



NOTICE OF AWARD

October 6, 2023

MERLINDA E. GUARDE
MEGS SITE BUILDERS
Owner
Brgy. Balabag, Pavia, Iloilo

Dear Ma'am:

We are happy to notify that your Bid dated September 25, 2023 for execution of Megs Site Builders for the Additional Works Out of Savings for Repair and Maintenance of University Facility (President's & Vice Presidents' Office Renovation) (RFQ2023-09-38/Ref. No. 10155995) with a Contract Price amounting to THREE HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-SIX PESOS AND 9/100 (Php 384,856.09), is hereby accepted.

You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the security.

Very truly yours,


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

Conforme:


MERLINDA E. GUARDE
Representative, MEGS SITE BUILDERS

Date: 06 OCT 2023



Republic of the Philippines
ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY
THE OFFICE OF BIDS AND AWARDS COMMITTEE

Ilaya Poblacion, Barotac Nuevo, Iloilo | email: iscofbcampusbac@gmail.com
website: iscof.edu.ph | Contact No: +63-908-254-2324



Iloilo State University of Fisheries Science and
Technology Main Poblacion Site
Revised on: August 11, 2004

Reference Number: 10155995
Repair and Maintenance of University
Facility (President's & Vice Presidents'
Office Renovation)

NOTICE TO PROCEED

October 13, 2023

MERLINDA E. GUARDE
MEGS SITE BUILDERS
Owner
Brgy. Balabag, Pavia, Iloilo


Dear Ma'am:

The attached Contract Agreement/ Purchase Order having been approved, notice is hereby given to MEGS SITE BUILDERS, that the Repair and Maintenance of University Facility (President's & Vice Presidents' Office Renovation) may proceed to Iloilo State University of Fisheries Science and Technology Main Poblacion Site, J.T. Bretaña St., Barotac Nuevo, Iloilo with (Solicitation No. RFQ2023-09-38/Ref. No. 10155995) upon receipt of this notice.

You are hereby 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 Iloilo State University of Fisheries Science and Technology Main Poblacion Site

Very truly yours,


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

Conforme:


MERLINDA E. GUARDE
Representative, MEGS SITE BUILDERS

Date: 24 OCT 2023



BAC Resolution Declaring LCRB and Recommending Approval for Notice of Award on Additional Works Out of Savings for Repair and Maintenance of University Facility (President's & Vice Presidents' Office Renovation)

RESOLUTION NO. 10-81 s. 2023

Whereas, the Iloilo State University of Fisheries Science and Technology Main Poblacion Site advertised the Invitation to Apply for Eligibility to Bid for the Additional Works Out of Savings for Repair and Maintenance of University Facility (President's & Vice Presidents' Office Renovation) with the ABC of Php 390,000.00 and posted it in Philgeps with Solicitation No. RFQ2023-09-38/Ref. No. 10155995 and ISUFST Main Poblacion Site Bulletin for 3 days;

Whereas, in response to the said advertisement, three (3) bidders submitted the application for eligibility to bid and was found eligible and passed the preliminary examination of bids on September 25, 2023 @ 8:00 a.m.;

Name of Bidder	Bid Amount as Read	% Variance from ABC
MEGS Site Builders	Php 384,856.09	1.32%
QM Florete Construction and Supply	Php 386,732.30	1.32%
GGMU Construction and Supply	Php 388,537.20	0.37%

Whereas, on September 27, 2023 @ 8:00 a.m. the Evaluation of Bids are as follows:

Name of Bidder	Bid Amount as Read	% Variance from ABC
MEGS Site Builders	Php 384,856.09	1.32%
QM Florete Construction and Supply	Php 386,732.30	1.32%
GGMU Construction and Supply	Php 388,537.20	0.37%

Whereas, on October 2, 2023 @ 8:00 a.m. upon careful examination, validation and verification of all the technical and financial requirements submitted by the bidder with the Lowest - Calculated Bid, MEGS Site Builders has been found responsive;

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

- To declare **MEGS Site Builders** as the Lowest-Calculated and Responsive Bidder.
- To recommend approval for Notice of Award on Additional Works Out of Savings for Repair and Maintenance of University Facility (President's & Vice Presidents' Office Renovation)

RESOLVED, at the BAC Office, Iloilo State University of Fisheries Science and Technology, 4th day of October 2023.

RUBY F. PERASOL – on travel
BAC Chairman

RODEL D. DOSANO
BAC Member

JOSE S. ARICAYA – on travel
BAC Member

RENANTE A. DIAMANTE
BAC Member

FLOCERPETA H. BELAONG
BAC Member

ANNELYN J. DEASIS
BAC Member

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

SUC President II

Approved on: Oct. 4, 2023



CONTRACT AND AGREEMENT
Additional Works Out of Savings for Repair and Maintenance of
University Facility (President's & Vice Presidents' Office
Renovation)

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 11th day of October year 2023 at ISUFST, Main Poblacion Site, J.T. Breña St., Ilaya Poblacion, Barotac Nuevo, Iloilo.

The ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY represented by **NORDY D. SIASON JR., Ed.D., CESO VI**, SUC President II, with office address at J.T. Breña St., Ilaya Poblacion, Barotac Nuevo, Iloilo as the **PARTY OF THE FIRST PART**, hereinafter called the **EMPLOYER** duly authorized for this purpose.

and
MEGS SITE BUILDERS with the office address at Brgy. Balabag, Pavia, Iloilo by **MERLINDA E. GUARDE**, 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 Public Bidding;

WHEREAS, the total amount of award for completion of the **WORKS** is **THREE HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-SIX PESOS AND 09/100 (Php 384,856.09)**.

WHEREAS, THE **WHOLE** works in the **PROJECT** as covered by this **CONTRACT** shall be completed within **Twenty (20) Calendar Days** 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 have 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


MERLINDA E. GUARDE
Owner


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


JOSE S. ARICAYA
Administrative Officer V


RES P. JANDONERO
Planning Officer, ISCOF
Barotac Nuevo Campus


MERJINDA E. GUARDE
 Owner

- e. Invitation to Bid
- f. Specifications
- g. Instructions to Bidders
- h. Addenda
- i. Performance Bond
- j. Prequalification and Post Qualification Statements
- k. Certificate of Cash Deposit for Operating Expenses
- l. Notice of Award to Contractor and Constructor's Conforme 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 work:

ITEM NO.	ESTIMATED COST OF ITEM OF WORK Scope of Work to be Done	UNIT	QTY	UNIT COST	TOTAL
I.	SITE WORKS	lot	1.00	25,061.84	25,061.84
	Demolition of Un-Leveled Conference Room Tiles, Chipping of Ground Floor Hallway, Chipping of Masonry Walls to Conceal Electrical Wires				
II.	TILING WORKS	sq.m.	231.73	620.60	143,811.64
	Epoxy Preparation for Vinyl Tiles, Replacement of Unlevel Tiles at Conference Room				
III.	CARPENTRY WORKS	sq.m.	105.10	391.69	41,166.62
	False Columns & Beams				
IV.	CEILING WORKS	sq.m	310.59	111.09	34,503.44
	A.O. Office Ceiling				
V.	GLASS WORKS	lot	1.00	47,302.30	47,302.30
	Relocation of Glass Doors, A.O. Office Glass Wall Partition				
VI.	PAINTING WORKS	sq.m	635.44	81.20	51,597.73
	Conference Room Walls, False Columns & Beams, A.O. Office Ceiling				
VII.	ELECTRICAL WORKS	lot	1.00	41,412.52	41,412.52
	Re-wiring of Conference Room and A.O. Office				
	TOTAL				384,856.09

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


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

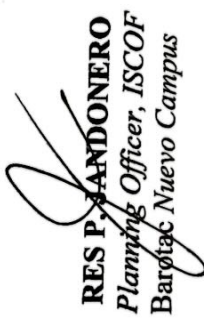

JOSE S. ARICAYA
 Administrative Officer V


RES P. ANDONERO
 Planning Officer, ISCOF
 Baguac Nuevo Campus


MERLINDA E. GUARDE
Owner


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


JOSE S. ARICAYA
Administrative Officer V


RES P. SANDONERO
Planning Officer, ISCOF
Barrigac Nuevo Campus

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 **One Hundred Fifteen Thousand Four Hundred Fifty-Six Pesos and 83/100 (115,456.83)** 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 - 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 FISHERIES may at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.

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

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

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, etc. 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 binding 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**
(PARTY OF THE FIRST PART)

MEGS SITE BUILDERS
(PARTY OF THE SECOND PART)

BY:

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

BY:

MERLINDA E. GUARDE
Owner


RES. J. JANDONERO
Planning Officer, ISUFST Main Poblacion Site
Witness

JOSE S. ARICAYA
Administrative Officer V
Witness

Approved this 11 day of October year 2023.

MERLINDA F. GUARDE
Owner

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
NORDY D. SIASON JR., Ed.D., CESO VI				
MERLINDA GUARDE E.				

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 5 (Five) 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.

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

JOSE S. ARICAYA
Administrative Officer V

Doc No.: 314
Book No.: 7
Page No.: 11
Series of 2023.

JOSE ROMI S. MARANDA
NOTARY PUBLIC
BY THE PROVINCE AND CITY OF ILOILO
UNTIL DECEMBER 31, 2023
MEMBERSHIP NO. NO. 262540
ISSUED AT PALIG CITY-IBP ON JAN. 31, 2022
P.O.R. NO. 8068156
ISSUED AT ILOILO CITY ON JAN. 31, 2022
ROLL OF ATTY. NO. 53326
ADDRESS: LAMAY ST. MARA II ON REA

RES P. JANDONERO
Planning Officer, ISCOF
Barotac Nuevo Campus