



Iloilo State University of Fisheries Science and Technology

Reference Number: 10304745
**CONSTRUCTION OF WOMENS DORMITORY
 PHASE III (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. 137 - 121s. 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 **"CONSTRUCTION OF WOMENS DORMITORY PHASE III (SAVINGS)"** with the Approved Budget of the Contract in the amount of Six Hundred Fifty-Nine Thousand Three Hundred Thirteen Pesos & 17/100 (Php659,313.17) 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, four (4) prospective bidders submitted the Request for Quotation for **"CONSTRUCTION OF WOMENS DORMITORY PHASE III (SAVINGS)"**, during the opening of bids on November 15, 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
DG SALAS CONSTRUCTION SERVICES	P507,660.00	P517,660.00	23%	1 ST , LCRB
C SQUARE ENGINEERING, CONSTRUCTION & SUPPLY	P520,000.00	P520,000.00	21.13%	2 ND
GGMU CONSTRUCTION AND SUPPLY	P628,248.36	P628,248.80	4.71%	3 RD
JECC CONSTRUCTION AND SUPPLY	P494,485.00	P494,485.00	-	NON-RESPONSIVE (No other pertinent documents submitted aside from RFQ)



BAC Resolution Declaring LCRB and Recommending Approval
RESOLUTION NO. 137-121, 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, **DG SALAS CONSTRUCTION SERVICES** and has been found to be responsive. Only JECC Construction and Supply was declared non-responsive due to no other pertinent documents submitted aside from RFQ.

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 **“CONSTRUCTION OF WOMENS DORMITORY PHASE III (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 **DG SALAS CONSTRUCTION SERVICES** as the Lowest Calculated Responsive Bidder for the **“CONSTRUCTION OF WOMENS DORMITORY PHASE III (SAVINGS)”**.

RESOLVED, at the BAC Office of the Iloilo State College of Fisheries-Main Tiwi Campus, Tiwi, Barotac Nuevo, Iloilo this 16th day of November, 2023.

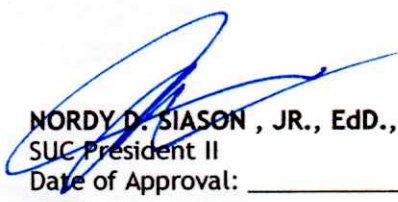

ROLINDO B. DEMAGOS, JR., MFT
Member


PATRICK LANCE L. NACION
Member


HANNAH B. DADIVAS
Member


SOL B. DENAMARCA, PhD.
BAC Vice Chairman


LILIBETH B. PETRESCU, MBM
BAC Chairman Approved:


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



Republic of the Philippines
ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY
BIDS AND AWARDS COMMITTEE
 Tiwi, Barotac Nuevo, Iloilo | email: iscofmainbac@gmail.com
 website: isufst.edu.ph | Contact No: (+63)9563964048



Iloilo State University of Fisheries Science and Technology

Reference Number: 10304745
**CONSTRUCTION OF WOMENS DORMITORY
 PHASE III (SAVINGS)**
 ISUFST-Main Tiwi Site
 Tiwi, Barotac Nuevo, Iloilo

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

NOTICE OF AWARD

November 17, 2023

DG SALAS CONSTRUCTION SERVICES

2F Public Market, Ilaud Poblacion
 Barotac Nuevo, Iloilo

Dear Sir/Madame:

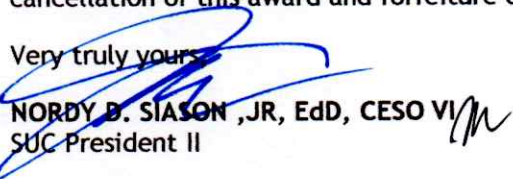
We are happy to notify you that the **CONSTRUCTION OF WOMENS DORMITORY PHASE III (SAVINGS)** is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at the Contract Price equivalent to **Five Hundred Seven Thousand Six Hundred Sixty Pesos (Php507,660.00)** only.

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
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

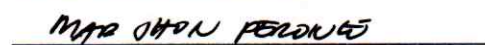
Failure to comply the above stated requirements shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


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

Conforme:





Date: 11-21-2023

BAC-07-09/23-00



Republic of the Philippines
ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY
BIDS AND AWARDS COMMITTEE
Tiwi, Barotac Nuevo, Iloilo | email: isconfmainbac@gmail.com
website: isufst.edu.ph | Contact No: (+63)9563964048



Iloilo State University of Fisheries Science and Technology

Reference Number: 10304745
CONSTRUCTION OF WOMENS DORMITORY
PHASE III (SAVINGS)
ISUFST-Main Tiwi Site
Tiwi, Barotac Nuevo, Iloilo

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

NOTICE TO PROCEED

November 20, 2023

DG SALAS CONSTRUCTION SERVICES
Barotac Nuevo, Iloilo

Dear Sir/Madame:

The attached Purchase Order having been approved, this notice is hereby given to **DG SALAS CONSTRUCTION SERVICES** for the delivery of “**CONSTRUCTION OF WOMENS DORMITORY PHASE III (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 Iloilo State University of Fisheries Science and Technology, Main-Tiwi Site.

Very truly yours,


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

I acknowledge receipt of this Notice on

11/23/2023

Name of the Representative of the Bidder:

MAR JHAN PERONDE

Authorized Signature:



**CONTRACT AND AGREEMENT
FOR THE CONSTRUCTION OF WOMENS DORMITORY PHASE III
(SAVINGS)**

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 17th 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**.

WITNESSETH:

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 **P507,660.00 (Five Hundred Seven Thousand Six Hundred Sixty 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:

1. 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


DOROTEO G. SALAS
Owner, DG Salas Construction Services


JOHNNY B. DONOR, EdD
Vice President for Administrative Affairs


JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs


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

DOROTEO G. SALAS
 Owner, DGS Salas Construction Services

JOHNNIE B. DOLOR, EdD
 Vice President for Administrative Affairs

JOAN M. BELGA, PhDScEd
 Vice President for Academic Affairs

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

- 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
- l. Notice of Award to Contractor and Constructor's Conformance thereto
- m. Contractor's All Risk Insurance
- n. Other pertinent documents as maybe required

3. 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 CONTRACTOR 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	30	sq.m.	Waterproofing Works	4,860.00	145,800
2	130	sq.m.	Tiling Works	1,392.00	180,960.00
3	1	lot	Installation of Bathroom Fixtures	180,900.00	180,900.00
			Total		P507,660.00

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 Contract.


DOROTHEO G. SALAS
Owner, D/G Salas Construction
Services


JOHNNY B. DOLOR, EdD
Vice President for Administrative Affairs


JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs


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

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 152,298.00 (One Hundred Fifty-Two Thousand Two Hundred Ninety-Eight) 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 - ten 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.

$$\begin{aligned} \text{TLD} &= \text{VUUP} \times [(1 + \text{OCC} \times n - 1)] \times K \\ \text{VUUP} &= \text{TCP} - \text{VCUP} \end{aligned}$$

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
= $1 + C + (I \times n)$


DOROTHEA G. SALAS
Owner, DC/Salas Construction
Services


JOHNNY B. DOLOR, EdD
Vice President for Administrative Affairs


JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs


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

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.

DOROTE G. SALAS
Owner, DG Salas Construction
Services

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**

**DG SALAS CONSTRUCTION
SERVICES**

(PARTY OF THE FIRST PART)

(PARTY OF THE SECOND PART)

JOHNNY B. DOLOR, EdD
Vice President for Administrative Affairs

BY:

BY:

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

DOROTE G. SALAS
Owner

Signed in the presence of:

JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs

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

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

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


DOROTEO G. SALAS
Owner/DG Salas Construction Services

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


JOHNNY B. DOLOR, EdD
Vice President for Administrative Affairs

ACKNOWLEDGEMENT

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 ISSUE
DR. NORDY D. SIASON, JR.				
DOROTEO G. SALAS				


JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs

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.: 204
Book No.: 43
Page No.: 26
Series of 2023.


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


ATTY. LUZERMINDO A. CALMORIN
NOTARY PUBLIC
ROLL NO. 29514 5-15-79
PTR NO. 8083531 01-03-23
IBP NO. 270296 01-05-23
TIN NO. 126-157-766
MCLE COMP. NO. V-0028120
DATE OF COMMISSION 03-02-23 TO 12-30-24
REG NO. 169
CITY AND PROVINCE OF ILOILO