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Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
REGION 1

Aguila Road, Sevilla, City of San Fernando, La Union

www.region1.dilg.gov.ph

BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 2022-91

DECLARING RCD GENERAL CONTRACTOR AND CONSTRUCTION SUPPLY AS LOWEST CALCULATED AND RESPONSIVE BIDDER (LCRB) AND RECOMMENDING AWARD FOR THE PROJECT: CONSTRUCTION OF DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT PROVINCIAL BUILDING (ILOCOS NORTE)

WHEREAS, the Bids and Awards Committee (BAC) of the Department of the Interior and Local Government Regional Office 1 (DILG RO 1) posted the Invitation to Bid for the Construction of Department of the Interior and Local Government Provincial Building (Ilocos Norte) in the PHILGEPS, DILG RO1 website, and conspicuous place in the DILG Regional Office for seven (7) days from October 3 to 13, 2022;

WHEREAS, the Approved Budget for the Contract (ABC) is Six Million Three Hundred Ninety Nine Thousand Nine Hundred Ninety Nine and 91/100 Pesos Only (Php6,399,999.91);

WHEREAS, on October 24, 2022, 2:01 PM and October 25, 2022, 2:00 PM, the scheduled opening and evaluation of bids, respectively, four (4) bidders submitted their respective bid proposals, namely, RCD General Contractor and Construction Supply, KRB Construction, Zedik Builders, and JSB Engineering Services, all from Laoag City;

WHEREAS, after the bid evaluation, the ranking is as follows: Rank 1 - KRB Construction; Rank 2 – RCD General Contractor and Construction Supply; and Rank 3- Zedik Builders; JSB Engineering Services was declared ineligible due to its non-compliance to the required percentage for SLCC;

WHEREAS, KRB Construction having been declared as the Lowest Calculated Bidder was post qualified on October 27; however, the BAC declared it as post-disqualified per BAC Resolution Number 2022-83 due to its non-responsiveness on various technical and financial documents;

WHEREAS, KRB Construction was duly notified on its post-disqualification on November 2, 2022; as of today, November 10, 2022, the BAC did not receive any request for reconsideration from KRB Construction;

WHEREAS, in view of the post disqualification of KRB Construction, RCD General Contractor and Construction Supply as Rank 2 was post qualified on November 3, 2022;

WHEREAS, on November 4, 2022, 2:00PM during the deliberation of the Post Qualification Report for RCD General Contractor and Construction Supply, the BAC in its Resolution No. 2022-90 declared RCD General Contractor and Construction Supply responsive to the requirements of the project;

WHEREAS, the BAC convened today, November 10, 2022, 2:01PM to deliberate on the procurement project at hand;


NOW THEREFORE, RESOLVE AS IT IS HEREBY RESOLVED:

1. To declare RCD General Contractor and Construction Supply as the Lowest Calculated and Responsive Bidder (LCRB) for the Construction of Department of the Interior and Local Government Provincial Building (Ilocos Norte) with a bid amount of Five Million Six Hundred Thirty Two Thousand Fifteen Pesos and 97/100 (P5,632,015.97); and
2. To recommend the award of contract to the LCRB.


RESOLVED FURTHER, to furnish the Finance and Administrative Division (FAD) a copy of this Resolution for its reference and guidance.


ADOPTED: DILG Regional Office 1 Conference Room. November 10, 2022 via Hybrid Conference.


Certified Correct:

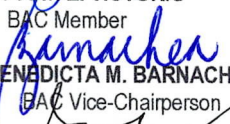

MARIFE M. DOCULAN
 Head, BAC Secretariat


Attested by:


ATTY. CHESTER S. CAYABAS-DIWAS
 BAC Member



SHARWYN M. SANGEL
 BAC Member


LILY-ANN Z. VICTORIO
 BAC Member


BENEDICTA M. BARNACHEA
 BAC Vice-Chairperson


PEDRO D. GONZALES
 BAC Chairperson


LESLIE CAROL L. ISIP
 BAC Member


ALICIA C. BANG-OA
 BAC Member/ End-User

APPROVED / DISAPPROVED:


AGNES A. DE LEON, CESO V
 OIC-Regional Director/ HOPE

"Matino, Mahusay at Maaasahan"

Tel. Nos. (072) 888 2108 • 888 2289 • 888 2294 • 888 3106
 888 7695 • 607 1245 • 607 1531 • 607 4467 to 70

REPUBLIC OF THE PHILIPPINES)
SAN FERNANDO CITY, LA UNION S.S.

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** made and entered into this 23rd day of November 2022 by and between:

The **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT REGIONAL OFFICE 1**, represented herein by **DIR. AGNES A. DE LEON, CESO V, OIC - Regional Director**, with office and postal address at Aguila Road, Sevilla Norte, City of San Fernando, La Union 2500, herein referred to as the **First Party**,

- and -

The **RCD General Contractor and Construction Supply** represented herein by **MR. ROBERT C. DURAN, Manager** with business address at Laoag City, Ilocos Norte herein referred to as the **Second Party**.

1. INTERPRETATION OF CONTRACT

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.

2. PURPOSE AND DATE OF CONTRACT

This contract is entered into for the purpose of Construction of Department of the Interior and Local Government Provincial Building (Ilocos Norte).

3. AMOUNT OF CONTRACT

The Client is desirous that the Contractor execute the Construction of Department of the Interior and Local Government Provincial Building (Ilocos Norte) at Laoag, Ilocos Norte (hereinafter called the "WORKS") and the Client has accepted the Bid for **Five Million Six Hundred Thirty-Two Thousand Fifteen Pesos and Ninety-Seven Centavos Only (P5,632,015.97)** by the Contractor for the execution and completion of such works and the remedying of any defects therein;

4. MANNER OF PAYMENT (PROGRESS BILLING)

That the CLIENT shall pay the contractor in three (3) tranches based on the submitted Statement of Work Accomplished and Inspection Reports with reference to the submitted PERT/CPM duly approved by the CLIENT and subject to the usual accounting rules and regulations.

In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works and remedy any defects therein inconformity with the provisions of this Contract in all respects.

*Kind
 forw 11-23-22*

Signature

5. NECESSARY DOCUMENTS:

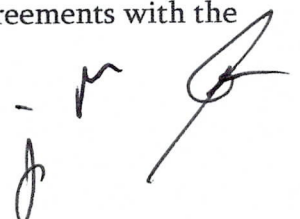
The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

- a. General and Special Conditions of Contract;
- b. Drawings/Plans;
- c. Specifications;
- d. Invitation to Bid;
- e. Instructions to Bidders;
- f. Bid Data Sheet;
- g. Bid Form, including all documents/statements contained in the Bidder's bidding envelopes and all other documents submitted;
- h. Eligibility requirements, documents and/or statements;
- i. Performance Security;
- j. Notice of award of Contract and the Bidder's conforme thereto;
- k. Construction Schedule and S-curve;
- l. Manpower Schedule;
- m. Construction Method;
- n. Equipment utilization schedule;
- o. Construction Safety and Health Program approve by DOLE;
- p. PERT/CPM or other acceptable tools of project scheduling for infrastructure project;
- q. Other contract documents that may be required by existing laws and/or the Client.

6. CONTRACTOR'S RESPONSIBILITIES

The Contractor will supervise and be solely responsible for all construction means, methods, techniques and procedures for the Work. Unless specifically agreed in writing, the Contractor will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery transportation and other facilities and services necessary for execution and completion of Work.

The Contractor commits to adhere and undertake the following agreements with the Client:

A handwritten signature in black ink, appearing to be 'J. M.', is located in the bottom right corner of the page.

- a. All workers should wear appropriate working uniform with ID duly provided by the Contractor.
- b. Refrain from making unnecessary noise as it may cause disturbance to the nearby offices.
- c. Proper use or wearing of Personal Protective Equipment (PPE) appropriate to the nature of work shall always be observed.
- d. Provide body harness for any activity six (6) feet above the ground and other safety measures necessary in the completion of the work.
- e. Contractor shall be responsible for full provision of electricity and water requirements for the works.
- f. Strictly "No Smoking" within the area at all times;
- g. Provide a standby one (1) unit 20 pound fire extinguisher;
- h. Provide First Aid Kit;
- i. Perform everyday housekeeping (30 minutes before the end of a day work);
- j. Bunkhouse or similar structure can be built within the area;
- k. Allowed to work overtime on weekdays and on Saturdays, Sundays and Holidays with the approval of the Client.
- l. It will keep the Site premises free from the accumulation of waste and rubbish caused by the Work and, upon completion of the Work, will remove all its waste material from the Project as well as of its tools, equipment and surplus materials.
- m. It shall submit accomplishment report based on the approved S-curve per month.

7. ACCESS TO THE CONSTRUCTION SITE

The Client or its duly authorized representative shall have access to the project site for inspection pursuant to DILG Regional Order No. _____.

The Inspection team shall have no right to negotiate with the Contractor in behalf of the Client but only to inspect the implementation of this contract and the implementation of the program of works. Any representative of the Contractor shall have no business to deal with the inspection team. Any report which shall be prejudicial to the work or for both parties shall be resolved by the head of the Client and of the Contractor or their duly authorized representatives.

8. QUALITY OF WORK AND DECLARATION OF WARRANTIES

The Contractor will complete the Work according to the plans, specifications and other documents that comprise this contract. Upon substantial completion of the work, all



works that in the Client's reasonable opinion is not yet complete or which fails to meet contract requirements will be specified in a report executed and will be promptly corrected by the Contractor, and all costs or damages to other portions of the project resulting from such defective work or correction thereof will be paid by the Contractor.

The Contractor warrants that all of the materials used in performing the Work will be new and upon the approval of the Client unless otherwise specified and that all Work will be of good quality and in conformance with applicable building codes and laws.

The Contractor warrants that the work will be free from defects in materials and workmanship for a period of One (1) Year from the date of the acceptance of the Client. The Contractor will obtain for the Client's benefits and assign to the Client, all manufacturer's warranties applicable to materials or equipment installed by the contractor or any of its subcontractors.

Any variation orders requested by the Client to the Contractor shall be of no effect unless reduced in writing.

9. AUTHORIZED DELAY CONDITIONS

The Contractor is responsible to notify in writing, the Client for the occurrence of Unforeseen Events which will cause the delay of the completion of the Work. Such cause will be authorized provided that the delay shall not exceed thirty (30) days upon receipt by the Client of the said notice.

10. DISPUTE RESOLUTION

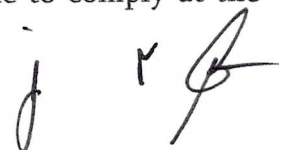
10.1 Any dispute arising from the terms and conditions of this contract shall be amicably settled by the parties concerned. However, in the event that no settlement reached by the parties, a suit shall be filed in court of City of San Fernando, La Union for the enforcement of this Contract.

10.2 In case of breach of this Contract, the Contractor shall pay the amount of liquidated damages which shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of Contract, the Client may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

11. ANY DOCUMENTS/LICENSE REQUIRED BY LOCAL GOVERNMENT UNIT

The Contractor will comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over/performance of the Work.


Any license/permits or any documents necessary for the implementation of this program of work and for this contract shall be the sole responsibility of the Contractor. In the event that the contractor fails to secure or comply with the requirements of the LGU concerned, the Client shall be the one to comply at the



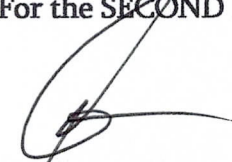
expense of the Contractor. In such case, the Contractor shall pay the cost in favor of the Client.

IN WITNESS THEREOF, the parties have hereunto affixed their signatures this _____ day of November, 2022 in the City of San Fernando, La Union.


For the FIRST PARTY:


AGNES A. DE LEON, CESO V
OIC -Regional Director
DEPARTMENT OF THE INTERIOR AND
LOCAL GOVERNMENT- REGION 1

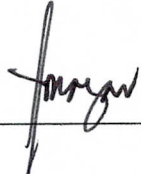
For the SECOND PARTY:


ROBERT C. DURAN
Manager
RCD GENERAL CONTRACTOR
AND CONSTRUCTION SUPPLY


Witness:



Witness:



CERTIFIED FUNDS AVAILABLE:


MERCEDES C. LLANES
AO V/ Regional Budget Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
SAN FERNANDO CITY, LA UNION) S.S.

BEFORE ME, a Notary Public for and in SAN FERNANDO CITY, LA UNION, this
NOV 23 2022, personally appeared

AGNES A. DE LEON, CESO V

TIN: _____

MR. ROBERT C. DURAN

TIN: _____

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, said instrument consisting of three (3) pages, including the page on which this acknowledge is written, signed in each and every page thereof by the parties and their witnesses, and acknowledged to me that the same are their free act and voluntary deed.

WITNESS MY OFFICIAL SEAL and SIGNATURE, on the date and place above- written.

ATTY. ERNESTO V. RAFIN PH. L.
NOTARY PUBLIC UNTIL DECEMBER, 2022
SAN FERNANDO CITY, LA UNION
NOTARY PUBLIC
PTR # 6848284; IBP LIFETIME # 106847
2022 TIN # 172170614/ROLL # 5098
MCLE COM. # V1007213

Doc. No. 446
Page No. 90
Book No. 115
Series of 2022 h



Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
LOCAL GOVERNANCE REGIONAL RESOURCE CENTER 1

Regional Office I
Aguila Rd., Sevilla, San Fernando City, La Union
www.region1.dilg.gov.ph

NOTICE OF AWARD

November 15, 2022

MR. ROBERT C. DURAN

Owner/Manager

RCD General Contractor and Construction Supply

Laoag City, Ilocos Norte


Dear Mr. Duran:

This is to advise you that your bid dated October 24, 2022 for Public Bidding for the Construction of Department of the Interior and Local Government Provincial Building (Ilocos Norte) with a Contract Price equivalent to **Five Million Six Hundred Thirty-Two Thousand Fifteen Pesos and Ninety-Seven Centavos Only (P5,632,015.97)** is hereby accepted.


You are hereby required to provide within ten (10) days from receipt of this Notice of Award, to formally enter into contract with us, And to submit the **Performance Security** in the form and the amount stipulated in the Instructions to Bidders.

Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,


AGNES A. DE LEON, CESO V
OIC - Regional Director, DILG R1 and
Head of Procuring Entity

CONFORME:


MR. ROBERT C. DURAN
Owner/Manager
RCD General Contractor and Construction Supply
Laoag City, Ilocos Norte

Nov. 18 / 2022



Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
LOCAL GOVERNANCE REGIONAL RESOURCE CENTER 1

Regional Office I
Aguila Rd., Sevilla, San Fernando City, La Union
www.region1.dilg.gov.ph

NOTICE TO PROCEED

November 23, 2022

MR. ROBERT C. DURAN

Owner/Manager
RCD General Contractor and Construction Supply
Laoag City, Ilocos Norte

Dear Mr. Duran:

The attached **CONTRACT OF AGREEMENT** having approved, notice is hereby given to **RCD General Contractor and Construction Supply** that works may commence on the **Construction of Department of the Interior and Local Government Provincial Building (Ilocos Norte)** effective immediately for 7 calendar days after the receipt of this notice.

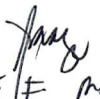
Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

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 DILG Regional Office I. Aguilá Rd., Sevilla, San Fernando City, La Union.

Very truly yours,


AGNES A. DE LEON, CESO V
OIC - Regional Director, DILG 1 and
Head of Procuring Entity 

RECEIVED BY:


JANICE JANE F. MARZAN 11-23-22
MR. ROBERT C. DURAN
Owner/Manager
RCD General Contractor and Construction Supply
Laoag City, Ilocos Norte