

**CLEARING OF 10 HECTARES**  
**RELOCATION SITE FOR LOCAL**  
**HOUSING PROGRAM OF LGU-IROSIN**

## BIDS AND AWARDS COMMITTEE

Municipality of Irosin

### BAC RESOLUTION 41-2017

#### RESOLUTION ADOPTING NEGOTIATED PROCUREMENT IN THE CLEARING OF 10 HECTARES RELOCATION SITE FOR LOCAL HOUSING PROGRAM OF LGU-IROSIN

WHEREAS, the Local Government Unit of Irosin posted the Invitation to Bid for the **Clearing of 10 Hectares Relocation Site for Local Housing Program of LGU-Irosin** in the Local Government Unit of Irosin website, in the PHILGEPS and in the conspicuous place at the premises of the Local Government Unit of Irosin continuously for 21 days. However, **no bids were received on the day of the Bid Opening on July 25, 2017, 2:00 PM.** Hence, it was declared a failure;

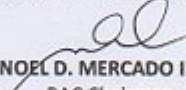
WHEREAS, it was reposted in the Local Government Unit of Irosin website, in the PHILGEPS and in the conspicuous place at the premises of the Local Government Unit of Irosin continuously for 7 days. However, **no bids were received on the day of the Bid Opening on August 3, 2017, 2:00PM.** Hence, the BAC declared another failure of bidding for the second time;

WHEREAS, Section 53 under Negotiated Procurement, provides that, the procuring entity can directly negotiate a contract with a technically, legally and financially capable supplier in case there has been a failure of bidding for the second time;

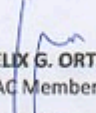
WHEREAS, the BAC has conducted mandatory review of the terms, conditions, specifications and cost estimates as prescribed in Section 35 of IRR of RA 9184;

NOW THEREFORE, We, the Members of the Bids & Awards Committee, hereby **RESOLVE** as it is hereby **RESOLVED** to Adopt **Negotiated Procurement** in the **Clearing of 10 Hectares Relocation Site for Local Housing Program of LGU-Irosin.**


**RESOLVED**, at the Office of the Mayor, Municipal Compound, Irosin, Sorsogon, this 17<sup>th</sup> day of August, 2017.

  
NOEL D. MERCADO II  
BAC Chairman

LORNA B. PADURA  
BAC Vice-Chairman

  
FELIX G. ORTILE  
BAC Member

BENJAMIN M. GABIONZA  
BAC Member

  
CLAIRE G. RELLAMA  
BAC Member

Approved:

  
ALFREDO J. CIELO, JR.

Municipal Mayor

Approved on: 08/27/17

Standard Form Number: SF-GOOD-49  
Revised on: May 24, 2004

Republic of the Philippines  
Local Government Unit of Irosin  
Municipal Compound, San Julian, Irosin, Sorsogon  
Telefax: (056) 557-3043  
[www.irosin.gov.ph](http://www.irosin.gov.ph)  
[info@irosin.gov.ph](mailto:info@irosin.gov.ph)

### Notice of Award

September 4, 2017


**HAILE T. ORTILE**  
Manggahan-Macawayan, Irosin, Sorsogon

Sir:

We are happy to notify you that the contract for the **Clearing of 10 Hectares Relocation Site for Local Housing Program of LGU-Irosin** is awarded to you in the Contract Price equivalent to **Two Hundred Forty Eight Thousand Five Hundred Pesos (P 248,500.00)**

You are hereby required to provide within ten(10) days the performance security. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award.

Very truly yours,

  
**ALFREDO J. CIELO, JR.**  
Municipal Mayor

Conforme:

  
Date: 09/05/17

The Head of the Procuring Entity, through the Procurement Office/Unit, immediately upon approval of the recommendation for award, shall issue the Notice of Award to the bidder with the LCRB.

Standard Form Number: SF-GOOD-56  
Revised on: May 24, 2004

Republic of the Philippines  
Local Government Unit of Irosin  
Municipal Compound, San Julian, Irosin, Sorsogon  
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[www.irosin.gov.ph](http://www.irosin.gov.ph)  
[bac@irosin.gov.ph](mailto:bac@irosin.gov.ph)

**NOTICE TO PROCEED**

September 13, 2017

**HAILE T. ORTILE**  
Manggahan-Macawayan, Irosin, Sorsogon

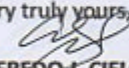
Sir:


The attached Contract Agreement having been approved, notice is hereby given to **Haile T. Ortile** that work may commence on the **Clearing of 10 Hectares Relocation Site for Local Housing Program of LGU-Irosin** effective seven(7) 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 Local Government Unit of Irosin.

Very truly yours,

  
**ALFREDO J. CIELO, JR.**  
Local Chief Executive

I acknowledge receipt of this Notice on 09/14/17  
Name of the Representative of the Bidder: HAILE T. ORTILE  
Authorized Signature: 

The Head of the Procuring Entity or his duly authorized representative shall issue the Notice to Proceed within seven(7) calendar days from the date of the approval of the contract.

Republic of the Philippines  
**MUNICIPALITY OF IROSIN**  
Irosin, Sorsogon



**Contract Agreement**

THIS AGREEMENT made the 8<sup>th</sup> day of September, 2017 between **Local Government Unit of Irosin** of the Philippines (hereinafter called "the Entity") of the one part and **HAILE T. ORTILE** of **Manggahan-Macawayan, Irosin, Sorsogon** (hereinafter called "the Supplier") of the other part.

WHEREAS the Entity invited Bids for the **Clearing of 10 Hectares Relocation Site for Local Housing Program of LGU-Irosin** and has accepted a Bid by the Supplier for the supply of those goods in the sum of **Two Hundred Forty Eight Thousand Five Hundred Pesos (P 248,500.00)**.

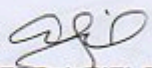
**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
3. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered this 8<sup>th</sup> day of September, 2017.

Binding signature of Procuring Entity

  
**ALFREDO J. CIELO, JR.**  
Municipal Mayor

Binding signature of Supplier

  
**HAILE T. ORTILE**

Signed in the presence of:

  
**Engr. BENJAMIN M. GABIONZA**  
Municipal Engineer



Republic of the Philippines)  
City of \_\_\_\_\_ ) S.S.

**ACKNOWLEDGEMENT**

BEFORE ME, Notary Public for and in the 10 8 SEP 2017, personally appeared Alfredo J. Cielo, Jr. with Community Tax Certificate No. 21702008 issued on JAN. 3, 2017 at Irosin, Sorsogon in his capacity as Municipal Mayor representing the Municipality of Irosin and Haile T. Ortile of Manggahan-Macawayan, Irosin, Sorsogon with Community Tax Certificate No. 16653374 issued on 5/26/17 at Irosin, Sorsogon. to me and to me known to be the same persons who executed the foregoing **CONTRACT AND AGREEMENT** and acknowledge to me are the true act and deed for and in behalf of the parties they represent.

This instrument consist of two pages including this page on which the acknowledgement is written duly signed by the Contracting Parties and their witnesses at the bottom of the instrument and on the left margin of other page.

IN WITNESS WHEREOF, I hereby hereunto affixed my signature and seal this 8<sup>th</sup> day of September, 2017.

In consideration of the payments to be made by the Entry in the support as hereinafter mentioned for the supply of water with the Entry, the contractor has made and services and to security defects therein in conformity in all respects with the provisions of the Contract.

The Entry hereinafter made is for the supply of water in accordance with the provisions of the contract and the amount of the same is to be paid by the contractor to the contractor in full or in part as may be determined under the provisions of the contract at the time and in the manner mentioned herein.

IN WITNESS WHEREOF, the parties hereunto have signed their names and affixed their seals in accordance with the laws of the Republic of the Philippines on the day and date first above written.

Signed, sealed, and affixed the 8<sup>th</sup> day of September, 2017.

mm

*agil*

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Page No. 18  
Book No. 63  
Series of 2017.

**ATTY GARRY G. GABITO**  
NOTARY PUBLIC  
NOTARIAL COMMISSION EXPIRES ON 12-31-18  
ROLL No. 61748 / 04-25-13  
PTR No. 0492645 / 01-06-17  
IBP LIFE MEMBER ROLL No. 015807

ENG. BERLANN M. GABICOLA  
Principal Engineer