



Iloilo State University of Fisheries Science and Technology

Reference Number: 9877255
Repair & Maintenance of CFAS Faculty room
 ISUFST-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. 067-055 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 & MAINTENANCE OF CFAS FACULTY ROOM” with the Approved Budget of the Contract in the amount of Four Hundred Fourteen Thousand One Hundred Twelve & 80/100 Pesos (Php414,112.80) 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, two (2) prospective bidders submitted the Request for Quotation for “REPAIR & MAINTENANCE OF CFAS FACULTY ROOM”, during the opening of bids on June 29, 2023 at 10:00 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 |
|--------------------------------------|--------------------|--------------------------|---------------------|------------------------|
| A. MAQUILING CONSTRUCTION AND SUPPLY | P309,751.25 | P309,751.25 | 25.20% | 1 ST , LCRB |
| ALJ CONSTRUCTION & SUPPLY | P398,620.10 | P398,620.10 | 3.74% | 2 ND |



BAC Resolution Declaring LCRB and Recommending Approval
RESOLUTION NO. 067-055 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, **A. MAQUILING 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 **A. MAQUILING CONSTRUCTION & SUPPLY** as the Lowest Calculated Responsive Bidder for the “**REPAIR & MAINTENANCE OF CFAS FACULTY ROOM**”`;
- b) To recommend for approval by the SUC President II, DR. **NORDY D. SIASON, JR.** of the Iloilo State University of Fisheries Science and Technology the foregoing findings;
- c) To recommend issuance of Notice of Award and Notice to Proceed to **A. MAQUILING CONSTRUCTION & SUPPLY** as the Lowest Calculated Responsive Bidder for the “**REPAIR & MAINTENANCE OF CFAS FACULTY ROOM**”.

RESOLVED, at the BAC Office of the Iloilo State University of Fisheries Science and Technology-Main Tiwi Site, Tiwi, Barotac Nuevo, Iloilo this 3rd day of July, 2023.

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

HANNAH B. DATIVAS
 Member

PATRICK LANCE L. NACION
 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: _____



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



Iloilo State University of Fisheries Science and Technology

Reference Number: 9877255
**Repair & Maintenance of CFAS
Faculty room**
ISCOF-Main Tiwi Campus
Tiwi, Barotac Nuevo, Iloilo

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

NOTICE OF AWARD

July 4, 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 CFAS FACULTY ROOM** is hereby awarded to you as the Bidder with the Lowest Calculated Responsive Bid at the Contract Price equivalent to **Three Hundred Nine Thousand Seven Hundred Fifty One & 25/100 Pesos (Php309,751.25)** 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,


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

Conforme:


ANACLETO A. MAQUILING
Owner

A. MAQUILING CONSTRUCTION AND SUPPLY

Date: July 5, 2023



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



Iloilo State University of Fisheries Science and Technology

Reference Number: 9877255
Repair & Maintenance of CFAS
Faculty room
ISUFST-Main Tiwi Campus
Tiwi, Barotac Nuevo, Iloilo

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

NOTICE TO PROCEED

July 10, 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 CFAS FACULTY ROOM”** 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. SIASON, JR, EdD, CESO VI
SUC President II

I acknowledge receipt of this Notice on July 12, 2023

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

Authorized Signature: 

**CONTRACT AND AGREEMENT
FOR THE REPAIR AND MAINTENANCE OF CFAS FACULTY ROOM**



KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 5TH day of July 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 **P309,751.25 (Three Hundred Nine Thousand Seven Hundred Fifty One & 25/100) Philippine Peso**.

WHEREAS, **THE WHOLE** works in the **PROJECT** as covered by this **CONTRACT** shall be completed within **Sixty (60) 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


ANACLETO A. MAQUILING
Authorized Managing Officer


JOHNNY B. DOLERA, 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

- 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 | 63 | Sq.m | Tiling Works | 1,943.05 | 122,412.15 |
| 2 | 65 | sq.m | Ceiling Works | 891.54 | 57,950.10 |
| 3 | 1 | lot | Doors | 66,437.80 | 66,437.80 |
| 4 | 65 | Sq.m | Painting Works | 347.88 | 22,612.20 |
| 5 | 1 | Lot | Electrical Works | 36,335.00 | 36,335.00 |
| 6 | 1 | lot | Billboard | 4,004.00 | 4,004.00 |
| | | | Total | | P309,751.25 |


MACLETO A. MAQUILING
 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


ANACLETO A. MAQUILANG
Authorized Managing Officer


JOHNNY B. DOLOR, EdD
Vice President for Administrative Affairs


JOAN M. BELCA, PhDScEd
Vice President for Academic Affairs


NORDY D. SIASON, JR., EdD, CESO VI
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 92,925.38 (Ninety Two Thousand Nine Hundred Twenty Five & 38/100) 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.

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

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, 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.


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

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)

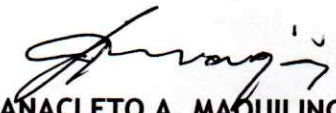
**A. MAQUILING CONSTRUCTION
AND SUPPLY**

(PARTY OF THE SECOND PART)

BY:

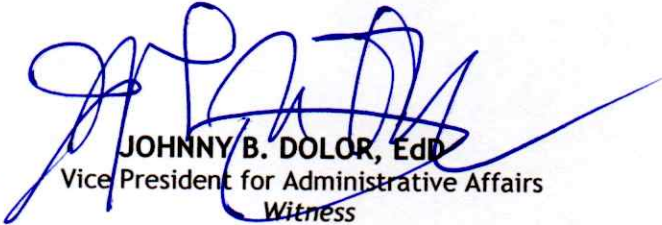

NORDY D. STASON JR., EdD, CESO VI
SUC President II

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

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


ANACLETO A. MAQUILING
Authorized Managing Officer

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.: 209
Book No.: 4
Page No.: 43
Series of 2023.

DENNIS D. JUANON
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
NOTARIAL COMMISSION NO. 46
FLR. A.F. LOPEZ BLDG., IZNART ST., ILOILO CITY
ISP NO. 253697/12-27-2022/PASIG CITY
PTR NO. 8081353/01-03-2023/ILOILO CITY
ROLL NO. 26173-MGLEE NO. VII-002391


JOHNNY B. DOLOK, 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