



Republic of the Philippines  
**ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY**  
**THE OFFICE OF BIDS AND AWARDS COMMITTEE**



Ilaya Poblacion, Barotac Nuevo, Iloilo | email: iscofbncampusbac@gmail.com  
website: iscof.edu.ph | Contact No: +63-908-254-2324

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

Reference Number: 9938080  
Repair of CIT Extension Building

### NOTICE TO PROCEED

August 17, 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 REPAIR OF CIT EXTENSION BUILDING may proceed to Iloilo State University of Fisheries Science and Technology Main Poblacion Site, J.T. Bretaña St., Barotac Nuevo, Iloilo with (Solicitation No. ITB2023-07-11/ Ref. No. 9938080) 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,

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

Conforme:

  
Representative, **MEGS SITE BUILDERS**

Date: 08-30-23

## CONTRACT AND AGREEMENT Repair of CIT Extension Building



KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 15<sup>th</sup> day of August year 2023 at ISUFST, Main Poblacion Site, J.T. Bretaña 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. Bretaña 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 One Million One Hundred Ninety-Two Thousand Eight Hundred Sixty-Four Pesos And 18/100 (Php 1,192,864.18).

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

  
MERLINDA E. GUARDE  
Owner/General Manager

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

  
JOSE S. ARICAYA  
Administrative Officer V

  
RES P. JAMBONERO  
Planning Officer, ISCOF  
Barotac Nuevo Campus

  
**MERLINDA E. GUARDE**  
 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:

ITEM NO.	ESTIMATED COST OF ITEM OF WORK Scope of Work to be Done	UNIT	QTY	UNIT COST	TOTAL
<b>I.</b>	<b>GENERAL REQUIREMENTS</b>				
	As-Built Plans, Temporary Facilities, Occupational Safety and Health, PPE	lot	1.00	111,350.00	111,350.00
<b>II.</b>	<b>SITE WORKS</b>				
	Demolition, Chipping Works, Hauling	lot	1.00	103,000.00	103,000.00
<b>III.</b>	<b>FLOORING WORKS</b>				
	Second Floor	sq.m.	215.55	607.75	131,000.00
<b>IV.</b>	<b>MASONRY &amp; PLASTERING WORKS</b>				
	Ground Floor Roll-up Door & Second Floor	sq.m.	179.90	1,205.08	216,793.00
<b>V.</b>	<b>CEILING WORKS</b>				
	Second Floor	sq.m.	231.73	1,546.76	94,979.67
<b>VI.</b>	<b>DOORS &amp; WINDOWS</b>				
	see schedule of Doors & Windows	sq.m.	105.10	782.10	86,400.00
<b>VII.</b>	<b>PAINTING WORKS</b>				
	Interior Wall (Semi-gloss; Approve Color), Interior Ceiling (Flat White)	sq.m	310.59	512.60	78,630.00
<b>VIII.</b>	<b>ELECTRICAL WORKS</b>				
		lot	1.00	106,854.00	82,800.00
	<b>TOTAL</b>				<b>904,952.67</b>

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


  
**JOSE S. ARICAYA**  
 Administrative Officer V

  
**RES P. JANDONERO**  
 Planning Officer, ISCOF  
 Barotac Nuevo Campus

  
**MERLINDA E. GUARDE**  
 Owner/General Manager

  
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BREAKDOWN OF ESTIMATED EXPENDITURE	% of Total	AMOUNT
<b>I. ESTIMATED COST</b>		
<b>A. DIRECT COST</b>		
LABOR		202,450.00
MATERIALS		702,502.67
EQUIPMENT RENTAL		
<b>B. INDIRECT COST</b>		
1. Overhead Expnses (5% to 8% of EDC w/c include Superintendence, Transportation, Office Expenses, CARI & Financing)		45,247.63
2. Contengencies (0.5% - 3% of EDC w/c include expences for coodination meetings)		9,049.53
3. Miscellaneous (0.5% - 1% of EDC w/c include expences for laboratory test & plan preparation)		4,524.76
4. Contractor's Profit (8% of EDC for Projects above 5M and 10% for projects below 5M)		90,495.27
5. VAT (5% of EDC,OCM and Profit)		45,247.63
6. Mobilizaton/ Demolition (up to 2% of EDC for projects up to P 10.0M)		18,099.05
7. P.D.E.		27,148.58
Sub Total		1,144,765.13
<b>II. ESTIMATED GOVERNMENT EXPENSES</b>		
1. Engineering, Administrative Overhead and Supervision		10,000.00
2. POW/ Site Acquisition		5,000.00
3. Materials to be furnished by Government		5,000.00
Sub Total		
<b>III. CONTINGENCIES/ RESERVES</b>		
1. Physical (up to 5% of the Estimated Project Cost)		18,099.05
2. Price Escalation (up to 125 of the Estimated Project Cost)		10,000.00
<b>TOTAL ESTIMATED COST</b>		<b>1,192,864.18</b>

- 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 Three Hundred Fifty-Seven Thousand Eight Hundred Fifty-Nine Pesos and 25/100 (357,859.25) as required in the Instruction to Bidders:

  
**MERLINDA E. GUARDE**  
Owner/General Manager

- 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%)

8. 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.

9. 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

10. 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.

11. 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).

12. 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.

13. 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

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

  
**JOSE S. ARICAYA**  
Administrative Officer V

  
**RES P. JANDONERO**  
Planning Officer, ISCOF  
Barodac Nuevo Campus

to faulty construction or the use of materials of inferior quality of violation of terms of the CONTRACT.

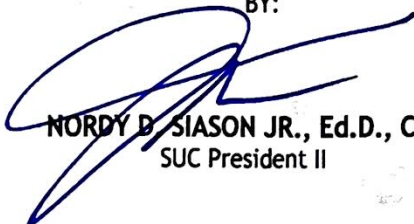
14. If any dispute or difference of any kind whatsoever arises between the EMPLOYER or the ENGINEER and the CONTRACTOR in the connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by, the ENGINEER is not satisfactory either to the EMPLOYER or the CONTRACTOR, such dispute may be submitted, and settled of the Construction Industry Arbitration Commission (CIAC) created by the Executive Order 1088.
15. 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)**

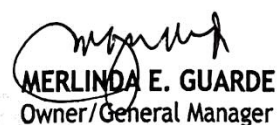
**MEGS SITE BUILDERS  
(PARTY OF THE SECOND PART)**

BY:



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

BY:



**MERLINDA E. GUARDE  
Owner/General Manager**

**RES P. JANDONERO  
Planning Officer, ISU/FST Main Poblacion Site  
Witness**

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

Approved this 15<sup>th</sup> day of August year 2023.

*Merlinda E. Guarde*  
**MERLINDA E. GUARDE**  
 Owner/General Manager

REPUBLIC OF THE PHILIPPINES  
 CITY OF ILOILO )S.S.  
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**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				
MERLINDA E. GUARDE				

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.

**JOSE ROMI S. MARAÑON**  
 NOTARY PUBLIC  
 IN THE PROVINCE AND CITY OF ILOILO  
 JANUARY DECEMBER 31, 2023  
 NOTARIAL COMMISSION REG. NO. 50  
 IBP MEMBERSHIP O.R. NO. 263390  
 ISSUED AT PASIG CITY-IBP ON JAN. 3, 2023  
 PTH O.A. NO. 8061759  
 ISSUED AT ILOILO CITY ON JAN. 3, 2023  
 ROLL OF ATTY. NO. 33326  
 ADDRESS: E. LOPEZ ST., JARDIN ILOILO CITY

Doc No.: 244  
 Book No.: 10  
 Page No.: (151)  
 Series of 2023.

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

*Jose S. Aricaya*  
**JOSE S. ARICAYA**  
 Administrative Officer V

*Res P. Andonero*  
**RES P. ANDONERO**  
 Planning Officer, ISCOF  
 Barotac Nuevo Campus



BAC Resolution Declaring SCRB and Recommending Approval for Notice of Award on Repair of CIT Extension Building

**RESOLUTION NO. 08-57 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 Repair of CIT Extension Building with the ABC of Php 1,200,000.00 and posted it in Philgeps with Solicitation No. ITB2023-07-11 and Reference No. 9938080 and ISUFST Main Poblacion Site Bulletin for 19 days;

Whereas, in response to the said advertisement, one (1) bidder submitted the application for eligibility to bid and was found eligible and passed the preliminary examination of bids on August 1, 2023 @ 10:00 a.m.;

Name of Bidder	Bid Amount as Read	% Variance from ABC
MEGS Site Builders	Php 1,192,864.18	0.59 %

Whereas, on August 3, 2023 @ 10:00 a.m. the Evaluation of Bids are as follows:


Name of Bidder	Bid Amount as Read	% Variance from ABC
MEGS Site Builders	Php 1,192,864.18	0.59 %


Whereas, on August 7, 2023 @ 10:00 a.m. upon careful examination, validation and verification of all the technical and financial requirements submitted by the bidder with the Single - Calculated Bid, MEGS Site Builders 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 Builders** as the Single-Calculated and Responsive Bidder.
- b.) To recommend approval for Notice of Award on **Repair of CIT Extension Building**.
- c.)

RESOLVED, at the BAC Office, Iloilo State University of Fisheries Science and Technology, 9<sup>th</sup> day of August 2023.

  
**RUBY F. PERASOL**  
 BAC Chairman

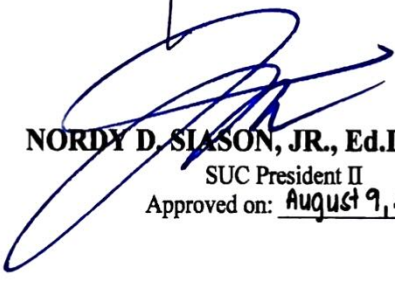
  
**RODEL D. DOSSANO**  
 BAC Member

  
**JOSE S. ARICAYA**  
 BAC Member

  
**RENANTE A. DIAMANTE**  
 BAC Member

  
**FLOCERREDA H. BELLAONG**  
 BAC Member

  
**ANNELYN J. DEASIS**  
 BAC Member

  
**NORDY D. SLASON, JR., Ed.D., CESO VI**  
 SUC President II  
 Approved on: August 9, 2023





Republic of the Philippines  
ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY  
THE OFFICE OF BIDS AND AWARDS COMMITTEE

Ilaya Poblacion, Barotac Nuevo, Iloilo | email: iscofbncampusbac@gmail.com  
website: iscof.edu.ph | Contact No: +63-908-254-2324



## NOTICE OF AWARD

August 11, 2023

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

Dear Ma'am:

We are happy to notify that your Bid dated August 1, 2023 for execution of MEGS SITE BUILDERS, for the Repair of CIT Extension Building (ITB2023-07-11/ Ref. No. 9938080) with a Contract Price amounting to ONE MILLION ONE HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED SIXTY-FOUR PESOS AND 18/100 (Php 1,192,864.18), 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,

  
**NORBY D. SLASON, JR., Ed.D., CESO VI**  
SUC President II

Conforme:

  
Representative, **MEGS SITE BUILDERS**

Date: 08-11-2023