



BAC Resolution Declaring the Lowest Calculated and Responsive Bidder and
Recommending Approval

Resolution No. CW 2024-07-096c

WHEREAS, the Philippine Normal University, in compliance with RA 9184, posted/advertised the Invitation to Bid for the **Repair and Improvement of Covered Walkways (Pecson to Finance Building)** on July 30-August 19, 2024 in PhilGEPS, PNU BAC Bulletin Board and PNU Website with an approved budget of **Five Million Eight Hundred Seventeen Thousand One Hundred Ninety-Eight pesos and 46/100 only (Php 5,817,198.46)** for the contract;

WHEREAS, a **Pre-Bid Conference** was conducted last **6 August 2024 (Tuesday)** at the Pedro T. Orata Hall (Room 103), wherein eight (8) interested contractors attended the Conference, namely:

- 1. **Zaney Builders and Supply** represented by Ms. Angelica Viñas (zaneyabuilders@yahoo.com)
- 2. **J. G. Engineering Services** represented by Mr. Jason Galvan (tep.garcia1116@gmail.com)
- 3. **Gamma A. Builders** represented by Mr. Alan Arquillo, Jr. (gammaa.mnl@gmail.com)
- 4. **Duamon Construction and Supply** represented by Mr. Jeffrey O. Faderon (systemanalyst2017@gmail.com)
- 5. **Arditech Corporation** represented Ms. Divina Tago-on (arditechcorporation@gmail.com)
- 6. **Wilfredo M. David Builders** represented by Mesdames Alicia Baltazar and Girlie Ignacio and Mr. Roldan Carillo (dwmconstruction@yahoo.com)
- 7. **Trilex Builders** represented by Ms. Kim Morales (infrastructure@tbcsi.ph)
- 8. **Guilland Construction and Trading** represented by Mr. Bryan Po (guilland11316@gmail.com)

WHEREAS, the Regular Bids and Awards Committee (BAC) has scheduled and conducted the **Opening of Bids** on **20 August 2024 (Tuesday)** at 1:00 PM held at the Pedro T. Orata Hall (Room 103);

WHEREAS, during the scheduled Opening of Bids, six (6) contractors bought the Official Bid Documents, and submitted Bid, namely: **Calooy Construction, Gamma A. Builders, Arditech Corporation, J. G. Engineering Services, Duamon Construction and Supply, and Ultimos Construction Corporation;**

WHEREAS, the summary of the Opening of Financial Bids are as follows:

ITEM	Bidder/s	Bid Amount	Remarks
1 Lot - Repair and Improvement of Covered Walkways (Pecson to Finance Building) (ABC: (P 5,817,198.46)	Calooy Construction	5,202,307.09	Eligible
	Gamma A. Builders	5,688,032.19	Eligible
	Arditech Corporation	5,137,868.07	Eligible
	J. G. Engineering Services	4,578,313.29	Eligible



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 317-1768 loc. 738

	Duamon Construction and Supply	4,989,863.31	Eligible
	Ultimos Construction Corporation	5,344,113.17	Eligible

WHEREAS, during the Technical Evaluation conducted by the Technical Representative, **Calooy Construction, Arditech Corporation, J. G. Engineering Services, Duamon Construction and Supply, and Ultimos Construction Corporation** failed to comply and satisfy the Eligibility Documents, particularly the requirements specified in the Bidding Documents;

WHEREAS, on **10 September 2024 (Tuesday)**, **J.G. Engineering Services** was formally issued a Notice of Non-Compliance thru email which was subsequently acknowledged receipt by the said bidder on **11 September 2024 (Wednesday)** also thru email;

WHEREAS, on **17 September 2024 (Tuesday)**, **Calooy Construction** was formally issued a Notice of Non-Compliance thru email which was subsequently acknowledged receipt by the said bidder on **24 September 2024 (Tuesday)** also thru email;

WHEREAS, on **30 September 2024 (Monday)**, **Duamon Construction and Supply** was formally issued a Notice of Non-Compliance thru email which was subsequently acknowledged receipt by the said bidder also on **30 September 2024 (Monday)** also thru email;

WHEREAS, on **3 October 2024 (Thursday)**, **Arditech Corporation** was formally issued a Notice of Non-Compliance thru email which was subsequently acknowledged receipt by the said bidder on **4 October 2024 (Friday)** also thru email;

WHEREAS, on **8 October 2024 (Tuesday)**, **Ultimos Construction Corporation** was formally issued a Notice of Non-Compliance thru email which was subsequently acknowledged receipt by the said bidder on **11 October 2024 (Friday)** thru phone call;

WHEREAS, during the detailed Technical Evaluation conducted by the Technical Representative, **Gamma A. Builders** complied and satisfied all the requirements specified in Section VI. Specifications of the bidding documents;

WHEREAS, upon arithmetical computation, **Gamma A. Builders'** Financial Bid amounting to **Five Million Six Hundred Eighty-Eight Thousand Thirty-Two pesos and 19/100 only (₱ 5,688,032.19)** with an equivalent of 2.00% (**₱ 129,166.26**) variance from the ABC was then declared as the Lowest Calculated Bid, subject to further evaluation to ascertain, verify, and validate the submitted bid;

WHEREAS, on **17 October 2024 (Thursday)**, the BAC, Technical Working Group (TWG), and BAC Secretariat conducted the Post Qualification assessment on the submitted bids by **Gamma A. Builders**, and was found to have complied with all the requirements and conditions specified in the bidding documents and have passed the post qualification after having verified, validated and ascertained its bid documents;

WHEREAS, upon careful examination, verification and validation of the eligibility, technical and financial requirements submitted by **Gamma A. Builders**, its bid of **Five Million Six Hundred Eighty-Eight Thousand Thirty-Two pesos and 19/100 only (₱ 5,688,032.19)** was found to be responsive; and



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 317-1768 loc. 738

NOW, THEREFORE, WE, the Members of the Regular Bids and Awards Committee do hereby **RESOLVE** as it is hereby **RESOLVED**:

- That **Gamma A. Builders** be declared as the Lowest Calculated Responsive Bid in consideration of its total amount of Bid equal to **Five Million Six Hundred Eighty-Eight Thousand Thirty-Two pesos and 19/100 only (₱ 5,688,032.19)**;
- That we, the members of the Bids & Awards Committee (BAC), as per PNU Special Order No. 281, Series of 2024 dated 31 July 2024, recommends to the Head of the Procuring Entity (HoPE) to award the Contract as detailed in this BAC Resolution; and
- That, a **Notice of Award (NOA)** be issued to **Gamma A. Builders**, upon adoption and approval of this BAC Resolution.

RESOLVED, during the Regular Meeting held on November 6, 2024 at Pedro T. Orata Hall (Room 103).

BIDS AND AWARDS COMMITTEE

Resolution No. CW 2024-07-096c


DENMARK L. YONSON
Chair


HELEN A. ADVINCULA
Member


JENNY C. MALITAO
Vice-Chair

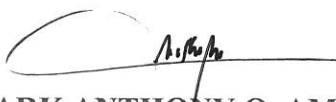

FLORENCE A. ALLEJOS
Member


JAMES V. BAILON
Member


JENITH M. DE GUZMAN
Member


JOHN D. TADEJA JR.
Member


JOHN P. NATIVIDAD
End-User


MARK ANTHONY Q. AMUL
Technical Representative

APPROVED


BERT J. TUGA
University President



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 317-1768 loc. 738

NOTICE OF AWARD

November 06, 2024

Mr. ALAN G. ARQUILLO JR.
Gamma A. Builders
Lot 1, Block 106, Andrews Avenue, Brgy. 185,
Pasay City, Metro Manila
854-6513 / 0947-4208118
gammaa.mnl@gmail.com

Dear Mr. Arquillo:

We are pleased to inform you that based on the findings of the Bids and Awards Committee, the contract for the **Repair and Improvement of Covered Walkways (Person to Finance Building)** is hereby awarded to **Gamma A. Builders** pursuant of BAC Resolution No. **CW 2024-07-096c** dated **October 23, 2024**.

Thus, notice is hereby given that the contract for the procurement of the project will be awarded to **Gamma A. Builders** in the total amount of **Five Million Six Hundred Eighty-Eight Thousand Thirty-Two pesos and 19/100 only (P 5,688,032.19)**, subject to submission within ten (10) calendar days from receipt hereof a Performance Security, valid until the issuance of the Certificate of Acceptance, in any of the following forms:


- a. Cash or cashier's/manager's check issued by a universal or commercial bank or bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank: provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank equivalent to ten percent (10%) of the total contract price (P 568,803.22); or
- b. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to thirty percent (30%) of the total contract price (P 1,706,409.66).

as provided under the Revised Implementing Rules and Regulations of Republic Act No. 9184.

Failure to provide the performance security shall constitute ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

By Authority of the Board of Regents:


BERT J. FUGA
President

Conforme:


ALAN G. ARQUILLO JR.
Name of Authorized Representative

November 13, 2024

Date



PROJECT: Repair and Improvement of Covered Walkways (Pecson to Finance Building)

CONTRACT NO: 24-11-0406

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this _____ day of _____, 2024 between the PHILIPPINE NORMAL UNIVERSITY (PNU) represented herein by its President Dr. BERT J. TUGA, with Office address at PNU, Taft Avenue, City of Manila, hereinafter called the "ENTITY" and GAMMAA A. BUILDERS represented by its Authorized Representative, Mr. ALAN G. ARQUILLO JR., duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at Lot 1 Blk 106 Andrew Avenue, Pasay City, hereinafter called the "CONTRACTOR".

WHEREAS, PNU seeks to continuously improve its service to stakeholders, and one way of achieving this is to renovate the existing facilities;

WHEREAS, the renovation of the existing facilities is also part of developing the campus in terms of aesthetic and environment;

WHEREAS, PNU deems it necessary to undertake the Repair and Improvement of the Covered Walkways connecting the Pecson and Finance Buildings to ensure the safety, comfort, and convenience of its employees and students; and

WHEREAS, the Entity is desirous that the Contractor execute Repair and Improvement of Covered Walkways (Pecson to Finance Building) (CW 2024-07-096) hereinafter called the "WORKS" and the Entity has accepted the Bid for Five Million Six Hundred Eighty-Eight Thousand Thirty-Two pesos and 19/100 only (₱ 5,688,032.19) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - (b) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- (c) Performance Security;
- (d) Notice of Award of Contract and the Bidder's conforme thereto; and
- (e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Five Million Six Hundred Eighty-Eight Thousand Thirty-Two pesos and 19/100 only (P 5,688,032.19)** or such other sums as may be ascertained, **Gammaa A. Builders** agrees to **Repair and Improvement of Covered Walkways (Pecson to Finance Building)** in accordance with his/her/its Bid.
4. The **Philippine Normal University** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

WHEREAS, the **CONTRACTOR** has offered his services to **ENTITY** and the latter is willing to accept the services of the former under such terms and conditions prescribed under this contract.

WHEREAS, the following documents, hereinafter referred to as Contract Documents, shall be deemed integral parts of this Contract, as fully as if hereto attached or herein stated, and shall continue to govern and control in full force and effect, the rights and obligations of the parties as if the documents were set forth in full, except as otherwise modified by mutual agreement in writing of both parties, to wit;

Annex "A" Settlement of Disputes

Annex "B" Termination of Contracts

This Agreement becomes binding and valid upon approval by the proper authorities.

WITNESS

ALAN G. ARQUILLO JR.
CONTRACTOR

LORDINIO A. VERGARA
UP-FA

BERT J. TUGA
PRESIDENT



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

GAMMAA A. BUILDERS


ALAN G. ARQUILLO JR.
Authorized Representative

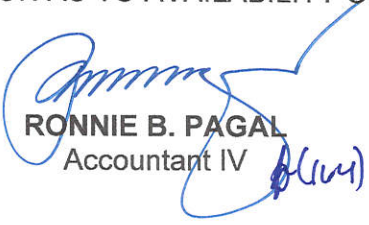

Representative
Witness

**REPUBLIC OF THE PHILIPPINES
PHILIPPINE NORMAL UNIVERSITY**


BERT J. TUGA
President


LORDINIO A. VERGARA
Vice President for
Finance and Administration
Witness

CERTIFICATION AS TO AVAILABILITY OF FUNDS


RONNIE B. PAGAL
Accountant IV



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

REPUBLIC OF THE PHILIPPINES)

Pasay City) S.S.

ACKNOWLEDGEMENT


27 NOV 2024


BEFORE ME, a Notary Public this _____ day of _____ 2024 at the **Pasay City** Manila, personally appeared:

Name	Gov't. ID No./CTC	Issued On/At
1. BERT J. TUGA	PO412658D	Sub. 18, 2019 / Manila
2. ALAN G. ARQUILLO JR.	N03 - 09 - 023700	Til 05/18 / 2033

Known to me and to me known to be the same persons who executed the CONTRACT together with the ANNEXES consisting of seven (7) pages including this page of acknowledgement and they acknowledged to me that the same is their free and voluntary act and deed, as well as the free act and deed of the entities they represent respectively.

WITNESS MY HAND AND SEAL on the date and place first above written.


ATTY. ELENA MELITA CHICA LLEDO
Notary Public for Pasay City
Notarial Commission Expires 12/31/24
Roll No. 38180 / PTR No. 24587668 / 1-3-2024
MCLE VII-0024746/5-7-2023
Address: 134 Valhala Street, Pasay City
CP No. 09178550624/09178745511


Doc No. 199
Page No. 89
Book No. 82
Series of 2024



ANNEX A: SETTLEMENT OF DISPUTES

Arbitration

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising from the implementation of a contract covered by the Act and this IRR shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and this IRR: Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

Appeals

The arbitral award and any decision rendered in accordance with the foregoing Section shall be appealable by way of a petition for review to the Court of Appeals. The petition shall raise pure questions of law and shall be governed by the Rules of Court.

WITNESS

ALAN G. ARQUILLO JR.
CONTRACTOR

LORDINIO A. VERGARA
VP-FA

BERT J. TUGA
PRESIDENT



ANNEX B: TERMINATION OF CONTRACTS

GROUND S FOR TERMINATION OF CONTRACTS

A. Termination for Default

The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:

- a) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870;
- b) Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or
- c) The Contractor:
 - i. abandons the contract works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - ii. does not actually have on the project site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved work plan and equipment deployment schedule as required for the project;
 - iii. does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
 - iv. neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
 - v. sub-lets any part of the contract works without approval by the Procuring Entity.

B. Termination for Convenience

The Procuring Entity may terminate the Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.


C. Termination for Insolvency

The Procuring Entity shall terminate the contract if the Supplier/Contractor/Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier/Contractor/Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier/Contractor/Consultant.


WITNESS


ALAN G. ARQUILLO JR.
CONTRACTOR


LORDINO A. VERGARA
VP-FA


BERT J. TUGA
PRESIDENT



D. Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined prima facie that the Supplier/Contractor/Consultant has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive and coercive practices;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

E. Termination by Contractor/Consultant

The Contractor may terminate its contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; or
- b) The prosecution of the work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

WITNESS

ALAN G. ARQUILLO JR.
CONTRACTOR

LORDINIO A. VERGARA
VP-FA

BERT J. TUGA
PRESIDENT



PHILIPPINE NORMAL UNIVERSITY
The National Center for Teacher Education
BIDS AND AWARDS COMMITTEE
Taft Avenue, Manila
Tel. No. 317-1768 loc. 738

NOTICE TO PROCEED

Date: November 15, 2024

Mr. ALAN G. ARQUILLO JR.
Gamma A. Builders
Lot 1, Block 106, Andrews Avenue, Brgy. 185,
Pasay City, Metro Manila
854-6513 / 0947-4208118
gammaa.mnl@gmail.com

Dear Mr. Arquillo:

The attached Contract having been approved, notice is hereby given to **Gamma A. Builders** that work may commence for the project: **Repair and Improvement of Covered Walkways (Pecson to Finance Building)** effective 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 Chair, Bids and Awards Committee.

Very truly yours,
By Authority of the Board of Regents


BERT J. TUGA
President

I acknowledge receipt of this Notice on (date of receipt) Nov. 27, 2024

Name of the Representative of the Bidder: Alan G. Arquillo Jr.

Authorized Signature: 