

**CONTRACT AND AGREEMENT
FOR THE REPAIR AND MAINTENANCE OF ADMIN QUADRANGLE**



KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 9TH day of February year 2023 at ISCOF, Tiwi, Barotac Nuevo, Iloilo.

The ILOILO STATE COLLEGE OF FISHERIES represented by DR. NORDY D. SIASON, JR., SUC President II, with office address at Tiwi, Barotac Nuevo, Iloilo as the **PARTY OF THE FIRST PART**, hereinafter called the **EMPLOYER** duly authorized for this purpose.

and

C SQUARE ENGINEERING CONSTRUCTION AND SUPPLY with the office address at Brgy. Talacuan, Leon Iloilo by **FLORENTINA P. CABANGISAN**, Owner/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;

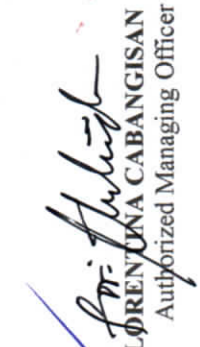
WHEREAS, the above mentioned project has been undertaken through Negotiated Procurement (Small Value Procurement-Sec. 53.9);

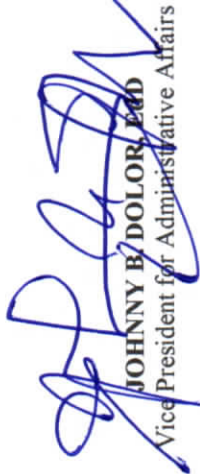
WHEREAS, the total amount of award for completion of the **WORKS** is **P642,005.00 (Six Hundred Forty Two Thousand Five) Philippine Peso**.

WHEREAS, THE **WHOLE** works in the **PROJECT** as covered by this **CONTRACT** shall be completed within **60 (sixty) Calendar Days (CD)** 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 never 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


FLORENTINA CABANGISAN
Authorized Managing Officer


JOHNNY B. DOLOR, PhD
Vice President for Administrative Affairs


JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs


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

Florentina Cabangisan
FLORENTINA CABANGISAN
 Authorized Managing Officer

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
Dr. Nordy D. Siason, Jr.				
FLORENTINA CABANGISAN				

Know to me and to know 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.: 360
 Book No.: 74
 Page No.: 69
 Series of 2023.

ma/
ATTY. LUZERMINDO A. CALMORA
 NOTARY PUBLIC
 ROLL NO. 295175-15-79
 PTR NO. 808353101-03-23
 IBP NO. 270296 01-05-23
 TIN NO. 126-157-766
 DATE OF COMMISSION 01/2023 TO 12/2023
 CITY AND PROVINCE OF ILOILO

Johnny B. Dolon
JOHNNY B. DOLON, EdD
 Vice President for Administrative Affairs

Joan M. Belga
JOAN M. BELGA, PhDScEd
 Vice President for Academic Affairs

Nordy D. Siason, Jr.
NORDY D. SIASON, JR., EdD, CESO VI
 SUC President II



REPUBLIC OF THE PHILIPPINES
ILOILO STATE COLLEGE OF FISHERIES
Office of the Bids and Awards Committee



Tiwi, Barotac Nuevo, Iloilo
5007 Philippines
Contact No. (+63) 917-624-6100
Website: www.iscof.com.ph Email: iscofpresident2016@gmail.com
or iscofmainbac@gmail.com

Iloilo State College of Fisheries

Reference Number: 9447785
Repair & Maintenance of Admin
Quadrangle
ISCOF-Main Tiwi Campus
Tiwi, Barotac Nuevo, Iloilo

Standard Form Number: SF-INFR-72
Revised on: August 11, 2004

NOTICE TO PROCEED

February 10, 2023

C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY
Brgy. Talacuan, Leon, Iloilo


Dear Sir/Madame:

The attached Contract Agreement having been approved, notice is hereby given to C SQUARE ENGINEERING CONSTRUCTION AND SUPPLY that work may proceed on the project: "REPAIR & MAINTENANCE OF ADMIN QUADRANGLE" seven (7) days after receipt of this notice.

Upon receipt of this notice, you are 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 the Iloilo State College of Fisheries.

Very truly yours,


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

I acknowledge receipt of this Notice on 2-10-2023

Name of the Representative of the Bidder: FLORENTINA P. CABANGISAN

Authorized Signature:





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ILOILO STATE COLLEGE OF FISHERIES

Office of the Bids and Awards Committee

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5007 Philippines
Contact No. (+63) 917-624-6100

Website: www.iscof.com.ph/ Email: iscofpresident2016@gmail.com
or iscofmainbac@gmail.com



Registration No. 78Q13035

Iloilo State College of Fisheries

Reference Number: 9447785
Repair & Maintenance of Admin Quadrangle
ISCOF-Main Tiwi Campus
Tiwi, Barotac Nuevo, Iloilo

Standard Form Number: SF-INFR-65
Revised on: August 11, 2004

NOTICE OF AWARD

February 8, 2023

C SQUAREENGINEERING, CONSTRUCTION AND SUPPLY
Brgy. Talacuan, Leon, Iloilo

Dear Sir/Madame:

We are happy to notify you that the **REPAIR AND MAINTENANCE OF ADMIN QUADRANGLE** is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at the Contract Price equivalent to **Six Hundred Forty two Thousand Five Pesos (Php642,005.00)** only.

You are therefore required to provide the following within **ten (10) days** from the receipt of this Notice of Award, to wit;


1. ✓ This Notice with your signed "Conforme" thereon
2. ✓ The required Performance Security
3. ✓ Manpower schedule
4. ✓ Projects Organizational Chart
5. ✓ Construction Methods
6. ✓ Equipment Utilization Schedule
7. ✓ Construction safety and health program approved by the Department of Labor and Employment
8. ✓ PERT/CPM or other acceptable tools for project scheduling
9. ✓ Authority of the signing official
10. ✓ Bid Prices in the Bill Quantities
11. ✓ Detailed Estimate
12. ✓ Cash Flow and Payment Schedule
13. ✗ Certificate of the Site Inspection (Optional)
14. ✓ Supplementary PQ Statement per D.O. 88 of 1991

Failure to comply the above stated requirements shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


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

Conforme:


FLORENTINA D. CABANGISAN
C SQUARE ENGINEERING, CONSTRUCTION AND SUPPLY

Date: 2-8-2023



REPUBLIC OF THE PHILIPPINES
ILOILO STATE COLLEGE OF FISHERIES
Office of Bids and Awards Committee

Tiwi, Barotac Nuevo, Iloilo
5007 Philippines
Contact No. 09176246100

Website: www.iscof.edu.ph / Email: iscofmainbac@gmail.com



Iloilo State College of Fisheries

Reference Number: 9447785
Repair & Maintenance of Admin
Quadrangle
ISCOF-Main Tiwi Campus
Tiwi, Barotac Nuevo, Iloilo

Standard Form Number: SF-GOOD-48
Revised on: May 24, 2004

**BAC Resolution Declaring LCRB and Recommending Approval
RESOLUTION NO. 02-005 s. 2023**

WHEREAS, the ILOILO STATE COLLEGE OF FISHERIES - MAIN TIWI CAMPUS advertised the Invitation to Apply for Eligibility and to Bid for the project titled “REPAIR & MAINTENANCE OF ADMIN QUADRANGLE” with the Approved Budget of the Contract in the amount of Seven Hundred Seventy Eight Thousand One Hundred Forty two & 27/100 Pesos (Php778,142.27) the same in the Philippine Government Electronic Procurement System (PHILGEPS) continuously for 3 days;

WHEREAS, in response to the said sending of RFQs, advertisement, and posting, four (4) prospective bidders submitted the Request for Quotation for “REPAIR & MAINTENANCE OF ADMIN QUADRANGLE”, during the opening of bids on February 6, 2023 at 10:15 o’clock in the morning.

WHEREAS, the bidder found substantially complying be declared as the Lowest Calculated Responsive Bidder based on the findings on the documents submitted and found complying after the post-qualification;

WHEREAS, the result of the bid proposals found to be substantially complying are the following supplier:

Name of Supplier	Bid Amount as Read	Bid Amount as Calculated	% Variance from ABC	Remarks
C SQUARE ENGINEERING, CONSTRUCTION & SUPPLY	P642,005.00	P642,005.00	17.50%	1 ST , LCRB
SLW8 BUILDERS	P721,152.38	P721,152.38	7.32%	2 ND
QUATRO AMIGOS BUILDERS & SUPPLY	P743,816.87	P743,816.87	4.41%	3 RD
A.MAQUILING CONSTRUCTION & SUPPLY	P773,644.21	P773,644.21	0.58%	4 TH



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Website: www.iscof.edu.ph / Email: iscofmainbac@gmail.com



**BAC Resolution Declaring LCRB and Recommending Approval
RESOLUTION NO. 02-005 s. 2023**

WHEREAS, upon careful examination, validation and verification of all eligibility, technical and financial requirements submitted by the Bidder as the Lowest Calculated Responsive Bidder, **C SQUARE ENGINEERING, CONSTRUCTION & SUPPLY** has been found to be responsive;

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

- a) To declare **C SQUARE ENGINEERING, CONSTRUCTION & SUPPLY** as the Lowest Calculated Responsive Bidder for the **“REPAIR & MAINTENANCE OF ADMIN QUADRANGLE”**;
- b) To recommend for approval by the SUC President II, DR. **NORDY D. SIASON, JR.** of the Iloilo State of Fisheries System the foregoing findings;
- c) To recommend issuance of Notice of Award and Notice to Proceed to **C SQUARE ENGINEERING, CONSTRUCTION & SUPPLY** as the Lowest Calculated Responsive Bidder for the **“REPAIR & MAINTENANCE OF ADMIN QUADRANGLE”**.

RESOLVED, at the BAC Office of the Iloilo State College of Fisheries-Main Tiwi Campus, Tiwi, Barotac Nuevo, Iloilo this 7th day of February, 2023.

ROLINDO B. DEMO-OS, JR., MFT
Member

PATRICK LANCE L. NACION
Member

HANNAH B. DADIVAS
Member

SOL B. DENAMARCA, MILE
BAC Vice Chairman

LILIBETH B. PETRESCU, MBM
BAC Chairman

Approved:

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

Date of Approval: _____

- 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.

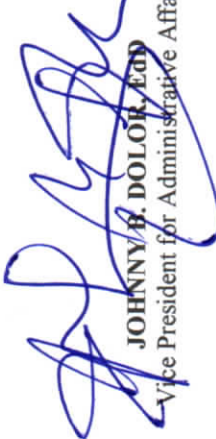
- b. Contract Agreement
- c. Conditions of Contract
- d. Drawing/Plans
- e. Invitation to Bid
- f. Specifications
- g. Instructions to Bidders
- h. Addenda
- i. Performance Bond
- j. Pre-qualification and Post Qualification Statements
- k. Certificate of Cash Deposit for Operating Expenses
- l. Notice 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.

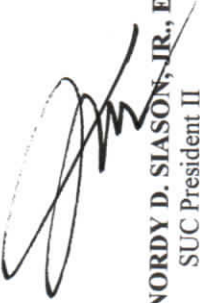
The following items and quantities are included in the scope of works:

Item No.	Qty.	Unit	Articles and Description	Unit Cost	Total Cost
I	1	lot	Clearing and Site Preparation	P23,700.00	P23,700
II	44	Cu.m	Concrete Overlay	8,600.00	378,400.00
III	120	Sq.m	Molded Concrete Pavement	700.00	84,000.00
IV	16	Sq.m	Brick Pavers	2,420.00	38,720.00
V	39	Sq.m	Smooth Cement and Pebble Washout Finish on Logo	1,435.00	55,965.00
VI	6	Sq.m	Mosaic Finish on Care Logo	3,620.00	21,720.00
VII	50	Sq.m	Repair of Existing Drainage	790	39,500.00
VII.a	1	lot	Materials		
VII.b	1	lot	Labor Demolition and Excavation		
VII.c	1	lot	Labor Concreting		
				Total	P642,005.00


JOHNNY B. DOLOK, EdD
 Vice President for Administrative Affairs


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SUC President II

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 **Php 192,600.00 (One Hundred Ninety Two Thousand Six Hundred) Pesos** 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.

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

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


LORENTINA CABANGISAN
Authorized Managing Officer


JOHNNY B. DOLORES EdD
Vice President for Administrative Affairs


JOAN M. BELUGA, PhDScEd
Vice President for Academic Affairs


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

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, ect. As provided under the pertinent provision of the implementing Rules and Guidelines of R.A. 9184 are herby 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 biding 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.

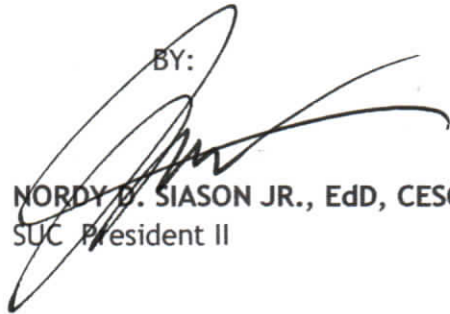
ILOILO STATE COLLEGE OF FISHERIES

(PARTY OF THE FIRST PART)

C SQUARE ENGINEERING CONSTRUCTION AND SUPPLY

(PARTY OF THE SECOND PART)

BY:



NORDY B. SIASON JR., EdD, CESO VI
SUC President II

BY:

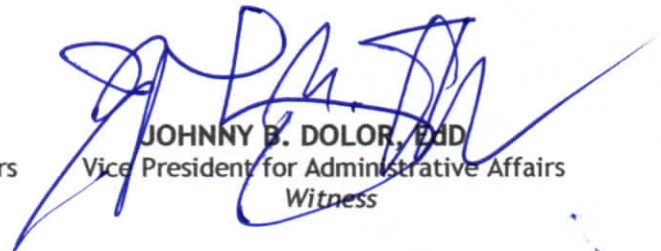


FLORENTINA P. CABANGISAN
Owner/Manager

Signed in the presence of:



JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs
Witness



JOHNNY B. DOLOR, EdD
Vice President for Administrative Affairs
Witness