



Republic of the Philippines
Central Mindanao University
BIDS AND AWARDS COMMITTEE
Musuan, Bukindon

NOTICE OF AWARD

May 14, 2019

The Manager

R.R. SEISMUNDO CONSTRUCTION AND SUPPLY

National Highway, Visayan Village, Tagum City

Davao del Norte

Dear Sir/Madam;

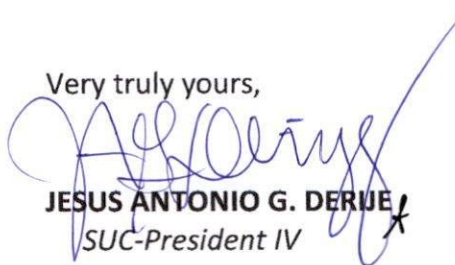
This is to inform you that your bid proposal for the project **COMPLETION OF ADMINISTRATION BUILDING EXTENSION (BAC, UPDO, ITSM, SUPPLY OFFICE & HRMO)** which shall be funded under **General Fund** after having been post-qualified and declared to have obtained the Lowest Calculated Responsive Bid, has been recommended for award by the Bids and Awards Committee (BAC) of Central Mindanao University by virtue of **BAC Resolution No. GF-PB-19-003** and the same has been approved by the Central Mindanao University thru the undersigned in the amount of **Eight Million Four Hundred Thirty-Five Thousand Nine Hundred Nineteen Pesos and 58/100 (8,435,919.58)**. You are hereby requested to manifest your acceptance of this Notice of Award.

You are therefore required, within (10) days from receipt of this Notice of Award, to submit to us (a) this Notice with your signed "conforme" thereon, (b) the required Performance Security, (c) Updated Construction Schedule, S-Curve, Construction Methods, Manpower and Equipment Utilization Schedule, (d) Construction Safety and Health Program approved by the DOLE, and (e) PERT/CPM , all of which will form part of the Contract Agreement in accordance with the Bidding Documents. You are also required, within ten (10) days, to formally sign the Contract Agreement.

Your failure to comply with these requirements shall constitute a sufficient ground for the cancellation of this award and the forfeiture of your Bid Security.

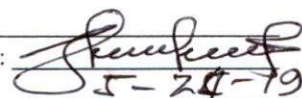
Finally, it must be noted that you shall not commence the work nor initiate the procurement of materials for the project prior to your receipt of the Notice to Proceed.

Very truly yours,



JESUS ANTONIO G. DERIVE
SUC-President IV

Received, Acknowledged and Accepted:

Name: _____
Signature: 
Date: 5-24-19

OFFICE OF THE BIDS AND AWARDS COMMITTEE

Contract No. GF-PB-19-003

CONTRACT OF AGREEMENT
 Completion of Administration Building Extension
 (BAC, UPDO, ITSM, SUPPLY OFFICE & HRMO)

This AGREEMENT entered into at Musuan, Maramag, Bukidnon by and between the Republic of the Philippines, through the *Central Mindanao University represented by DR. JESUS ANTONIO G. DERIJE, in her capacity as SUU- President IV, hereinafter referred to as PARTY OF THE FIRST PART.*

And

R.R. SEISMUNDO CONSTRUCTION AND SUPPLY of National Highway, Visayan Village, Tagum City, Davao del Norte, represented by **RUPLINO R. SEISMUNDO** in his capacity as Proprietor/Manager hereinafter referred to as **PARTY OF THE SECOND PART.**

WITNESSETH

1. That the party of the Second Part, for in consideration of the herein mentioned condition, agrees to perform fully in good faith and workman-like manner the following specified work, to wit:

To supply labor, supervision, materials, tools and all equipment needed for the *Completion of Administration Building Extension (BAC, UPDO, ITSM, SUPPLY OFFICE & HRMO)*, subject to the approved plans and specification, as provided for in the National Building Code of the Philippines and R.A.9184.

The following are the items of work; the specification and detail of which are duly shown in the approved Program of work & Building plan.

Item	Qty	Unit	Description	Unit Price	Total Amount
I.	1.00	ls	MOVING IN.	50,000.00	50,000.00
II			EARTHWORKS:		
803	49.81	cu.m.	Structured Excavation	269.83	13,440.23
804	436.30	cu.m.	Backfilling	739.58	322,678.75
III			CONCRETE WORKS		
900-1	326.44	cu.m.	Reinforced Concrete	6,370.18	2,079,481.56
IV			REINFORCING STEEL		
900-2	77,281.43	kls	Reinforcing Steel	65.43	5,056,523.96
V			SPL-1 FALSE WORK		
SPL-1a	3015.11	sq.m.	Formworks	224.07	675,595.70
SPL-1b	1308.00	sq.m.	Scaffoldings (2-uses)	441.51	577,495.08
VI			MASONRY WORKS		
704	87.90	sq.m.	Masonry Works	849.83	74,700.06
VII	1.00	ls	MOVING OUT	30,000.00	30,000.00
					8,879,915.35
			Discount of Less 5% of Bid		443,995.77
				TOTAL	8,435,919.58

2. That the party of the Second part may recommend changes in the plans specifications if found advantageous to CENTRAL MINDANAO UNIVERSITY and the government subject to reasonable adjustment in cost and availability

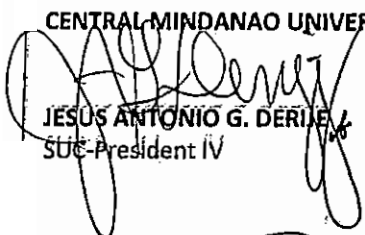
of funds, in accordance with existing rules and regulation and always subject to the approval of the Board of Regents;

3. That the party of the First Part, in consideration of the faithful performance of the above specified work by the party of the SECOND Part, agrees to pay the party of the second part the sum as follows:
 - A. **Proposed Construction of Administration Extension Building Phase I** in the amount of **Eight Million Four Hundred Thirty-Five Thousand Nine Hundred Nineteen Pesos and 58/100 (8,435,919.58)**;
 - B. Payment shall be made to the contractor upon his formal request in accordance with his accomplishment together with an accomplishment report duly certified by the inspectorate and approved by the University President or his duly authorized representatives;
 - C. The balance of the total amount due to the contract shall be paid after deducting the retention amount of 10% up to 50% accomplishment, withholding income tax 2% and 8.5% Value Added Tax (VAT) based on gross receipts and whatever allowances or liquidated damages under item 7 hereof, if there be any, upon acceptance by the inspectorate and University of the completed work.
4. That the Party of the Second Part shall be allowed advance payment for mobilization expenses as prescribed under RA 9184;
5. That the party of the FIRST PARTY reserves the right stop and suspend the work of the project anytime when deemed necessary without prejudicing the interest of the party of the Second Part, and compensating proportionately whatever partial accomplishment has been made;
6. That the party of the Second part shall be paid retention fees if the conditions prescribed under RA 9184 are complied with;
7. That the party of the Second Part shall post performance/Surety Bond strictly in accordance with the provision of RA 9184 and its implementing rules and regulations;
8. That the party of the Second Part shall complete the whole WORKS in the PROJECT as covered by this CONTRACT shall be completed within 195 calendar days including Sundays and Legal Holidays, commencing from the seventh (7th) day of following the date of receipt of "Notice to Proceed". Failure of the contractor to satisfactorily complete the project with the prescribed number of calendar days shall be ground for changing liquidated damages for which the contractor shall pay an amount determined according to the formula set forth in RA. 9184;
9. That the party of the Second Part shall comply with all laws, City ordinances and all government regulation insofar as they are binding to this contract or any portion thereto, and to obtain all require licenses and to be responsible for all damages to person or property which may occur in connection with the execution of the work. Particular reference is made to compliance with the minimum wage by the contractor in paying wages of laborers.
10. That the party of the Second Part shall not assign, transfer, subcontract or make any other disposition of the contract or any part of the interest therein except with the approval of the party of the First part or the University.
11. That the party of the Second Part shall assume full responsibility of the contract work until its final acceptance by the government and shall be responsible for the damages or destruction of work, except those occasion by force majeure; and shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction.
12. That the party of the Second Part agrees to pay rental fee for buildings or rooms, owned by the University which may be used by the contractor during the contract period. A list of laborers/personnel shall be submitted to the University Administrator for proper identification and issuance I.D. card. In no case shall laborers/personnel drink liquor or loiter in the compound. Any offenses committed along this requirement shall be a ground for the confiscation of his I.D. card. Not more than 10 laborers/workers shall be allowed to stay at the jobsite, except when the need for more workers in the compound arises.
13. That the party of the Second Part shall maintain cleanliness, sanitation and proper drainage system during the construction site. That water and electricity consumed as well as University facilities and materials utilized in the project shall be billed against the contractor.
14. That the party of the Second Part shall report immediately to the party of the First Part or agency head any discrepancy in the construction plans and specifications that may be discovered in the process and suggest

appropriate measures which may be undertaken to correct or improved the construction in the best interest of the University and the public and that where there is discrepancy between the program of work and the building plan specifications, the later shall prevail and be followed; that the project engineer working for the party of Second Part shall receive orders directly from the party of the First Part for change orders, extra work orders or adjustment of work items in the construction process.

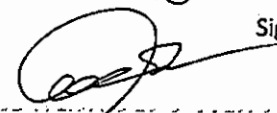
15. That the party of the Second Part shall turn-over the project fully completed and ready for occupancy by the party for the First Part within Forty-five calendar days (45) after the expiration of the contract time at a formal turn-over ceremony;
16. That the party of the Second Part shall employ/hire workers from Musuan, Bukidnon and the Province of Bukidnon in line with the community employment program of the government, except those who are highly skilled and may not be available locally.
17. That the party of the Second Part shall assume full responsibility and accountability for any faulty engineering within the purview of existing laws of the Philippines.
18. That the party of the Second Part shall provide at least one (1) security guard at the project site; the party of the Second Part shall be answerable for offenses committed by its workers during the period of this contract.

IN WITNESS WHEREOF, we hereunto sign this document, this 28th day of May, 2019, in Musuan, Maramag, Bukidnon.

CENTRAL MINDANAO UNIVERSITY

JESUS ANTONIO G. DERIJE
 SUC-President IV

R.R. SEISMUNDO CONSTRUCTION AND SUPPLY

RUPLINO R. SEISMUNDO
 Representative


JOSE ALEXANDER C. ABELLA
 Witness

Signed in the Presence of:


MARIA JAMELLIAH CELESTE M. MAGALONA
 Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
 PROVINCE OF BUKIDNON) S.S
 MUNICIPALITY OF MARAMAG)

BEFORE ME, a Notary Public for and in the above jurisdiction, on this _____ day of _____, 2019 at _____, personally appeared the following, exhibiting to me the following described Competent Evidence of Identity (CEI) in accordance with the 20 Rules on Notarial Practice:

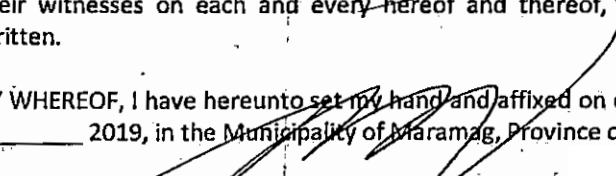
Name	Competent Evidence of Identity (CEI)	Date/Place Issued
JESUS ANTONIO G. DERIJE		
RUPLINO R. SEISMUNDO	27101512	1-19-19 TAGUM CITY

Known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Contract of Agreement consisting of three (3) pages including this page, signed by the parties and their witnesses on each and every hereof and thereof, including this page whereon the acknowledgement is written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed on every page hereof my notarial seal this _____ day of _____ 2019, in the Municipality of Maramag, Province of Bukidnon, Philippines.

Doc. No. 690
 Page No. 78
 Book No. XXVIII
 Series of 2019


ATTY. MAICHEL RICK A. MALABAYAL
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2020
 IBP NO. 001659 - 1 15 19 BUKIDNON
 PTR NO. 2764005 - 1 10 19 BUKIDNON
 ATTORNEY'S ROLL NO. 01663