



BAC Resolution Declaring LCRB and Recommending Approval for Notice of Award on Construction of Wheel Stopper and Plant Box (Campus Parking Area)

RESOLUTION NO. 12-119 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 Construction of Wheel Stopper and Plant Box (Campus Parking Area) with the ABC of Php 207,500.00 and posted it in Philgeps with Solicitation No. RFQ2023-11-50 and Ref. No. 10361415 and ISUFST Main Poblacion Site Bulletin for 3 days;

Whereas, in response to the said advertisement, two (2) bidders submitted the application for eligibility to bid and was found eligible and passed the preliminary examination of bids on November 28, 2023 @ 10:00 a.m.;

Name of Bidder	Bid Amount as Read	% Variance from ABC
A Maquiling Construction and Supply	Php 205,333.87	1.04 %
Quatro Amigos Builders & Supply	Php 206,266.12	0.60 %
JECC Construction and Supply	Non-Responsive (No Quote)	

Whereas, on November 30, 2023 @ 10:00 a.m. the Evaluation of Bids are as follows:

Name of Bidder	Bid Amount as Read	% Variance from ABC
A Maquiling Construction and Supply	Php 205,333.87	1.04 %
Quatro Amigos Builders & Supply	Php 206,266.12	0.60 %
JECC Construction and Supply	Non-Responsive (No Quote)	

Whereas, on December 04, 2023 @ 10:00 a.m. upon careful examination, validation and verification of all the technical and financial requirements submitted by the bidder with the Lowest Calculated Bid A Maquiling Construction and Supply has been found responsive;


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

- a.) To declare **A. Maquiling Construction and Supply** as the Lowest-Calculated and Responsive Bidder.
- b.) To recommend approval for Notice of Award on **Construction of Wheel Stopper and Plant Box (Campus Parking Area)**

RESOLVED, at the BAC Office, Iloilo State University of Fisheries Science and Technology, 6th day of December, 2023.



RUBY F. PERASOL
BAC Chairman


JOSE S. ARICAYA
BAC Member


RENANTE A. DIAMANTE
BAC Member

ANNELYN DEASIS (Absent)
BAC Member

RODEL DOSANO (Absent)
BAC Member


FLOCERPIDA BELA-ONG
BAC Member


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

Approved on: 12-04-23

CONTRACT AND AGREEMENT
Construction of Wheel Stopper and Plant Box (Campus Parking Area)



KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 11th day of December year 2023 at ISUFST, Main Campus Poblacion Site, J.T. Bretaña 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. Bretaña St., Ilaya Poblacion, Barotac Nuevo, Iloilo as the **PARTY OF THE FIRST PART**, hereinafter called the **EMPLOYER** duly authorized for this purpose.

and

A. MAQUILING CONSTRUCTION AND SUPPLY with the office address at Brgy. Tigum, Pavia Iloilo by **ANACLETO A. MAQUILING**, 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 **TWO HUNDRED FIVE THOUSAND THREE HUNDRED THIRTY-THREE PESOS AND 87/100 (Php 205,333.87)**.

WHEREAS, THE WHOLE works in the **PROJECT** as covered by this **CONTRACT** shall be completed within **Thirty (30) 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
 - e. Specifications
 - f. Instructions to Bidders
 - g. Addenda
 - h. Performance Bond


ANACLETO A. MAQUILING
Owner


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



JOSE S. ARICAYA
Administrative Officer V


RES P. ANDONERO
Planning Officer, ISUFST
Main Campus Poblacion Site

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ANACLETO A. MAQUILING
 Owner


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


JOSE S. ARICAYA
 Administrative Officer V


RES P. JANDONERO
 Planning Officer, ISUFST
 Main Campus Poblacion Site

- i. Prequalification and Post Qualification Statements
- j. Certificate of Cash Deposit for Operating Expenses
- k. Notice of Award to Contractor and Constructor's Conforme thereto
- l. Contractor's All Risk Insurance
- m. 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.	GENERAL REQUIREMENTS				
	As-Built Plans, Temporary Facilities, Occupational Safety and Health, PPE	lot	1.00	24,200.00	24,200.00
II.	EARTH WORKS				
	Excavation, Back Fill and Embankment	lot	1.00	4,873.00	4,873.00
III.	REINFORCED CONCRETE WORKS				
	Plant Box and Wheel Stopper	cu.m.	4.46	21,178.66	94,456.82
IV.	MASONRY & PLASTERING WORKS				
	Plant Box and Wheel Stopper	sq.m.	30.88	1,009.24	31,165.33
VI.	PAINTING WORKS				
	Exterior Surface of Plant Box & Wheel Stopper	sq.m	37.20	309.78	11,523.82
VII.	STEEL WORKS				
	Green Wall	lot	1.00	39,114.90	39,114.90
	TOTAL				205,333.87

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.
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 **Sixty-One Thousand Six Hundred Pesos and 16/100 (61,600.16)** 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%)


ANACLETO A. MAQUILING
Owner

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.

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

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 x n)

Where:
C = Cost of construction supervision as a percentage not exceeding 10% of the construction cost

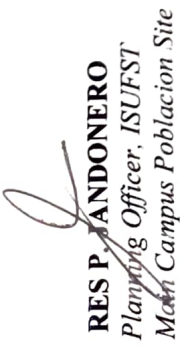
i = annual inflation rate


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

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. 019 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).


JOSE S. ARICAYA
Administrative Officer V

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.


RES P. ANDONERO
Planning Officer, ISUFST
Main Campus Poblacion Site

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.

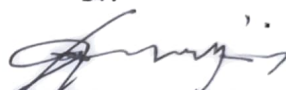
**ILOILO STATE UNIVERSITY OF FISHERIES
SCIENCE AND TECHNOLOGY
(PARTY OF THE FIRST PART)**

**A. MAQUILING CONSTRUCTION
AND SUPPLY
(PARTY OF THE SECOND PART)**

BY:


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

BY:


ANACLETO A. MAQUILING
Owner


RES P. JANDONERO
Planning Officer, ISUFST Main Campus Poblacion Site
Witness


JOSE S. ARICAYA
Administrative Officer V
Witness

Approved this 14th day of Dec. year 2023.

Supply and Installation	4,900,000.00
	300,000.00
AS Scheduled	
June 8, 2023	
May 29, 2023	
May 28, 2024	
ending	
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ation	
Library	
of Smart	

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				
ANACLETO A. MAQUILING				

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.


Doc No.: 269
Book No.: XI
Page No.: 59
Series of 2023.

JUANITO DE JUANON
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
NOTARIAL COMMISSION NO. 46
FLR. A.F. LOPEZ BLDG., IZNAART ST., ILOILO CITY
IBP NO. 253697/12-27-2022/PASIG CITY
PTR NO. 8081353/01-03-2023/ILOILO CITY
ROLL NO. 26173-MCLEE NO. VII-00258


ANACLETO A. MAQUILING
Owner


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


JOSE S. ARICAYA
Administrative Officer V


RES P. JANDONERO
Planning Officer, ISUFST
Main Campus Poblacion Site



NOTICE OF AWARD

December 8, 2023

ANACLETO A. MAQUILING

Owner

A Maquiling Construction and Supply

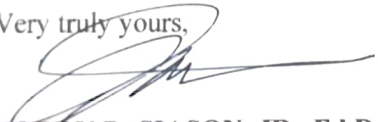
Brgy. Tigum, Pavia, Iloilo

Dear Sir:

We are happy to notify that your Bid dated November 28, 2023 for execution of A Maquiling Construction and Supply for the Construction of Wheel Stopper and Plant Box (Campus Parking Area) (RFQ2023-11-50/ Ref. No. 10361415) with a Contract Price amounting to TWO HUNDRED FIVE THOUSAND THREE HUNDRED THIRTY THREE AND 87/100 (Php 205,333.87), 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:


Representative, A MAQUILING CONSTRUCTION AND SUPPLY

Date: 12-11-23



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

Reference Number: 10361415
Construction of Wheel Stopper and Plant
Box (Campus Parking Area)

NOTICE TO PROCEED

December 13, 2023

ANACLETO A. MAQUILING

Owner

A Maquiling Construction and Supply
Brgy. Tigum, Pavia, Iloilo

Dear Sir:

The attached Contract Agreement/ Purchase Order having been approved, notice is hereby given to A Maquiling Construction and Supply that the Construction of Wheel Stopper and Plant Box (Campus Parking Area) may proceed to Iloilo State University of Fisheries Science and Technology Main Campus Poblacion Site, J.T. Bretaña St., Barotac Nuevo, Iloilo with (Solicitation No. RFQ2023-11-50/ Ref. No. 10361415) 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 Campus Poblacion Site.

Very truly yours,

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

Conforme:

Representative, A MAQUILING CONSTRUCTION AND SUPPLY

Date: 12-20-23