

BAC Resolution Declaring LCRB and Recommending Approval for Notice of Award on Repair and Maintenance of University Facility (Admin-A & Library Connecting Bridge)

RESOLUTION NO. 12-129 s. 2023

Whereas, the Iloilo State University of Fisheries Science and Technology Main Campus Poblacion Site advertised the Invitation to Apply for Eligibility to Bid for the Repair and Maintenance of University Facility (Admin-A & Library Connecting Bridge) with the ABC of Php 420,000.00 and posted it in Philgeps with Solicitation No. RFQ2023-12-56 and Ref. No. 10407629 and ISUFST Main Campus Poblacion Site Bulletin for 3 days;

Whereas, in response to the said advertisement, four (4) bidders submitted the application for eligibility to bid and was found eligible and passed the preliminary examination of bids on December 11, 2023 @ 3:00 p.m.;

Name of Bidder	Bid Amount as Read	% Variance from ABC
NAMCO Construction	Php 390,550.50	7.01 %
GIANTWEST Construction Corporation	Php 398,133.80	5,21%
JECC Construction & Supply	Php 407,680.00	2.93 %
IJOJPA Construction	Php 411,022.19	2.14%

Whereas, on December 13, 2023 @ 3:00 p.m the Evaluation of Bids are as follows:

Name of Bidder	Bid Amount as <i>calculated</i>	% Variance from ABC
NAMCO Construction	Php 390,550.50	7.01 %
GIANTWEST Construction Corporation	Php 398,133.80	5,21%
JECC Construction & Supply	Php 407,680.00	2.93 %
IJOJPA Construction	Php 411,022.19	2.14%
NAMCO Construction	Php 390,550.50	7.01 %


Whereas, on December 14, 2023 @ 3:00 p.m upon careful examination, validation and verification of all the technical and financial requirements submitted by the bidder with the Lowest Calculated Bid NAMCO Construction has been found responsive;

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

- To declare **NAMCO Construction** as the Lowest-Calculated and Responsive Bidder.
- To recommend approval for Notice of Award on **Repair and Maintenance of University Facility (Admin-A & Library Connecting Bridge)**

RESOLVED, at the BAC Office, Iloilo State University of Fisheries Science and Technology, 19th day of December, 2023.


RUBY F. PERASOL
BAC Chairman

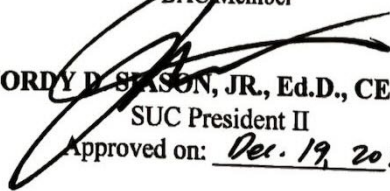

JOSE S. ARICAYA
BAC Member


RENANTE A. DIAMANTE
BAC Member


ANNELYN DEASIS
BAC Member

RODEL DOSANO (Absent)
BAC Member


ELOCER PEDA BELA-ONG
BAC Member


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

Approved on: Dec. 19, 2023



CONTRACT AND AGREEMENT
Repair and Maintenance of University Facility (Admin-A & Library
Connecting Bridge)

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 22nd day of December year 2023 at ISUFST, Main Campus 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

NAMCO CONSTRUCTION with the office address at Herbs, St., Cor. Espedilla St., South Signal Village, Taguig City by **MARK ANTHONY D. MARCIAL**, Authorized Representative, 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 NINETY THOUSAND FIVE HUNDRED FIFTY PESOS AND 50/100 (Php 390,550.50)**.

WHEREAS, THE WHOLE works in the **PROJECT** as covered by this **CONTRACT** shall be completed within **Fifty (50) 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


MARK ANTHONY D. MARCIAL
Authorized Representative


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


MARK ANTHONY D. MARCIAL
Authorized Representative


NORDY D. SIASON JR., Ed.D., CESO VI
SUC President/NI


JOSE S. ARCAZA
Administrative Officer V


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

- f. Instructions to Bidders
 - g. Addenda
 - h. Performance Bond
 - i. Prequalification and Post Qualification Statements
 - j. Certificate of Cash Deposit for Operating Expenses
 - k. Notice of Award to Contractor and Constructor's Conformance 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 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 COST
I.	GENERAL REQUIREMENTS	lot	1.00	47,936.00	47,936.00
	Electricity, Water, Occupational Safety and Health				
II.	SITE WORKS	lot	1.00	34,154.40	34,154.40
	Demolition of Library Concrete Railing, Admin-A Metal Railings, Chipping of Conc Beam for Connection				
III.	REINFORCED CONCRETE WORKS	cu.m.	1.42	43,636.11	61,963.27
	Concrete Flooring with Steel Decking				
IV.	PLASTERING WORKS	Lot.	1.00	62,286.90	62,286.90
	Edges of Concrete Railing & Chipped Beam				
V.	PAINTING WORKS	lot	1.00	27,665.47	27,665.47
	Edges of Demolished Conc Railings, Chipped Beam, Fiber Cement Board Covering and Metal Works				
VI.	METAL WORKS	Lot.	1.00	95,572.40	95,572.40
	Steel Beam, Railings w/ Glass Panels & Wood Handle, & Roof Framing				
VII.	ROOFING	sq.m	38.40	940.34	36,109.06
	1.2mm thk Embossed Polycarbonate Sheet (Bronze Color)				
VIII.	BOARD UP ENCLOSURE	sq.m.	13.80	1,801.67	24,863.00
	Under Bridge Board Enclosure				
	TOTAL				390,550.50

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 Contract.
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

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

JOSE S. MARICAYA
Administrative Officer V

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

MARK ANTHONY D. MARCIAL
Authorized Representative

One Hundred Seventeen Thousand One Hundred Sixty-Five Pesos and 15/100 (117,165.15)
as required in the Instruction to Bidders:

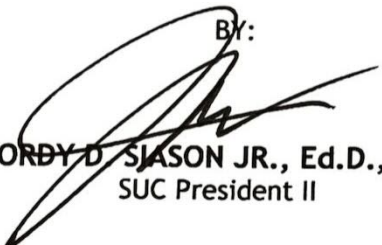
- a. Cash certified check, cashier check, manager check bank draft or irrevocable letter of credit - five percent (5%)
 - b. Bank guarantee - the percent (10%)
 - c. Surety Bond - thirty percent (30%)
7. In case the CONTRACTOR refuse or fails to satisfy complete the work within the specified contract 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.
- $TLD = VUUP \times [(1 + OCC \times n - 1)] \times K$
 $VUUP = TCP - VCUP$
- 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
= $1 + C + (i \times n)$
- 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, 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.

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)

NAMCO CONSTRUCTION
(PARTY OF THE SECOND PART)

BY:

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

BY:

MARK ANTHONY D. MARCIAL
Authorized Representative


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


JOSE S. ARICAYA
Administrative Officer V
Witness

Approved this 22nd day of December year 2023.

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				
MARK ANTHONY D. MARCIAL				

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.: 341
Book No.: 70
Page No.: (XII)
Series of 2023.

JOSE ROMI S. MARANO
NOTARY PUBLIC
FOR THE PROVINCE AND CITY OF ILOILO
UNTIL DECEMBER 31, 2023
NOTARIAL COMMISSION REG. NO. 68
IBP MEMBERSHIP O.R. NO. 263290
ISSUED AT PASIG CITY-IBP ON JAN. 3, 2023
BTR O.R. NO. 8068156
ISSUED AT ILOILO CITY ON JAN. 3, 2023
ROLL OF ATTY. NO. 33326

MARK ANTHONY D. MARCIAL
Authorized Representative

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

JOSE S. ARICAYA
Administrative Officer V

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

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

Reference Number: 10407629
Repair and Maintenance of University
Facility (Admin-A & Library Connecting
Bridge)

NOTICE TO PROCEED

December 27, 2023

MARK ANTHONY D. MARCIAL

Authorized Representative

NAMCO Construction

Herbs, St., Cor. Espedilla St., South Signal Village, Taguig City

Dear Sir:

The attached Contract Agreement/ Purchase Order having been approved, notice is hereby given to NAMCO Construction that the Repair and Maintenance of University Facility (Admin-A & Library Connecting Bridge) 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. RFQ2023-12-56/Ref. No. 10407629) 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, NAMCO CONSTRUCTION

Date: Dec. 30, 2023

MAE

NOTICE OF AWARD

December 20, 2023

MARK ANTHONY D. MARCIAL

Authorized Representative

NAMCO Construction

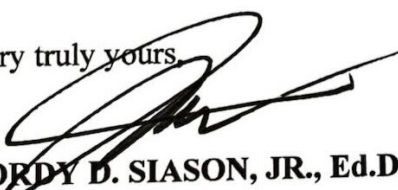
Herbs, St., Cor. Espedilla St., South Signal Village, Taguig City

Dear Sir:

We are happy to notify that your Bid dated December 11, 2023 for execution of NAMCO Construction for the Repair and Maintenance of University Facility (Admin-A & Library Connecting Bridge) (RFQ2023-12-56/Ref. No. 10407629) with a Contract Price amounting to **THREE HUNDRED NINETY THOUSAND FIVE HUNDRED FIFTY PESOS AND 50/100** (Php 390,550.50), 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, NAMCO CONSTRUCTION
Date: Dec. 22, 2023