

Name of Supplier	Bid Amount as Read	Bid Amount as Calculated	% Variance from ABC	Remarks
5'S CONSTRUCTION AND SUPPLY	P312,807.00	P312,807.00	21.22%	1 ST , LCRB
C-SQUARE ENGINEERING CONSTRUCTION & SUPPLY	P314,120.00	P314,120.00	20.88%	2 ND
SKAB DRAGON CONSTRUCTION	P331,000.00	P331,000.00	16.63%	3 RD
QUADTECH BUILDERS AND CONSTRUCTION SUPPLY	P346,921.12	P346,921.12	12.62%	4 th
A.MAQUILING CONSTRUCTION & SUPPLY	P356,814.30	P356,814.30	10.13%	5 th

following supplier:

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

post-qualification;

Responsive Bidder based on the findings on the documents submitted and found complying after the

WHEREAS, the bidder found substantially complying be declared as the Lowest Calculated

"DRAINAGE", during the opening of bids on February 6, 2023 at 10:15 o'clock in the morning.

propective bidders submitted the Request for Quotation for "REPAIR & MAINTENANCE OF SCHOOL

WHEREAS, in response to the said sending of RFQs, advertisement, and posting, five (5)

Government Electronic Procurement System (PHILGEP5) continuously for 3 days;

Ninety Seven Thousand Forty One & 73/100 Pesos (Php397,041.73) the same in the Philippine

SCHOOL DRAINAGE" with the Approved Budget of the Contract in the amount of Three Hundred

Invitation to Apply for Eligibility and to Bid for the project titled "REPAIR & MAINTENANCE OF

WHEREAS, the ILOILO STATE COLLEGE OF FISHERIES - MAIN TIWI CAMPUS advertised the

**BAC Resolution Declaring LCRB and Recommending Approval
RESOLUTION NO. 02-003 s. 2023**

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

Reference Number: 9447640
Repair & Maintenance of School
Drainage
ISCOF-Main Tiwi Campus
Tiwi, Barotac Nuevo, Iloilo

Iloilo State College of Fisheries

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.iscol.edu.ph / Email: iscolmainbac@gmail.com





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



REPUBLIC OF THE PHILIPPINES
 LOILO 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 iscofmaininbac@gmail.com

Reference Number: 9447640
 Repair & Maintenance of School Drainage
 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
5'S CONSTRUCTION AND SUPPLY
 Ticud, Lapaz, Iloilo City

Dear Sir/Madame:

We are happy to notify you that the **REPAIR AND MAINTENANCE OF SCHOOL DRAINAGE** is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at the Contract Price equivalent to Three Hundred Twelve Thousand Eight Hundred Seven Pesos (Php312,807.00) 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. RASON, JR., EDD, CESO VI
 SUC President II
 Copforme:
[Signature]
5'S CONSTRUCTION AND SUPPLY
 Date: February 8, 2023



CONTRACT AND AGREEMENT

FOR THE REPAIR AND MAINTENANCE OF SCHOOL DRAINAGE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 16TH day of March 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 P189,000.00 (One Hundred Eighty Nine Thousand) Philippine Peso.

WHEREAS, THE WHOLE works in the PROJECT as covered by this CONTRACT shall be completed within 30 (thirty) 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

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

JOAN M. BELICA, Ph.D, ScEd
Vice President for Academic Affairs

JOHNNY B. DOLOR, EDD
Vice President for Administrative Affairs

FLORENTINA CABANGISAN
Authorized Managing Officer

NORDY D. SIAISON, JR., EDD, CESO VI
SUC President II

JOAN M. BELGA, Ph.D, ScEd
Vice President for Academic Affairs

JOHNNY B. DOLOR, EDD
Vice President for Administrative Affairs

FLORENTINA CABANGISAN
Authorized Managing Officer

Item No.	Qty.	Unit	Articles and Description	Unit Cost	Total Cost
I	1	lot	Formworks	P30,000.00	P30,000.00
II	6	Cu.m	Concreting Works	25,000.00	150,000.00
III	6	Sq.m	Masonry Works	1,500.00	9,000.00
			Total		P189,000.00

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

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 56,700.00 (Fifty Six Thousand Seven 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.

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

$$VUUP = TCP - VCUP$$

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

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

JOAN M. BULOGA, PhDScEd
 Vice President for Academic Affairs

JOHNNY B. DOLGOR, EDD
 Vice President for Administrative Affairs

FLORENTINA CABANGISAN
 Authorized Managing Officer

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 workers' health and safety, workers' 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, ect. 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.

ELORENTINA CABANGISAN
Authorized Managing Officer

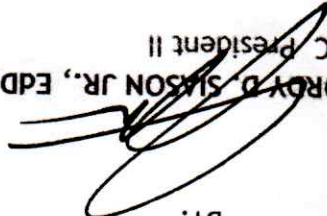
JOHNNY B. DOLOR, EDD
Vice President for Administrative Affairs

JOAN M. BELLO, PhDScEd
Vice President for Academic Affairs

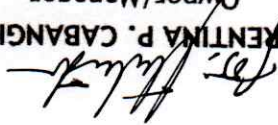
NORDY D. SIAISON, JR., EDD, CESO VI
SUC President II

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)

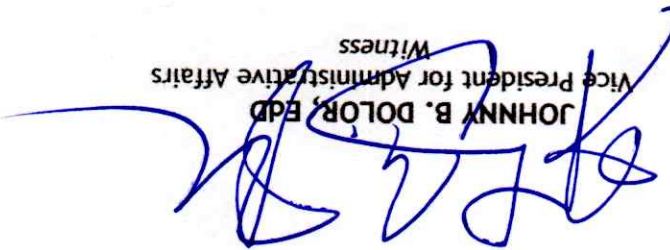
NORBY D. SIMSON JR., EDD, CESO VI
SUC, President II
BY: 

C SQUARE ENGINEERING CONSTRUCTION AND SUPPLY
(PARTY OF THE SECOND PART)

FLORENTINA P. CABANGISAN
Owner/Manager
BY: 

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


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

JOAN M. BELLA, PhDScEd
Vice President for Academic Affairs

JOHNNY B. DELOR, EDD
Vice President for Administrative Affairs

FLORENTINA CABANGISAN
Authorized Managing Officer

Doc No.: 87
Book No.: 19
Page No.: 03
Series of 2023.

ATTY. LUZERMINDA A. CALMORIN
NOTARY PUBLIC
ROLL NO. 295175-75-79
PTR NO. 808353101-03-23
IBP NO. 270296 01-05-23
TIN NO. 126-157-766
DATE OF COMMISSION 01/2023 TO 12/2027
CITY AND PROVINCE OF ILOILO

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.

NAMES	TYPES OF IDENTIFICATION	ID No.	PLACE OF ISSUE	DATE OF ISSUE
Dr. Nordy D. Siason, Jr.				
FLORENTINA CABANGISAN				

BEFORE ME 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:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF ILOILO
S.S. -----X



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

Website: www.iscof.com.ph/ Email: iscofpresident2016@gmail.com
 or iscofmaininbac@gmail.com
 Contact No. (+63) 917-624-6100



Iloilo State College of Fisheries

Reference Number: 9447640
 Repair & Maintenance of School
 Drainage
 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

5'S CONSTRUCTION AND SUPPLY
 Tigid, Lapaz, Iloilo City

Dear Sir/Madame:

The attached Contract Agreement having been approved, notice is hereby given to 5'S CONSTRUCTION AND SUPPLY that work may proceed on the project: "REPAIR & MAINTENANCE OF SCHOOL DRAINAGE" 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,

NORDY D. SIKSON, JR, EDD, CESO VI
 SUC Resident II

I acknowledge receipt of this Notice on

Name of the Representative of the Bidder: Jenny C. Penit

Authorized Signature:

Jenny C. Penit
February 13, 2023