



Republic of the Philippines



THE OFFICE OF BIDS AND AWARDS COMMITTEE

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

Reference Number: 9887065
Landscaping of Academic Building-B

NOTICE TO PROCEED

July 20, 2023

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

Dear Ma'am:

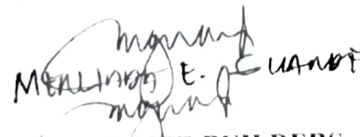
The attached Contract Agreement/ Purchase Order having been approved, notice is hereby given to Megs Site Builders, that the Landscaping of Academic Building-B may proceed to Iloilo State University of Fisheries Science and Technology Main Poblacion Site, J.T. Bretaña St., Barotac Nuevo, Iloilo with (Solicitation No. RFQ2023-06-13/ Ref. No.9887065) 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,


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

Conforme: 
Representative: **MEGS SITE BUILDERS**

Date: AUGUST 1, 2023

CONTRACT AND AGREEMENT Landscaping of Academic Building-B



KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 13th day of July year 2023 at ISUFST, ~~Mabini~~
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 SEVEN HUNDRED
EIGHTY THOUSAND FIVE HUNDRED FORTY-NINE AND 12/100 (Php 780,549.12).

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. Invitation to Bid
 - f. Specifications
 - g. Instructions to Bidders
 - h. Addenda

MERLINDA E. GUARDE
Owner/General Manager

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

JOSE SARACAYA
Administrative Officer V

RES P. JANDONERO
Planning Officer, ISUFST
Barotac Nuevo Campus


MERLINDA E. GUARDE
 Owner-General Manager

- 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 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 work:

ITEM NO.	ESTIMATED COST OF ITEM OF WORK Scope of Work to be Done	UNIT	QTY	UNIT COST	TOTAL
I.	GENERAL REQUIREMENTS	lot	1.00	27,289.60	27,289.60
	As-Built Plans, Temporary Facilities, Occupational Safety and Health, PPE				
II.	SITE WORKS	lot	1.00	11,776.00	11,776.00
	Layout, Excavation, Backfilling, Hauling				
III.	REINFORCED CONCRETE WORKS	cu.m.	11.89	12,919.28	153,610.24
	Wall Footing, Slab-on-Fill, Drainage				
IV.	MASONRY & PLASTERING WORKS	sq.m.	123.57	911.66	112,654.08
	Plant Box, Drainage				
V.	METAL WORKS	lot	1.00	91,129.60	91,129.60
	Perforated Steel Canopy, Drainage Strainer				
VI.	TILING WORKS	sq.m	150.48	2,214.31	333,209.60
	5cm thick Red Holland Brick Pavement				
VII.	PAINTING WORKS	sq.m	162.36	313.38	50,860.00
	Perforated Steel Canopy, Drainage Strainer				
	TOTAL				780,549.12


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


JOSE A. ARICAYA
 Administrative Officer V


RES P. JANDONERO
 Planning Officer, ISCOF
 Barotac Nuevo Campus

BREAKDOWN OF ESTIMATED EXPENDITURE	% of Total	AMOUNT
I. ESTIMATED COST		
A. DIRECT COST		
LABOR		251,700.00
MATERIALS		352,104.00
EQUIPMENT RENTAL		6,000.00
B. INDIRECT COST		
1. Overhead Expenses		48,784.32

MERLINDA E. GUARDE
Owner-General Manager

NORDY D. SASON, P.D., CESO VI
SUC President II

JOSE S. ARICAYA
Administrative Officer V

RES P. JANDONERO
Planning Officer, ISCOF
Barotac Nuevo Campus

(5% to 8% of EDC w/c include Superintendence, Transportation, Office Expenses, CARI & Financing)		
2. Contengencies (0.5% - 3% of EDC w/c include expences for coodination meetings)		12,196.08
3. Miscellaneous (0.5% - 1% of EDC w/c include expences for laboratory test & plan preparation)		6,098.04
4. Contractor's Profit (8% of EDC for Projects above 5M and 10% for projects below 5M)		60,980.40
5. VAT (5% of EDC, OCM and Profit)		30,490.20
6. Mobilizaton/ Demolition (up to 2% of EDC for projects up to P 10.0M)		12,196.08
7. P.D.E.		
Sub Total		
II. ESTIMATED GOVERNMENT EXPENSES		
1. Engineering, Administrative Overhead and Supervision		
2. POW/ Site Acquisition		
3. Materials to be furnished by Government		
Sub Total		
III. CONTINGENCIES/ RESERVES		
1. Physical (up to 5% of the Estimated Project Cost)		
2. Price Escalation (up to 125 of the Estimated Project Cost)		
TOTAL ESTIMATED COST		780,549.12

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 **Two Hundred Thirty-Four Thousand One Hundred Sixty-Four Pesos and 74/100 (234,164.74)** 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.

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


MERLINDA E. GUARDE
General Manager

$$VUUP = TCP - VCUP$$

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

$$K = \text{Adjustment factor to cover additional losses} \\ = 1 + C + (i \times n)$$

Where:

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

i = annual inflation rate


NORDY D. SIASON, Ed.D., CESO VI
SUC President III

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).


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.


JOSE SARACAYA
Administrative Officer V


RES P. JANDONERO
Planning Officer, ISCOF
Barotac Nuevo Campus

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

BY:


MERLINDA E. GUARDE
Owner/General Manager


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


JOSE S. ARICAYA
Administrative Officer V
Witness

Approved this ____ day of _____ year _____.



BAC Resolution Declaring LCRB and Recommending Approval for Notice of Award on Landscaping of Academic Building-B

RESOLUTION NO. 07-48 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 Landscaping of Academic Building-B with the ABC of Php 790,000.00 and posted it in Philgeps with Solicitation No. RFQ2023-06-13 and Ref. No.9887065 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 June 30, 2023 @ 09:00 a.m.;

Name of Bidder	Bid Amount as Read	% Variance from ABC
Megs Site Builder	Php 780,549.12	1.20%
ALJ Construction & Supply	Php 788,023.48	0,25 %
RV Empire Inc.		

Whereas, on July 3, 2023@ 09:00 a.m. the Evaluation of Bids are as follows:

Name of Bidder	Bid Amount as Read	% Variance from ABC
Megs Site Builder.	Php 780,549.12	1.20%
ALJ Construction & Supply	Php 788,023.48	0,25 %

Whereas, on July 5, 2023 @ 09:00 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 Builder** 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 **Megs Site Builder** as the Lowest-Calculated and Responsive Bidder.
- b.) To recommend approval for Notice of Award on **Landscaping of Academic Building-B**

RESOLVED, at the BAC Office, Iloilo State University of Fisheries Science and Technology, 7th day of July 2023.

RUBY F. PERASOL
 BAC Chairman

JOSE S. ARICAYA
 BAC Member

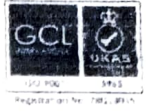
FLOCERPEDA H. BELAONG
 BAC Member

RODEL D. DOSANO
 BAC Member

RENANTE A. DIAMANTE
 BAC Member

ANNELYN J. DEASIS
 BAC Member

NORDY B. STASON, JR., Ed.D., CESO VI
 SUC President II
 Approved on: July 7, 2023



NOTICE OF AWARD

July 12, 2023

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

Dear Ma'am:

We are happy to notify that your Bid dated June 5, 2023 for execution of Megs Site Builders for the Landscaping of Academic Building-B (RFQ2023-06-13/ Ref. No.9887065) with a Contract Price amounting to SEVEN HUNDRED EIGHTY THOUSAND FIVE HUNDRED FORTY - NINE AND 12/100 (Php 780,549.12). 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,


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

Conforme: 
MERLINDA E. GUARDE

Representative, **MEGS SITE BUILDERS**

Date: JULY 12, 2023