



One ISCOF/One Pride

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

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BAC Resolution Declaring LCRB and Recommending Approval for Notice of Award on Construction of Covid- 19 Isolation Rooms

**RESOLUTION NO. 03-02 s. 2022**

Whereas, the Iloilo State College of Fisheries, Barotac Nuevo Campus advertised the Invitation to Apply for Eligibility to Bid for the Construction of Covid- 19 Isolation Rooms with the ABC of Php 394, 000.00 and posted it in Philgeps with Solicitation No. RFQ 2022-03-02 and Reference No. 8491979 and ISCOF Barotac Nuevo Campus Bulletin for 3 days;

Whereas, in response to the said advertisement, two (2) bidders submitted the application for eligibility to bid and were found eligible and passed the preliminary examination of bids on March 7, 2022@ 10:00 a.m.;

Name of Bidder	Bid Amount as Read	% Variance from ABC
5s Construction and Supply	Php 382,014.54	3.04%
Quatro Amigos Builders & Supply	Php 392,652.00	0.34%

Whereas, on March 7, 2022@ 10:45 a.m. the Evaluation of Bids are as follows:

Name of Bidder	Bid Amount as Read	% Variance from ABC
5s Construction and Supply	Php 382,014.54	3.04%
Quatro Amigos Builders & Supply	Php 392,652.00	0.34%

Whereas, on March 9, 2022@ 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, 5s 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 **5s Construction and Supply** as the **Lowest Calculated and Responsive Bidder**.
- b.) To recommend approval for Notice of Award on Construction of Covid- 19 Isolation Rooms.

RESOLVED, at the Conference Room, Iloilo State College of Fisheries, Barotac Nuevo Campus, 14<sup>th</sup> day of March 2022.

JOSE S. ARICAYA  
BAC Chairman

RYLAN M. AGSALUNA  
BAC Vice Chairman

FLOCERPEDA H. BELAONG  
BAC Member

RAMON J. BAYONA, JR.  
BAC Member

TEDD S. FUENTIVILLA  
BAC Member

RES P. JANDONERO  
BAC Member

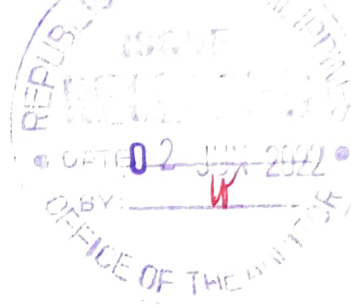
RUBY F. PERASOL  
BAC Member

MICHAEL B. DIZON, EdD, PhD

Campus Administrator

Approved on: 3-14-2022

# CONTRACT AND AGREEMENT CONSTRUCTION OF COVID-19 ISOLATION ROOMS



KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 2<sup>nd</sup> day of May year 2022 at ISCOF, Barotac Nuevo Campus, J.T. Breña St., Ilaya Poblacion, Barotac Nuevo, Iloilo.

The ILOILO STATE COLLEGE OF FISHERIES represented by **MICHAEL B. DIZON, EdD, PhD.**, Campus Administration, 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

**5S CONSTRUCTION AND SUPPLY** with the office address at Zone 1 Brgy. Ticud, Lapaz, Iloilo City by **NANCY C. PENIT**, 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 **Three Hundred Eighty-Two Thousand Fourteen Pesos and 54/100 (Php 382,014.54)**.

**WHEREAS**, THE **WHOLE** works in the **PROJECT** as covered by this **CONTRACT** shall be completed within **One Hundred Fifty (150) 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

  
**NANCY C. PENIT**  
Owner/General Manager

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

  
**JOSE S. ARICAYA**  
Administrative Officer IV

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



  
**NANCY C. PENIT**  
 Owner/General Manager

- 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 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.	Qty	Unit	ESTIMATED COST OF WORK Scope of Work to be Done	UNIT COST	TOTAL COST
I.	1	Lot	<b>GENERAL REQUIREMENTS</b>	49,755.80	49,755.80
			Temporary Facilities, Billboards, Occupational Safety and Health		
II	1	Lot	<b>SITE WORKS</b>	16,957.92	16,957.92
			Demolition, Excavation, Hauling, Backfilling, Grading, Chipping Works		
III	1.25	Cu.M.	<b>REINFORCED CONCRETE WORKS (Use Class "B")</b>	23,021.38	28,776.72
			Wall Footing & Slab-on-Fill (Toilet Area)		
IV	13.30	Sq. M.	<b>MASONRY WORKS</b>	1,794.39	23,865.36
			CHB Wall up to 0.30m Elevation on Toilets (see elevation)		
V	3.40	Sq. M.	<b>PLASTERING WORKS (Use Class "A")</b>	336.35	1,143.58
VI	104.70	Sq. M.	<b>DRY WALL PARTITION</b>	488.65	51,161.82
			Double-wall Drywall (Use Hardiflex Fiber Cement Board); see wall detail		
VII	110	Sq. M.	<b>PAINTING WORKS</b>	394.82	43,429.68
			Interior, Exterior walls		
VIII	1	Lot	<b>DOORS AND WINDOWS</b>	26,120.84	26,120.84
			(see schedule of doors and windows)		
IX	1	Lot	<b>METAL ROOF FRAMING</b>	42,068.46	42,068.46
			Toilet Area only (see roof framing plan)		
X	24.30	Sq.M.	<b>PRE-PAINTED METAL ROOFING</b>	941.77	22,884.96
			Roofing (OFM) & Accessories		
XI	1	Lot	<b>ELECTRICAL WORKS</b>	23,928.95	23,928.95
			(see electrical plan)		
XII	1	Lot	<b>PLUMBING WORKS</b>	33,104.40	33,104.40
			Fixtures, Pipings & Fittings Septic Vault		

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

  
**JOSE S. ARICAYA**  
 Administrative Officer IV

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

XIII	1	Lot	OTHERS	18,816.00	18,816.00
			(Wooden Bed & Foam, Handwash Frame, Thermal Scanner & Alcohol Dispenser with Stand		
TOTAL					P 382,014.54

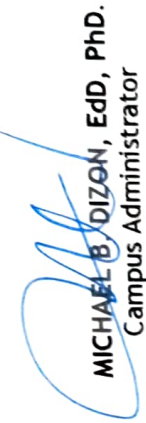
BREAKDOWN OF ESTIMATED EXPENDITURE	% of Total	AMOUNT	
I. ESTIMATED COST			
A. DIRECT COST			
LABOR			
MATERIALS	17.75	67,824.45	
EQUIPMENT RENTAL	65.55	250,390.35	
B. INDIRECT COST			
1. Overhead Expenses Expenses, CARI & Financing)	1.73	6,627.50	
2. Contingencies (0.5%-3% of EDC w/c include expenses for coordination meetings)	0.43	1,624.21	
3. Miscellaneous (0.5-1% of EDC w/c include expenses for laboratory test & plan preparation)	0.43	1,624.21	
4. Contractor's Profit (8% of EDC for Projects above 5M and 10% for projects below 5M)	8.50	32,484.23	
5. VAT (5% of EDC, OCM and Profit)	4.76	18,191.170	
6. Mobilization Demolition (up to 2% of EDC for projects up to 10M)	0.85	3,248.42	
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 the 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	100.00%	P 382,014.54	

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.

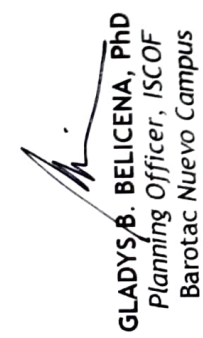
6. That this CONTRACT shall take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER a Performance Bond that is fully acceptable to the EMPLOYER in the form and amount **One Hundred Fourteen Thousand Six Hundred Four Pesos and 36/100 (P 114,604.36)** as required in the Instruction 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%)

  
**NANCY G. PENIT**  
 Owner/General Manager

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

  
**JOSE S. MARICAYA**  
 Administrative Officer IV

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

  
NANCY Q. PENIT  
Owner/General Manager

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.

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

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 x n)

Where:


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

i = annual inflation rate

  
MICHAEL B. DIZON, EdD, PhD.  
Campus Administrator

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.
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.

  
JOSE S. ARICAYA  
Administrative Officer IV

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

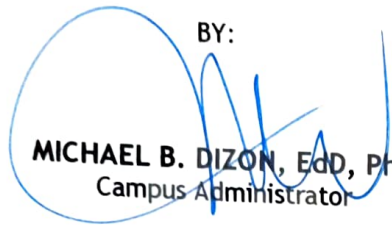


13. If any dispute or difference of any kind whatsoever arises between the EMPLOYER or the ENGINEER and the CONTRACTOR in the connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by, the ENGINEER is not satisfactory either to the EMPLOYER 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**

(PARTY OF THE FIRST PART)

BY:

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

**5S CONSTRUCTION AND SUPPLY**

(PARTY OF THE SECOND PART)

BY:

  
**NANCY C. PENIT**  
Owner / General Manager

  
**JOSE S. ARICAYA**  
Administrative Officer IV  
Witness

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

Approved this 2nd day of May year 2022.



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**NOTICE OF AWARD**

April 28, 2022

**NANCY C. PENIT**

Owner

5s Construction and Supply

Zone 1 Brgy. Ticud, Lapaz, Iloilo City

Dear Ma'am:

We are happy to notify that your Bid dated March 7, 2022 for execution of CONSTRUCTION OF COVID-19 ISOLATION ROOMS (RFQ2022-03-02/ Ref. No. 8491979) with a Contract Price amounting to THREE HUNDRED EIGHTY-TWO THOUSAND FOURTEEN PESOS AND 54/100 (Php 382,014.54), 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,

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

Conforme:

  
Representative, 5s Construction and Supply

Date: April 28, 2022



REPUBLIC OF THE PHILIPPINES  
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Iloilo State College of Fisheries  
Revised on: August 11, 2004

Reference Number: 8491979  
Construction of Covid- 19 Isolation Rooms

### NOTICE TO PROCEED

May 4, 2022

**NANCY C. PENIT**

Owner  
5s Construction and Supply  
Zone 1 Brgy. Ticud, Lapaz, Iloilo City

Dear Sir:

The attached Contract Agreement/ Purchase Order having been approved, notice is hereby given to 5S CONSTRUCTION AND SUPPLY, that the CONSTRUCTION OF COVID- 19 ISOLATION ROOMS may proceed to Iloilo State College of Fisheries –Barotac Nuevo Campus, J.T. Bretaña St., Barotac Nuevo, Iloilo with (Solicitation No. RFQ2022-03-02/ Ref. No. 8491979) 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,

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

Conforme:

  
Representative, **5s Construction and Supply**

Date: May 10, 2022