	25,000.00	25,000.00
3	725	LM	Prepainted Metal Roofing Installation	550.00	398,750.00
4	50	sqm	Tiling Works	1,000.00	50,000.00
5	300	sqm	Painting Works	200.00	60,000.00
6	1	lot	Installation of Bathroom Fixtures & Mirror	25,000.00	25,000.00
7	1	lot	Replacement of Existing Water Pump	15,000.00	15,000.00

JOAN M. BELGA, PhDScEd Vice President fof Academic Affairs

> NORDY D. SIASON, JR., EdD, C SUC President II

8	1	lot	Clearing of Tiles	10,000.00	10,000.00
9	1	lot	Installation of Panel Door	15,000.00	15,000.00
				Total	P623,750.00

5. 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.

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 187,125.00 (One Hundred Eighty-Seven Thousand One Hundred Twenty-Five ) 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.

# 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

- 9. 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 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.

FLORENTINA P. CABANGISAN Owner, C Square Engineering, Construction and Supply

diffinistrative Affairs OCOR, EdD Vice President for

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

READ, CESO VI NORDY D. SIASON, J SUC President II 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**

(PARTY OF THE FIRST PART)

C SQUARE ENGINEERING, **CONSTRUCTION AND SUPPLY** 

(PARTY OF THE SECOND PART)

BY:

ORDY D. SIASON JR., EdD, CESO VI

President II

BY:

FLORENTIN P. CABANGISAN

Owner

Signed in the presence of:

JOAN M. BELGA, PhDScEd

Vice President for Academic Witness

**Affairs** 

JOHNNY B. DOLOR,

Vice President for Administrative Affairs

Witness

FLORENTÍNÁ P. CABANGISAN Owner, C Square Engineering, Construction and Supply

> dministrative Affairs Vice President for

Vice President for Academic Affairs JOAN M. BELGALPhDScEd

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

REPUBLIC OF THE PHILIPPINES	
CITY OF ILOILO	)5.5
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 ISSUE	OF
DR.NORDY D.SIASON, JR.					
FLORENTINA P. CABANGISAN					

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.: 2/ Book No.: 04 Page No .: 1

Series of 2023.

ATTY. LUZERMINDO A. CALMORIN NOTARY PUBLIC

ROLL NO. 29514 5-15-19 PTR NO. 8083531 01-03-23 IBP NO. 270295 01-05-23 TIN NO. 128-157-766 MCLE COMP. NO. V-0028120 DATE OF COMMISSION 01/2023 TO 12/2024 CITY AND PROVINCE OF ILOILO

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