



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

Resolution No. CW 2025-03-037c

WHEREAS, the Philippine Normal University, in compliance with Republic Act No. 9184, posted and advertised the Invitation to Bid for the **Facilities Improvement Related to New Organizational Structure (OS) - Furniture, Fixtures and Equipment (Finance Building, Publication Office, MIS Office, Supply and Property Unit Office & PNU Gymnasium)** from March 7-26, 2025, through PhilGEPS, the PNU BAC Bulletin Board, and the PNU Website, with an approved budget of **Eight Million pesos and 00/100 only (Php 8,000,000.00)** for the contract;

WHEREAS, a **Pre-Bid Conference** was held on **March 14, 2025 (Friday)**, at the Pedro T. Orata Hall (Room 103), attended by five (5) interested contractors, as follows:

1. **Focal Crest Builders**, represented by Ms. Ma. Alexa Inovero
(focalcrest.builders@gmail.com)
2. **Global V Builders Co.**, represented by Mr. Michael Rosario and Ms. Olivia Rivera
(gvb.co.liv@gmail.com)
3. **Arditech Corporation**, represented by Ms. Al Jotham Mozol
(arditechcorporation@gmail.com)
4. **Guilland Construction & Trading**, represented by Mr. Bryan Po
(byronbyronpo@gmail.com)
5. **Chulvzs Construction Services**, represented by Mr. Edgardo B. Chulvo, Jr.
(chulvzs@gmail.com)

WHEREAS, the Regular Bids and Awards Committee (R-BAC) scheduled and conducted the **Opening of Bids** on **March 26, 2025 (Wednesday)** at 10:00 A.M. at the Edilberto P. Dagot Hall (Thesis Section);

WHEREAS, during the Opening of Bids, two (2) contractors, **Beth & Beron Construction** and **Guilland Construction & Trading**, purchased the Official Bid Documents and submitted a bid;

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

ITEM	Bidder/s	Bid Amount	Remarks
1 Lot - Facilities Improvement Related to New Organizational Structure (OS) - Furniture, Fixtures and Equipment (Finance Building, Publication Office, MIS Office, Supply and Property Unit Office & PNU Gymnasium) (ABC: (P 8,000,000.00))	Beth & Beron Construction	7,947,630.89	Eligible
	Guilland Construction & Trading	7,867,792.16	Eligible

(All document without PNU QS Stamp or Control Identifier are uncontrolled)



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

WHEREAS, during the detailed Technical Evaluation conducted by the Technical Representative, **Guilland Construction & Trading** complied with and satisfied all the requirements outlined in Section VI, Specifications of the bidding documents;

WHEREAS, upon arithmetical computation, the Financial Bid of **Guilland Construction & Trading**, amounting to **Seven Million Eight Hundred Sixty-Seven Thousand Seven Hundred Ninety-Two pesos and 16/100 (₱ 7,867,792.16)**, is 2.00% (₱ 132,196.03) from the Approved Budget for the Contract (ABC), was declared the Lowest Calculated Bid, subject to further evaluation to ascertain, verify, and validate the submitted bid;

WHEREAS, on **29 April 2025 (Tuesday)**, the BAC, Technical Working Group (TWG), and BAC Secretariat conducted the Post Qualification assessment on the submitted bids by **Guilland Construction & Trading**, 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 **Guilland Construction & Trading**, its bid of **Seven Million Eight Hundred Sixty-Seven Thousand Seven Hundred Ninety-Two pesos and 16/100 (₱ 7,867,792.16)** was found to be responsive;

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

- a. That **Guilland Construction & Trading** be declared as the Lowest Calculated Responsive Bid in consideration of its total amount of Bid equal to **Seven Million Eight Hundred Sixty-Seven Thousand Seven Hundred Ninety-Two pesos and 16/100 (₱ 7,867,792.16)**;
- b. 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
- c. That, a **Notice of Award (NOA)** be issued to **Guilland Construction & Trading**, upon adoption and approval of this BAC Resolution.

RESOLVED, via online referendum this 2nd day of May 2025.




BIDS AND AWARDS COMMITTEE

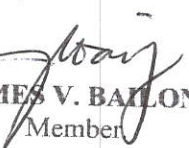
Resolution No. CW 2025-03-037c


DENMARK L. YONSON
Chair


HELENA A. ADVINCULA
Member


JENNY C. MALITAO
Vice-Chair

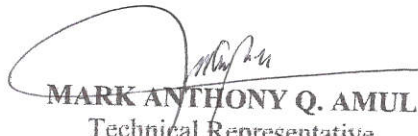

FLORENCE A. ALLEJOS
Member


JAMES V. BAILON
Member


JENITH M. DE GUZMAN
Member


JOHN D. TADEJA JR.
Member


JOHN R. NATIVIDAD
End-User


MARK ANTHONY Q. AMUL
Technical Representative

APPROVED


BERT J. TUGA
President



BIDS AND AWARDS COMMITTEE (BAC)



Taft Ave. cor. Ayala Blvd., Ermita, Manila



(+632) 5317-1768 loc. 731



bac.secretariat@pnu.edu.ph

NOTICE OF AWARD

April 30, 2025

Ms. RUBY D. BUENAVENTURA
Guilland Construction & Trading
BLOCK 5 LOT 44 AMARILYO CREST,
HAVILA, TAYTAY, RIZAL
7148-0560 / 8425-6211
guilland11316@gmail.com

Dear Ms. Buenaventura:

We are pleased to inform you that, following the findings of the Bids and Awards Committee, the contract for the **Facilities Improvement Related to New Organizational Structure (OS) - Furniture, Fixtures and Equipment (Finance Building, Publication Office, MIS Office, Supply and Property Unit Office & PNU Gymnasium)** is hereby awarded to **Guilland Construction & Trading** pursuant to BAC Resolution No. CW 2025-03-037c dated April 30, 2025.

Accordingly, notice is given that the contract for the procurement of the project will be awarded to **Guilland Construction & Trading** for the total amount of **Seven Million Eight Hundred Sixty-Seven Thousand Seven Hundred Ninety-Two pesos and 16/100 (₱ 7,867,792.16)**, subject to the submission of a Performance Security within ten (10) calendar days from the receipt of this notice. The Performance Security must remain valid until the issuance of the Certificate of Acceptance and can be provided in any of the following forms:

- 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. If issued by a foreign bank, it must be confirmed or authenticated by a universal or commercial bank. The amount required is ten percent (10%) of the total contract price, equivalent to ₱786,779.22.
- Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission, equivalent to thirty percent (30%) of the total contract price, or ₱2,360,337.65.

This is in compliance with the Revised Implementing Rules and Regulations of Republic Act No. 9184.

Failure to submit the required Performance Security within the specified period will result in the cancellation of the award and the forfeiture of the bid security.

Very truly yours,
By Authority of the Board of Regents:


BERT J. TUGA
President

Conforme:

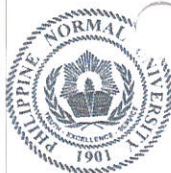

RUBY D. BUENAVENTURA

Name of Authorized Representative

14 May 2025
Date

(All documents without the PNU QS Stamp or Control Identifier are uncontrolled)





PROJECT: Facilities Improvement Related to New Organizational Structure (OS) - Furniture, Fixtures and Equipment (Finance Building, Publication Office, MIS Office, Supply and Property Unit Office & PNU Gymnasium)

CONTRACT NO. 25-04-0119

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this MAY 23 2025, 2025 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 **GUILLAND CONSTRUCTION AND TRADING** represented by its General Manager, **Ms. RUBY D. BUENAVENTURA**, duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at Block 5, Lot 44, Amarilyo Crest, Havila, Taytay, Rizal, hereinafter called the **"CONTRACTOR"**.

WHEREAS, the Bids and Awards Committee (BAC) is mandated to oversee the procurement of goods, works, and services for PNU in accordance with the Republic Act No. 9184 (Government Procurement Reform Act) and its Implementing Rules and Regulations (IRR);

WHEREAS, PNU, through the Facilities Management and Sustainability Office (FMSO) intends to improve the facilities and infrastructure of various offices and units under the New Organizational Structure (OS), which include the Finance Building, Publication Office, MIS Office, Supply and Property Unit Office, and the PNU Gymnasium, as part of its strategic development plan;

WHEREAS, the procurement covers the acquisition of furniture, fixtures, and equipment (FFE) needed to support the operational requirements and enhance the functionality of these offices and units;

WHEREAS, PNU requires the procurement of FFE for these offices and units to improve efficiency, provide a conducive working environment, and ensure effective management of resources; and

WHEREAS, the Entity is desirous that the Contractor execute **Facilities Improvement Related to New Organizational Structure (OS) - Furniture, Fixtures and Equipment (Finance Building, Publication Office, MIS Office, Supply and Property Unit Office & PNU Gymnasium) (CW 2025-03-037)** hereinafter called the **"WORKS"** and the Entity has accepted the Bid for **Seven Million Eight Hundred Sixty-Seven Thousand Seven Hundred Ninety-Two pesos and 16/100 (P 7,867,792.16)** 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);



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Taft Avenue, Manila

- 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;

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 **Seven Million Eight Hundred Sixty-Seven Thousand Seven Hundred Ninety-Two pesos and 16/100 (P 7,867,792.16)** or such other sums as may be ascertained, **Guiland Construction and Trading** agrees to **Facilities Improvement Related to New Organizational Structure (OS) - Furniture, Fixtures and Equipment (Finance Building, Publication Office, MIS Office, Supply and Property Unit Office & PNU Gymnasium)** 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.


BYRON LESTER D. PO
WITNESS


RUBY D. BUENAVENTURA
CONTRACTOR


LORDINIO A. VERGARA
VPFA

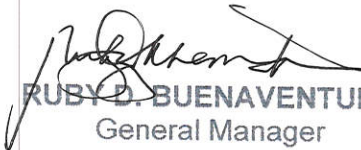

BERT J. TUGA
PRESIDENT



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Taft Avenue, Manila


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

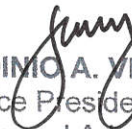
GUILLAND CONSTRUCTION AND
TRADING


RUBY D. BUENAVENTURA
General Manager

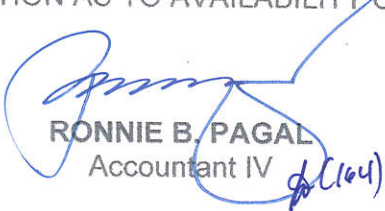

BYRON LESTER D. PO
Project Engineer
Witness

REPUBLIC OF THE PHILIPPINES
PHILIPPINE NORMAL UNIVERSITY


BERT J. TUGA
President


LORDIMO A. VERGARA
Vice President for
Finance and Administration
Witness

CERTIFICATION AS TO AVAILABILITY OF FUNDS


RONNIE B. PAGAL
Accountant IV (164)



Republic of the Philippines
PHILIPPINE NORMAL UNIVERSITY
Taft Avenue, Manila

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public this MAY 23 2025 day of May 2025 at the City of Manila, personally appeared:

Name	Gov't. ID No./CTC	Issued On/At
1. BERT J. TUGA	P0712658B	Feb. 18, 2019 / Manila
2. RUBY D. BUENAVENTURA	P0443644C	June 8, 2022 / NCR-East

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. MARIELLE JENELLE L. LAGUERTA
Notary Public for City of Manila- Until Dec. 31, 2025
Notarial Commission No. 2024-179
Tower 3, 3R, No. 161 N. Lopeza St., Manila
I.B.P. NO. 488001 Issued 27 October 2025
PTR. NO. 2024401 Jan. 2, 2025 at Manila
MCLE NO. VIII-0010660- Valid until 4-14-2028 Roll No. 88314

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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.


BYRON LESTER D. PO
WITNESS


RUBEN S. BUENAVENTURA
CONTRACTOR


LORDINO A. VERGARA
CPFA


BERT J. TUGA
PRESIDENT



ANNEX B: TERMINATION OF CONTRACTS

GROUND 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.



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:

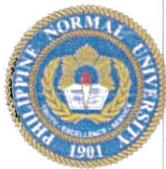
- a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; or
- b) The prosecution of the work is disrupted by the adverse peace and order situation, as certified by the Armed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


BYRON LESTER D. PO
WITNESS


RUBY B. BUENAVENTURA
CONTRACTOR


LOIDINICA VERGARA
VEFA


BERT J. TUGA
PRESIDENT



NOTICE TO PROCEED

Date: May 24, 2025

Ms. RUBY D. BUENAVENTURA
Guilland Construction & Trading
BLOCK 5 LOT 44 AMARILYO CREST,
HAVILA, TAYTAY, RIZAL
7148-0560 / 8425-6211
guilland11316@gmail.com

Dear Ms. Buenaventura:

Following the approval of the attached Contract, this notice serves to inform you that you may now proceed with the project titled "Facilities Improvement Related to New Organizational Structure (OS) - Furniture, Fixtures and Equipment (Finance Building, Publication Office, MIS Office, Supply and Property Unit Office & PNU Gymnasium)," effective upon receipt of this notice.

Upon acknowledging receipt, you are required to perform the services outlined in the Agreement and in accordance with the Implementation Schedule.

Please confirm your receipt and acceptance of this notice by signing both copies in the designated spaces below. Kindly retain one copy for your records and return the other to the Chair of the Bids and Awards Committee.

We look forward to your prompt action in moving the project forward.

Very truly yours,
By Authority of the Board of Regents

BERT J. TUGA
President

I acknowledge receipt of this Notice on (date of receipt) May 24, 2025

Name of the Representative of the Bidder: BIRAN LESTER D. PO

Authorized Signature: [Signature]

(All documents without the PNU QS Stamp or Control Identifier are uncontrolled)