



REPUBLIC OF THE PHILIPPINES  
ILOILO STATE COLLEGE OF FISHERIES  
OFFICE OF THE BIDS AND AWARDS COMMITTEE

J.T. Bretaña St., Ilaya Poblacion, Barotac Nuevo, Iloilo 5007 Philippines  
Contact No.: (+63) 9652740330



Website: [www.iscof.edu.ph](http://www.iscof.edu.ph) / Email: [iscofpresident2016@gmail.com](mailto:iscofpresident2016@gmail.com)/[iscofbcampusbac@gmail.com](mailto:iscofbcampusbac@gmail.com)

BAC Resolution Declaring LCRB and Recommending Approval for Notice of Award on Completion of Cafeteria and Foodmart

**RESOLUTION NO. 08-01 s. 2022**

Whereas, the Iloilo State College of Fisheries, Barotac Nuevo Campus advertised the Invitation to Apply for Eligibility to Bid for the Completion of Cafeteria and Foodmart with the ABC of Php 1,200,000.00 and posted it in Philgeps with Solicitation No. ITB No.2022-05-01 and Reference No. 8654819 and ISCOF Barotac Nuevo Campus Bulletin for 19 days;

Whereas, in response to the said advertisement, six (6) bidders submitted the application for eligibility to bid and were found eligible and passed the preliminary examination of bids on May 30, 2022@ 9:00 a.m.;

Name of Bidder	Bid Amount as Read	% Variance from ABC
First Makeen Construction	Php 980, 000.00	18.33%
R.Semilla Construction and Marketing	Php 1,012,960.00	15.59%
A. Maquiling Construction and Supply	Php 1, 039,053.36	13.41%
IJOJPA Construction	Php 1,045,755.84	12.85%
UYCHOCDE Builders and Consultancy	Php 1,114,047.24	7.16%
PESOM Construction Services	Php 1,114,862.67	7.09%

Whereas, on May 31, 2022@ 9:30 a.m. the Evaluation of Bids are as follows:

Name of Bidder	Bid Amount as Read	% Variance from ABC
First Makeen Construction	Php 980, 000.00	18.33%
R.Semilla Construction and Marketing	Php 1,012,960.00	15.59%
A. Maquiling Construction and Supply	Php 1, 039,053.34	13.41%
IJOJPA Construction	Php 1,045,756.08	12.85%
UYCHOCDE Builders and Consultancy	Php 1,114,047.24	7.16%
PESOM Construction Services	Php 1,114,862.46	7.09%

Whereas, on July 27, 2022 upon on-site post qualification to the 3<sup>rd</sup> Lowest Calculated Bidder, A. Maquiling Construction and Supply was found to be eligible and could provide the specifications and requirements needed by the college.

Whereas, on July 28, 2022@ 9:00 a.m. upon careful examination, validation and verification of all the technical and financial requirements submitted by the bidder with the 3<sup>rd</sup> Lowest Calculated Bid, A. Maquiling Construction and Supply has been found responsive;

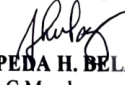
NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED

- To declare A. Maquiling Construction and Supply as the 3<sup>rd</sup> Lowest Calculated and Responsive Bidder.
- To recommend approval for Notice of Award on Completion of Cafeteria and Foodmart.

RESOLVED, at the BAC Office, Iloilo State College of Fisheries, Barotac Nuevo Campus, 1<sup>st</sup> day of August 2022.

  
JOSE S. ARICAYA  
BAC Chairman

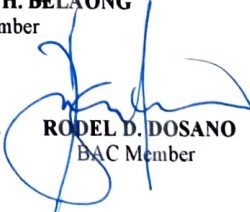
  
RYLAN M. AGSALUNA  
BAC Vice Chairman

  
FLOCERPEDA H. BELAONG  
BAC Member

  
RUBY F. PERASOL  
BAC Member

  
RES P. JANDONERO  
BAC Member

  
RENANTE A. DIAMANTE  
BAC Member

  
RODEL D. DOSANO  
BAC Member

  
MICHAEL B. LIZON, EdD, PhD  
Campus Administrator

Approved on: Aug 1, 2022

  
**ANACLETO A. MAQUILING**  
Owner/General Manager

## CONTRACT AND AGREEMENT COMPLETION OF CAFETERIA AND FOODMART



**KNOW ALL MEN BY THESE PRESENTS:**

This contract made and entered into this 5<sup>th</sup> day of August year 2022 at ISCOF, Barotac Nuevo Campus, J.T. Bretaña St., Ilaya Poblacion, Barotac Nuevo, Iloilo.

The ILOILO STATE COLLEGE OF FISHERIES 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 RM. 307 Doña Segunda Bldg. C.M. Recto, Davao City by **ANACLETO A. MAQUILING**, Owner/General Manager, 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 **ONE MILLION THIRTY-NINE THOUSAND FIFTY-THREE PESOS and 36/100 (Php 1,039,053.36)**.

**WHEREAS**, THE **WHOLE** works in the **PROJECT** as covered by this **CONTRACT** shall be completed within **One Hundred Twenty (120) Calendar Days** in accordance with the provisions of the Bid documents.


**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

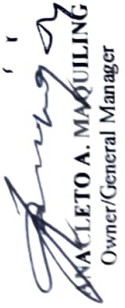
1. That in this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. The 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. Invitation to Bid
  - f. Specifications
  - g. Instructions to Bidders

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

  
**MICHAEL B. DIZON, EdD, PhD.**  
Campus Administrator

  
**JOSE S. RICAYA**  
Administrative Officer IV

  
**GLADYS B. BELICENA, PhD**  
Planning Officer, ISCOF  
Barotac Nuevo Campus

  
**MACALETO A. MACAULING**  
 Owner/General Manager

- 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.

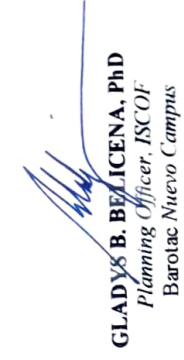
4. The owner hereby covenants to pay the CONTACTOR in consideration of the prosecution, completion and maintenance of the project in the manner and at the time specified in its Bid Form for the following but not limited to the herein items of works.

The following items and quantities are included in the scope of work:


  
**NORDY D. MASON JR., EdD., CESO V**  
 SUC President II

  
**MICHAEL B. DEON, EdD., PhD.**  
 Campus Administrator


  
**JOSE MARICAYA**  
 Administrative Officer IV

  
**GLADYS B. BELICENA, PhD**  
 Planning Officer, ISCOF  
 Barotac Nuevo Campus

ITEM NO.	ESTIMATED COST OF ITEM OF WORK Scope of Work to be Done	UNIT	QTY	UNIT COST	TOTAL
I.	<b>GENERAL REQUIREMENTS</b>	lot	1.00	36,195.00	36,195.00
	Temporary Facilities, Billboards, Occupational Safety and Health, As-Built Plans, Occupancy Permit Processing				
II.	<b>SITE WORKS</b>	lot	1.00	25,095.20	25,095.20
	Demolition, Excavation, Hauling, Grading, Chipping Works				
III.	<b>REINFORCED CONCRETE WORKS (USE CLASS "B")</b>	cu.m.	2.50	12,108.43	30,271.09
	Exterior Concrete Moulding, Display Countertop, Pavers' Edge Restraints, Plant Box Footing				
IV.	<b>MASONRY WORKS</b>	sq.m	61.20	965.93	59,114.88
	CHB Wall, Plant Boxes				
V.	<b>PLASTERING WORKS (USE CLASS "B")</b>	sq.m	54.00	326.87	17,651.10
	12mm Exterior & Interior Wall - see plan				
VI.	<b>CARPENTRY WORKS</b>	lot	1.00	16,742.00	16,742.00
	Movable Display Counter - see plan				
VII.	<b>PAINTING WORKS</b>	sq.m	45.00	412.42	18,558.87
	Interior & Exterior Accent Paints, Metal Frameworks, Display Counter Baseboard				
VIII.	<b>TILING WORKS</b>	lot	1.00	760,123.96	760,123.96
	Interior Field Tiles, Display Countertop, Exterior Accent Wall, Plant Box Finishes, Landscape Pavers				
IX.	<b>METAL WORKS</b>	lot	1.00	7,701.09	7,701.09
	Movable Display Counter				
X.	<b>ELECTRICAL WORKS</b>	lot	1.00	23,526.75	23,526.75
	Electric Submeter and Connecting Wire				

  
**MACLETO A. MAQUILING**  
 Owner/General Manager

XI.	<b>GLASS WORKS</b>	sq.m	6.72	3,619.50	24,323.04
	Fixed Glass Transom Window				
XII.	<b>SOFTSCAPES</b>	sq.m	141.50	117.41	16,613.51
	Garden Soil, Plants and Grasses				
XIII.	<b>OTHERS</b>	lot	1.00	3,136.90	3,136.90
	Stainless Steel Toilet Signages				

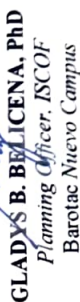
  
**NORDY D. SASON JR., Ed.D., CESO V**  
 SUC President II

BREAKDOWN OF ESTIMATED EXPENDITURE	% of Total	AMOUNT
<b>I. COST ESTIMATED</b>		
<b>A. DIRECT COST</b>		
LABOR	18.72	194,458.90
MATERIALS	64.02	665,154.00
EQUIPMENT RENTAL	0.15	1,600.00
<b>B. INDIRECT COST</b>		
1. Overhead Expenses (Expenses, CARI & Financing)	2.49	25,836.39
2. Contingencies (0.5% - 3% of EDC w/c include expenses for coordination meetings)	0.83	8,612.13
3. Miscellaneous (0.5% - 1% of EDC w/c include expenses for laboratory test & plan preparation)	0.83	8,612.13
4. Contractor's Profit (8% of EDC for Projects above 5M and 10% for projects below 5M)	6.63	68,897.03
5. VAT (5% of EDC, OCM and Profit)	4.68	48,658.53
6. Mobilization/ Demolition (up to 2% of EDC for projects up to P 10.0M)	0.83	8,612.13
7. P.D.E.	0.83	8,612.13
<b>Sub Total</b>	<b>100.00</b>	<b>1,039,053.36</b>
<b>II. GOVERNMENT EXPENSES ESTIMATED</b>		
1. Engineering, Administrative Overhead and Supervision		
2. POW/ Site Acquisition		
3. Materials to be furnished by Government		
<b>Sub Total</b>		
<b>III. NCIES/ RESERVES CONTINGE</b>		
1. Physical (up to 5% of the Estimated Project Cost)		
2. Price Escalation (up to 125 of the Estimated Project Cost)		
<b>TOTAL ESTIMATED COST</b>	<b>100.00</b>	<b>1,039,053.36</b>

  
**MICHAEL P. DIZON, EdD, PhD.**  
 Campus Administrator

  
**JOSE S. ARICAYA**  
 Administrative Officer IV

- 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

  
**GLADYS B. BELICENA, PhD**  
 Planning Officer, ISCOF  
 Barotac Nuevo Campus

**Three Hundred Three Thousand Eight Hundred Eighty-Eight Pesos (P311,716.01)** 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 FSHERIES may at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.

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

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:

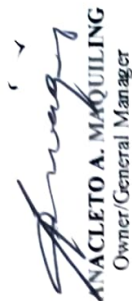
C = Cost of construction supervision as a percentage not exceeding 10% of the construction cost

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. 09 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).

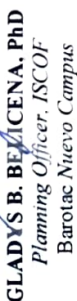
11. The Joint Guidelines on Change Orders, Extra Works Orders, etc. As provided under the pertinent provision of the implementing Rules and Guidelines of R.A. 9184 are hereby incorporated as part of the CONTRACT.

  
ANACLETO A. MAQUILING  
Owner/General Manager

  
NORDY D. MASON JR., Ed.D., CESO V  
SUC President/II

  
MICHAEL B. DIZON, EdD, PhD.  
Campus Administrator

  
JOSE A. RICAYA  
Administrative Officer IV

  
GLADYS B. BECENA, PhD  
Planning Officer, ISCOF  
Barotac Nitevo Campus

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 COLLEGE OF FISHERIES

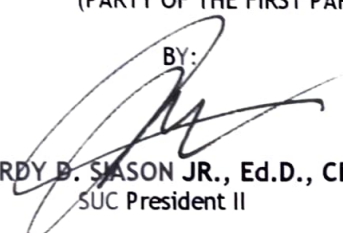
A. MAQUILING CONSTRUCTION AND SUPPLY

(PARTY OF THE FIRST PART)

(PARTY OF THE SECOND PART)

BY:


BY:

  
 NORBY B. SISON JR., Ed.D., CESO VI  
 SUC President II

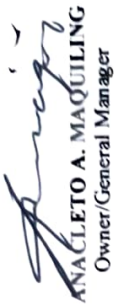
  
 ANACLETO A. MAQUILING  
 Owner/General Manager

  
 GLADYS B. BELICENA, PhD  
 Planning Officer, ISCOF Barotac Nuevo Campus  
 Witness

  
 JOSE S. ARICAYA  
 Administrative Officer IV  
 Witness

  
 MICHAEL B. DIXON, EdD, PhD.  
 Campus Administrator  
 Witness

Approved this 14 day of August year 2022.

  
ANACLETO A. MAQUILING  
Owner/General Manager

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	TIN ID	941-250-155	ILOILO CITY	MAY 29, 2006

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.: 239  
Book No.: 111  
Page No.: 49  
Series of 2022.

  
**DENNIS D. JUANON**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
NOTARIAL COMMISSION NO. 46  
2/F. A. FLOPEZ BLVD. GENART ST., ILOILO CITY  
IBP NO. 167887-11/25/21-PASIG CITY  
PTR NO. 7560603-1/3/2022-ILOILO CITY  
ROLL NO. 26773-MCLEE NO. VI-U030297

  
MICHAEL R. BIZON, EdD, PhD.  
Campus Administrator

  
JOSE S. ARICAYA  
Administrative Officer IV

  
GLADYS B. BELlicENA, PhD  
Planning Officer, ISCOF  
Barotac Nuevo Campus



REPUBLIC OF THE PHILIPPINES  
ILOILO STATE COLLEGE OF FISHERIES  
OFFICE OF THE BIDS AND AWARDS COMMITTEE

J.T. Bretaña St., Barotac Nuevo, Iloilo  
5007 Philippines

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**NOTICE OF AWARD**

August 3, 2022

**ANACLETO A. MAQUILING**

Owner/General Manager

A. MAQUILING CONSTRUCTION AND SUPPLY

Brgy. Tigum, Pavia, Iloilo

Dear Sir:

We are happy to notify that your Bid dated May 30, 2022 for execution of COMPLETION OF CAFETERIA AND FOODMART (Solicitation No. ITB No.2022-05-01/ Ref. No. 8654819) with a Contract Price amounting to ONE MILLION THIRTY-NINE THOUSAND FIFTY-THREE PESOS and 36/100 (Php 1,039,053.36), 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: 08-03-22





REPUBLIC OF THE PHILIPPINES  
**ILOILO STATE COLLEGE OF FISHERIES**  
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5007 Philippines

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Iloilo State College of Fisheries  
Revised on: August 11, 2004

Reference Number: 8654819  
COMPLETION OF CAFETERIA AND FOODMART

### NOTICE TO PROCEED

August 8, 2022

**ANACLETO A. MAQUILING**

Owner/General Manager

A. MAQUILING CONSTRUCTION AND SUPPLY

Brgy. Tigum, Pavia, Iloilo

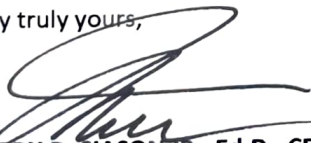
Dear Sir:

The attached Contract Agreement/ Purchase Order having been approved, notice is hereby given to A. MAQUILING CONSTRUCTION AND SUPPLY that the COMPLETION OF CAFETERIA AND FOODMART may proceed to Iloilo State College of Fisheries –Barotac Nuevo Campus, J.T. Bretaña St., Barotac Nuevo, Iloilo with (Solicitation No. ITB No.2022-05-01/ Ref. No. 8654819) 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 College of Fisheries –Barotac Nuevo Campus.

Very truly yours,

  
**NURDY D. SIASON JR., Ed.D., CESO VI**  
SUC President II

Conforme:

  
Representative, A. MAQUILING CONSTRUCTION AND SUPPLY

Date: 08-08-22