



Iloilo State University of Fisheries Science and Technology

Reference Number: 10030300

Construction of Hostel (Phase 2)

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. 065-091, 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 "CONSTRUCTION OF HOSTEL (PHASE 2)" with the Approved Budget of the Contract in the amount of One Million Nine Hundred Forty-Five Thousand Four Hundred Fifty & 36/100 Pesos (Php1,945,450.36) the same in the Philippine Government Electronic Procurement System (PHILGEPS) continuously for 14 days;

WHEREAS, in response to the said advertisement, four (4) prospective bidders purchased bid documents for the "CONSTRUCTION OF HOSTEL (PHASE 2)", during the opening of bids on August 25, 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 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 | P1,386,119.00 | 28.75 % |
| 2 | C-SQUARE ENGINEERING, CONSTRUCTION & SERVICES | P1,454,167.90 | 25.25 % |
| 3 | A. MAQUILING CONSTRUCTION & SUPPLY | P1,576,815.70 | 18.94 % |
| 4 | GIANTWEST CONSTRUCTION CORPORATION | P1,612,251.89 | 17.12% |



BAC Resolution Declaring LCRB and Recommending Approval
RESOLUTION NO. 065-091, s. 2023

WHEREAS, the detailed evaluation of bids conducted on August 31, 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 | P1,386,119.00 | 28.75% | LCRB |
| 2 | C-SQUARE ENGINEERING, CONSTRUCTION & SERVICES | P1,454,167.40 | 25.25% | 2 ND |
| 3 | A. MAQUILING CONSTRUCTION & SUPPLY | P1,576,815.70 | 18.94% | 3 RD |
| 4 | GIANTWEST CONSTRUCTION CORPORATION | P1,612,252.18 | 17.12% | 4 TH |

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;

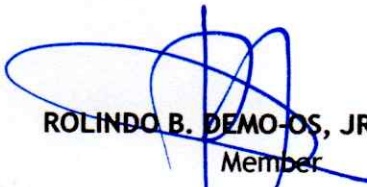
NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby **RESOLVE** as it is hereby **RESOLVED**:

- a) To declare **DG SALAS CONSTRUCTION SERVICES** as the Lowest Calculated Responsive Bidder for the “**CONSTRUCTION OF HOSTEL (PHASE 2)**”;
- b) 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;
- 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 HOSTEL (PHASE 2)**”.



BAC Resolution Declaring LCRB and Recommending Approval
RESOLUTION NO. 065-091, 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 6th day of September, 2023.

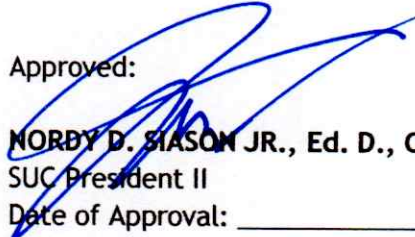

ROLINDO B. DEMO-OS, JR., MFT
Member


PATRICK LANCE NACION
Member


HANNAH B. DATIVAS
Member


SOL B. DENAMARCA, MILE
BAC Vice Chairman


LILIBETH B. PETRESCU, MBM
BAC Chairman

Approved:

NORBY D. SISON JR., Ed. D., CESO VI
SUC President II
Date of Approval: _____

BAC-06-09/23-00



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: iscof.edu.ph | Contact No: (+63)9563964048



Iloilo State University of Fisheries Science and Technology

Reference Number: 10030300
Construction of Hostel (Phase 2)
ISUFST-Main Tiwi Campus
Tiwi, Barotac Nuevo, Iloilo

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

NOTICE OF AWARD

September 8, 2023

DG SALAS CONSTRUCTION SERVICES
2/F Barotac Nuevo Public Market
Brgy. Ilaud Poblacion, Barotac Nuevo, Iloilo

Dear Sir/Madame:

We are happy to notify you that the **CONSTRUCTION OF HOSTEL (PHASE 2)** is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at the Contract Price equivalent to **One Million Three Hundred Eighty-Six Thousand One hundred Nineteen Pesos (Php1,386,119.00)** 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,


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

Conforme:


DG SALAS CONSTRUCTION SERVICES

Date: Sept. 8, 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: isconf.edu.ph | Contact No: (+63)9563964048



Iloilo State University of Fisheries Science and Technology

Reference Number: 10030300
Construction of Hostel (Phase 2)
ISUFST-Main Tiwi Campus
Tiwi, Barotac Nuevo, Iloilo

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

NOTICE TO PROCEED

September 12, 2023

DG SALAS CONSTRUCTION SERVICES
2/F Barotac Nuevo Public Market
Brgy. Ilaud Poblacion, 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: **"CONSTRUCTION OF HOSTEL (PHASE 2)"** 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 College of Fisheries.

Very truly yours,


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

I acknowledge receipt of this Notice on Sept. 18, 2023

Name of the Representative of the Bidder: MARVIN PORTANCO

Authorized Signature: 

**CONTRACT AND AGREEMENT
FOR THE CONSTRUCTION OF HOSTEL (PHASE 1)**



KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 11th day of September year 2023 at ISCOF, Tiwi, Barotac Nuevo, Iloilo.

The ILOILO STATE COLLEGE OF FISHERIES 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.

and

DG SALAS CONSTRUCTION SERVICES with the office address at #83 2/F Public Market, Ilaud Poblacion, Barotac Nuevo, Iloilo by **DOROTEO G. SALAS** Owner/Managing Officer, 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 Public Bidding;

WHEREAS, the total amount of award for completion of the **WORKS** is **P1,386,119.00 (One Million Three Hundred Eighty Six Thousand One hundred Nineteen) Philippine Peso**.

WHEREAS, THE **WHOLE** works in the **PROJECT** as covered by this **CONTRACT** shall be completed within **75 (Seventy-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
 - v. Construction Methods
 - vi. Projects Organizational Chart


DOROTEO G. SALAS
Authorized Managing Officer


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


DOROTEO G. SALAS
Authorized Managing Officer


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

- 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 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 and Hauling of Existing Tiles and Granite | 38,304.00 | 38,304.00 |
| 2 | 1 | Lot | Excavation Works | 33,600.00 | 33,600.00 |
| 3 | 1 | cu.m. | Concrete Works | 30,334.08 | 30,334.08 |
| 4 | 110 | sq.m. | Tiling Works | 1,184.76 | 130,323.60 |
| 5 | 5 | sq.m. | Installation of PVC Fluted Panel | 1,456.00 | 7,280.00 |
| 6 | 13 | sq.m. | Installation of Wooden Steps and Handrails for Main Stairs | 5,096.00 | 66,248.00 |

DOROTEO G. SALAS
Authorized Managing Officer

JOHNNY B. DOLOR, EdD
Vice President for Administrative Affairs

JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs

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

| Item No. | Qty. | Unit | Articles and Description | Unit Cost | Total Cost |
|----------|-------|-------|--|------------|--------------|
| 7 | 1 | lot | Electrical Works | 58,240.00 | 58,240.00 |
| 8 | 1 | lot | Installation of Tempered Glass for Railings and Beveled Mirror | 97,543.04 | 97,543.04 |
| 9 | 1,230 | sq.m. | Painting Works | 186.63 | 229,554.90 |
| 10 | 25 | sq.m. | Painting Works (Auto Finish) | 519.82 | 12,995.50 |
| 11 | 13 | sq.m. | Painting Works (Stained Finish) | 594.12 | 7,723.56 |
| 12 | 1 | lot | Stainless Steel Works | 43,680.00 | 43,680.00 |
| 13 | 1 | lot | Steel Works | 306,712.00 | 306,712.00 |
| 14 | 1 | lot | Installation of Overhead Stainless Water Tank and Water Pump | 186,368.00 | 186,368.00 |
| 15 | 1 | lot | Drilled Water System | 22,400.00 | 22,400.00 |
| 16 | 1 | lot | Replacement of Doorknobs and Locksets and Frosted Sticker | 14,560.00 | 14,560.00 |
| 17 | 1 | lot | Installation of Stainless Logo with Backlight | 30,576.00 | 30,576.00 |
| 18 | 1 | lot | Installation of Quartz on Lobby Counter | 7,280.00 | 7,280.00 |
| 19 | .5 | cu.m. | Installation of Drainage Cover | 31,832.64 | 15,916.32 |
| 20 | 1 | lot | 3 Seater Sofa with Side Table | 39,200.00 | 39,200.00 |
| 21 | 1 | lot | Billboard | 7,280.00 | 7,280.00 |
| | | | TOTAL | | 1,386,119.00 |

- 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 415,835.70 (Four Hundred Fifteen Thousand Eight Hundred Thirty-Five & 70/100) Pesos as required in the Instruction to Bidders:


DOROTEO G. SALAS
Authorized Managing Officer


JOHNNY B. BODOR, EdD
Vice President for Administrative Affairs


JOAN M. BELIGA, PhDScEd
Vice President for Academic Affairs


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

- a. Cash certified check, cashier check, manager check bank draft or irrevocable letter of credit - five percent (5%)
- b. Bank guarantee - the 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 COLLEGE OF FSHERIES may at his discretion, terminate or rescind the contract pursuant to existing laws. Rules and regulations.

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

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

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 hereby 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.

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

ILOILO STATE COLLEGE OF FISHERIES

(PARTY OF THE FIRST PART)

DG SALAS CONSTRUCTION SERVICES

(PARTY OF THE SECOND PART)

BY:

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

BY:

DOROTEO G. SALAS
Owner/Managing Officer

Signed in the presence of.

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

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

DOROTEO G. SALAS
Authorized Managing Officer

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

DOROTEO G. SALAS
Authorized Managing Officer

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

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. Nurdy 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.: 186
Book No.: 39
Page No.: 18
Series of 2023.

NOTARY PUBLIC
ATTY. LUZERMINDO A. CALVARO
ROLL NO. 295175-15-79
PTR NO. 8083531 01-03-23
IBP NO. 270296 01-05-23
TIN NO. 126-157-766
NOTARY PUBLIC COMMISSION 01/2023 TO 12/2029
CITY AND PROVINCE OF ILOILO

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