



Iloilo State University of Fisheries Science and Technology

Reference Number: 9776870
**Repair & Maintenance of the
College of Management
Building**
ISUFST Main Tiwi Site
Tiwi, Barotac Nuevo, Iloilo

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

BAC Resolution Declaring LCRB and Recommending Approval
RESOLUTION NO. 061-064, s. 2023

WHEREAS, the ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY - MAIN TIWI SITE advertised the Invitation to Apply for Eligibility and to Bid for the project titled “REPAIR AND MAINTENANCE OF THE COLLEGE OF MANAGEMENT BUILDING” with the Approved Budget of the Contract in the amount of Three Million Four Hundred Forty Thousand Six Hundred Seventy One & 82/100 Pesos (Php3,440,671.82) the same in the Philippine Government Electronic Procurement System (PHILGEPS) continuously for 14 days;

WHEREAS, in response to the said advertisement, ten (10) prospective bidders purchased bid documents for the “REPAIR AND MAINTENANCE OF THE COLLEGE OF MANAGEMENT BUILDING”, during the opening of bids on June 14, 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 presented, however, if found not complying after the post-qualification, the Bids and Awards Committee reserves its right to disqualify the bidder;

WHEREAS, the result of the bid proposals found to be substantially complying are the following contractor(s):

No.	Prospective Bidders	Bid Price	% Variance from ABC
1	A. MAQUILING CONSTRUCTION & SUPPLY	P2,579,703.93	25.02%
2	MEG SITE BUILDERS	P2,658,246.64	2274%
3	ALJ CONSTRUCTION AND SUPPLY	P2,659,439.32	22.71%
4	URBANCON BUILDERS & SUPPLY	P2,688,888.60	21.85%
5	DG SALAS CONSTRUCTION SERVICES	P2,746,956.00	20.16%
6	5S CONSTRUCTION AND SUPPLY	P2,797,457.02	18.69%
7	ONYOK CONSTRUCTION AND SUPPLY	P3,027,267.47	12.02%



Iloilo State University of Fisheries Science and Technology

Reference Number: 9776870
**Repair & Maintenance of the
College of Management
Building**
ISUFST Main Tiwi Site
Tiwi, Barotac Nuevo, Iloilo

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

NOTICE OF AWARD

June 27, 2023

A. MAQUILING CONSTRUCTION AND SUPPLY Brgy. Tigum, Pavia, Iloilo

Dear Sir/Madame:

We are happy to notify you that the **REPAIR AND MAINTENANCE OF THE COLLEGE OF MANAGEMENT BUILDING** is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at the Contract Price equivalent to **Two Million Five Hundred Seventy Nine Thousand Seven Hundred Three & 93/100 Pesos (Php2,579,703.93)** 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 B. SIASON, JR, EdD, CESO VI
SUC President II

Conforme:


ANACLETO A. MAQUILING
Owner

A. MAQUILING CONSTRUCTION AND SUPPLY

Date: 6-28-2023



Republic of the Philippines
ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY
BIDS AND AWARDS COMMITTEE
Tiwi, Barotac Nuevo, Iloilo | email: iscofmainbac@gmail.com
website: iscof.edu.ph | Contact No: (+63)9563964048



Iloilo State University of Fisheries Science and Technology

Reference Number: 9776870
**Repair & Maintenance of
the College of Management
Building**
ISUFST Main Tiwi Site
Tiwi, Barotac Nuevo, Iloilo

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

NOTICE TO PROCEED

June 30, 2023

A.MAQUILING CONSTRUCTION AND SUPPLY
Brgy. Tigum, Pavia, Iloilo

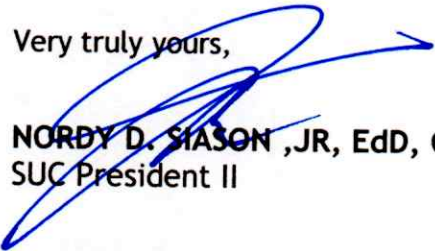

Dear Sir/Madame:

The attached Contract Agreement having been approved, notice is hereby given to **A. MAQUILING CONSTRUCTION AND SUPPLY** that work may proceed on the project: **"REPAIR & MAINTENANCE OF THE COLLEGE OF MANAGEMENT BUILDING"** 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.

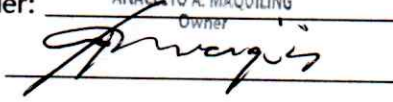
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Iloilo State College of Fisheries.

Very truly yours,


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

I acknowledge receipt of this Notice on July 31, 2023

Name of the Representative of the Bidder: ANACLETO A. MAQUILING
Owner

Authorized Signature: 

**CONTRACT AND AGREEMENT
FOR THE REPAIR AND MAINTENANCE OF THE COLLEGE OF
MANAGEMENT BUILDING**



KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 28TH day of June year 2023 at ISUFST, Tiwi Site, Tiwi, Barotac Nuevo, Iloilo.

The ILOILO STATE UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY 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

A. MAQUILING CONSTRUCTION AND SUPPLY with the office address at Brgy. Tigum, Pavia, Iloilo Iloilo by **ANACLETO A. MAQUILING**, 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 Public Bidding;

WHEREAS, the total amount of award for completion of the **WORKS** is **P2,579,703.93 (Two Million Five Hundred Seventy Nine Thousand Seven Hundred Three & 93/100) Philippine Peso**.

WHEREAS, **THE WHOLE** works in the **PROJECT** as covered by this **CONTRACT** shall be completed within **120 (One Hundred Twenty) 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

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

JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs

JOHNNY B. DOLOR, EdD
Vice President for Administrative Affairs

ANACLETO A. MAQUILING
Authorized Managing Officer


ANACLETO A. MAQUILING
 Authorized Managing Officer


JOHNNY B. DOLOR, EdD
 Vice President for Administrative Affairs


JOAN M. BELGA, PhDScEd
 Vice President for Academic Affairs


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

- 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
- 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
1	1	lot	Demolition of walls and flooring and hauling of debris	45,000	45,000.00
2	1	lot	Scaffolding and form works	25,872.00	25,872.00
3	2	Cu.m.	Concreting Works	11,634.00	23,268.00
4	20	Sq.m.	Masonry Works	1,392.58	27,851.60
5	1	lot	Installation of Canopy	32,144.00	32,144.00
6	40	Sq.m	Plastering Works	327.04	13,081.60
7	475	Sq.m	Ceiling Works	576.20	273,694.40


ANACLETO A. MAQUILING
 Authorized Managing Officer


JOHNNY B. DOLOR, 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


8	1	lot	Doors and Windows	295,400.00	295,400.00
9	1	lot	Fixtures and Installation of wall fans	187,824.00	187,824.00
10	800	Sq.m	Tiling Works	1,010.00	808,068.80
11	2500	Sq.m	Painting Works	138.50	346,248.00
12	1	lot	Fabrication and installation of exits stairs	126,271.04	126,271.04
13	1	lot	Fabrication and Installation of white board	343,956.48	343,956.48
14	1	lot	Refurbish and repaint of window grills	31,024.00	31,024.00
			Total		P2,579,703.93

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 773,911.18 (Seven Hundred Seventy Three Thousand Nine Hundred Eleven & 18/100) 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 UNIVERSITY OF FISHERIES SCIENCE AND TECHNOLOGY may at his discretion, terminate or rescind the contract pursuant to existing laws. Rules and regulations.

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

$$VUUP = TCP - VCUP$$


ANACLETO A. MAQUILING
Authorized Managing Officer


JOHNNY B. DOLOR, EdD
Vice President for Administrative Affairs


JOAN M. BELGA, PhDScEd
Vice President for Academic Affairs


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

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, 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 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)


**A. MAQUILING CONSTRUCTION
AND SUPPLY**

(PARTY OF THE SECOND PART)


BY:

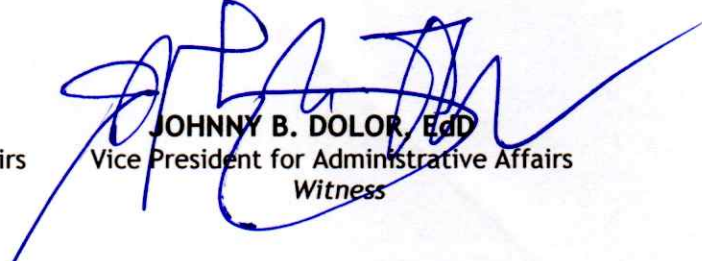

NORDY D. SIASON JR., EdD, CESO VI
SUC President II

BY:


ANACLETO A. MAQUILING
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

[Signature]
ANACLETO A. MAQUILING
 Authorized Managing Officer

[Signature]
JOHNNY B. DOLOR, EdD
 Vice President for Administrative Affairs

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 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 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.: 207
 Book No.: 18
 Page No.: 43
 Series of 2023.

DENNIS D. JUANON
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2023
 NOTARIAL COMMISSION NO. 46
 P.L.R. A.F. LOPEZ BLDG., IZNART ST., ILOILO CITY
 TSP NO. 253697/12-27-2022/PASIG CITY
 PTR NO. 8081353/01-03-2023/ILOILO CITY
 ROLL NO. 26173-MCLEEN 7. VII-2023

[Signature]
JOAN M. BELGA, PhDScEd
 Vice President for Academic Affairs

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