

Republic of the Philippines Central Mindanao University

BIDS AND AWARDS COMMITTEE

Musuan, Bukindon

NOTICE OF AWARD

December 9, 2019

ERIC ASIS CUPIDA

Proprietor/Manager

Eriane Construction & Supply

2nd Floor, P & E,G. Lavina Ave.,

Valencia City, Bukidnon

Dear Sir/Madam;

This is to inform you that bid proposal for the project *Completion of College of Engineering Integrated Laboratory Building* 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-19-074 and the same has been approved by the Central Mindanao University thru the undersigned in the amount of *Four Million Thirty Five Thousand Seven Hundred Seven Pesos and Seventeen Centavos (Php4,035,707.17*). You are hereby requested to manifest your acceptance of the said.

You are therefore required, within the (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 and CARI, (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 the ten (10) days, to formally sign the Contract Agreement.

Your failure to comply 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. DERUE

President

Received, Acknowledged and Accepted:

Name: ____

Signature:

Date:

Republic of the Philippines CENTRAL MINDANAO UNIVERSITY

University Town, 8710 Musuan, Bukidnon E-mail Add. bac@cmu.edu.ph; Website: http://www.cmu.edu.ph

OFFICE OF THE BIDS AND AWARDS COMMITTEE

CONTRACT OF AGREEMENT

(GF-PB-19-080)

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 University President, hereinafter referred to as PARTY OF THE FIRST PART.

And

ERIANE CONSTRUCTION & SUPPLY of 2nd Floor, P & E,G. Lavina Ave., Valencia City, Bukidnon, represented by **ERIC ASIS CUPIDA** in his capacity as Proprietress/Manager hereinafter referred to as PARTY OF THE SECOND PART.

WITNESSETH

WHEREAS, the PROCURING ENTITY is desirous that the CONTRACTOR execute the works under General Funds-Completion of College of Engineering Integrated Laboratory Building, hereinafter called "the works", and the PROCURING ENTITY has accepted the calculated Bid of the CONTRACTOR for the execution and completion of the Works within Three Hundred Sixteen (316) calendar days at the calculated unit bid prices shown in the following Bill of Quantities, or a total Contract price of Four Million Thirty Five Thousand Seven Hundred Seven Pesos and Ten Centavos (Php4,035,707.10).

NOW, THEREFORE, for and consideration of the foregoing premises, the parties hereto agree as follows:

- 1. In this CONTRACT AGREEMENT, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to.
- 2. The following documents shall be attached, deemed to form, and be read and construed as part of this CONTRACT AGREEMENT, and shall be interpreted in the following order of priority:
 - A. This Contract Agreement;

Completion of College of Engineering Integrated Laboratory Building GF-PB-19-080

Php4,035,707,10

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL ESTIMATED COST
1	MOVING-IN	1	l.s.	17,101.83	17,101.83
11	GROUND FLOOR			***************************************	-
	A.) PUMP ROOM & PUMP UNITS				-
	a.1 Excavation	5.898	cu.m.	491.00	2,895.91 /
	a.2 Backfill	5.772	cu.m.	165.92	957.69
	a.3 Concrete	5.159	cu.m.	6,183.49	31,900.63
	a.4 Reinforcing Steel	592.84	kls.	60.95	36,135.81
	a.5 Masonry Works	12.713	sq.m.	547.96	6,966.19
	a.6 Plastering	29.23	sq.m.	387.72	11,332.91
	a.7 Formworks & Scaffoldings	500	bdft.	46.50	23,248.73
	a.8 Pumps	2	units	290,731.11	581,462.21
	a.9 Painting	29.234	sq.m.	171.02	4,999.55
	B.) CISTERN TANK				-
	b.1 Excavation	60	cu.m.	402.84	24,170.59
	b.2 Concrete	18.6	cu.m.	6,189.76	115,129.50

	b.3 Reinforcing Steel	2,479.60	kls.	61.10	151,505.96	
	b.4 Formworks & Scaffoldings	2,000.00	bdft.	48.02	96,049.99	
	C.) STEEL DOOR	1	set	9,508.62	9,508.62	
	D.) STEEL TUBE GRILLS			3,300.02		
· · · · · · · · · · · · · · · · · · ·	d.1 Grill	2,868.48	kls.	71.08	203,879.76	
::	d.2 Painting of Grills	247.2	sq.m.	114.01	28,183.82	
	E.) TILING under STAIRWAY	28.07	sg.m.	990.24	27,796.05	
	F.) STEEL TUBE GRILLS & SLIDING PANEL			333.2.	-	
	f.1 Grill	1,662.72	kis.	71.65	119,127.91	_
	f.2 Painting of Grill	136.87	sq.m.	113.83	15,579.66	/
	G.) TILING @ WALL above COUNTER TOP	12.98	sq.m.	1,254.13	16,278.66	/
	includes Wall Clear Mirror				-	
	H.) PEEBLE WASH OUT FINISH	22.71	sq.m.	399.04	9,062.26	/
	I.) STEEL TUBE BENCH				-	•
	i.1 bench and grill	627.48	kls.	65.98	41,399.88	_
	i.2 Painting of Grill	56.7	sq.m.	105.36	5,974.05	/
	J.) FLOOR SLAB at Entrance of Lab.Shop				-	
,	j.1 Concrete	10.75	cu.m.	6,233.02	67,004.93	
	j.2 Reinforcing Steel	392.4	kls.	64.66	25,373.42	
	K.) HIGH WINDOW at Tool Room	1	unit	4,560.49	4,560.49	
	L.)TILING at Matl's Testing & Tool Rm.	27	sq.m.	1,149.42	31,034.23	/
	M.) STORAGE ROOM under Stairway				-	
	m.1 Demolition of Wall	0.56	cu.m.	798.09	446.93	
	m.2 Enclosure of CHB Wall (Partition)	12.18	sq.m.	599.07	7,296.73	,
~~~	m.3 Plastering of CHB Wall	24.36	sq.m.	185.34	4,514.80	
	m.4 Painting of New Structure	1	l.s.	8,550.91	8,550.91	_
	N.)CEILING of Exst'g Eaves@Ground Flr				-	
	n.1 Composite Alum. Cladding	58.87	sq.m.	1,459.11	85,897.67	
	SECOND FLOOR			***************************************	_	•
	A.) STEEL DOOR @ Maintenance	3	sets	9,189.38	27,568.15	
	and Catwalk				-	
	B.) G.I. RAILINGS & TILING at Exit Lobby				-	
	b.1 Railing	888.24	kls.	52.44	46,581.02	
	b.2 Tiling	22.5	sq.m.	1,140.12	25,652.74	_
	C.)TILING @ WALL above COUNTER TOP	12.98	sq.m.	2,052.22	26,637.81	/
	includes Wall Clear Mirror				-	
	D.) DOOR at Faculty Office 1	1	set	9,508.62	9,508.62	
IV	THIRD FLOOR	·			_	

***	A.) STEEL DOOR@ Maintenance & Exits	4	sets	9,029.77	36,119.06
	B.) TILING @ WALL above COUNTER TOP	12.98	sq.m.	2,052.22	26,637.81 /
	includes Wall Clear Mirror				-
	C.) G.I. RAILINGS at Exit Lobby	1,038.30	kls.	50.17	52,090.52 /
	D.) DOOR at Faculty Office 2	1	set	9,508.62	9,508.62 /
	E.) TILING of STAIRWAY at Roof Deck	38	sq.m.	1,162.92	44,191.13
	F.) L-WINDOW at Exit Roof	1	set	3,420.37	3,420.37 /
٧.	ROOF DECK				-
	A.) TILING at Roof Deck	489.77	sq.m.	1,089.91	533,803.72 /
14.	B.) STEEL DOOR at Roof Deck	1	set	9,508.62	9,508.62
	C.) BIRD SCREEN	16.2	sq.m.	2,280.24	36,939.95 /
VI	ADDT'L ELECT'L FIXTURES, WIRES & A.	36	sets	7,752.83	279,101.86
VII	A.) STRUCTURAL RAMP				-
	a.1 Excavation	17.28	cu.m.	435.46	7,524.82
***************************************	a.2 Backfill	16.2	cu.m.	213.95	3,465.92
	a.3 Concrete	36.14	cu.m.	6,070.98	219,405.19
	a.4 Reinforcing Steel	6,736.14	kls.	63.01	424,477.69 /
	a.5 Formworks & Scaffoldings	2,000.00	bdft.	55.94	111,877.35 /
	a.6 Masonry Works	134.79	sq.m.	582.46	78,509.25
	a.7 Finishes	269.57	sq.m.	177.63	47,884.93
	a.8 Railings	3,132.60	kls.	45.60	142,861.85
XVI	MOVING-OUT	1	1.s.	17,101.83	17,101.83
	TOTAL				4,035,707.10

- B. Documents forming part of the Contract Agreement:
  - 1.) Notice of Award (NOA) with the Contractor's signed "conforme"
  - 2.) Contractor's Bid in the Form of Bid, including its Technical and Financial Proposals, as calculated by the Procuring Entity and conformed to by the Contractor through the NOA.
  - 3.) Bidding Documents
  - 4.) Specifications
  - 5. Drawings
  - 6.) Special Conditions of Contract (SCC)
  - 7.) General Conditions of Contract (GCC)
  - 8.) Performance Security
  - 9.) Other Documents
    - a) Construction Methods
    - b.) Construction Scheduled in the form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, or other Approved tools of project scheduling, and Cash Flow.
    - C.) Manpower Schedule
    - d) Equipment Utilization Scheduled
    - e) Construction Safety and Health Program
    - F) Contractor's Ail Risk insurance(CARI)
- 3. In consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the remedy any defects therein in conformity with the provisions of this CONTRACT AGREEMENT in all respects.
- 4. In consideration of the execution and completion of the works by the CONTRACTOR, the PROCURING ENTITY hereby covenants to pay the CONTRACTOR the unit prices in the CONTRACTOR'S Calculated bid, as applied to the actual quantities accomplished as certified by the PROCURING ENTITY under the provisions of this CONTRACT AGREEMENT, at the times and in the manner prescribed by this CONTRACT AGREEMENT.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

CENTRAL MINDANAO UNIVERSITY **ERIANE CONSTRUCTION & SUPPLY** JESUS ANTONIO G. DERNE SIS CUPIDA President Witnessed by: JOSE ALEXANDER G. ABELLA MARIA JAMELLAH CELESTE M. MAGALONA Witness Witness ACKNOWLEDGEMENT REPUBLIC OF THE PHILIPPINES )
PROVINCE OF WWW ) S.S.
MUNICIPALITY OF WHAMMAG) BEFORE ME, a Notary Public for and in the above jurisdiction, on this day of December, 2018 at appeared the following, exhibiting to me the following described Competent Evidence of Identity (CEI) in accordance with the 20 Rules on Notarial Practice: Competent Evidence of Identity Date/Place Issued (CEI) Name JESUS ANTONIO G. DERIJE **ERIC ASIS CUPIDA** 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 two (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 ______, in the Municipality of _______, in the Municipality of ________, in the Municipality of ________, in the Municipality of _______, in the Municipality of ________, in the Municipality of _________, in the Municipality of __________. Doc. No. Page No._ Book No. Series of 2019 ATTY. ABUNDIO UR. GAITERA NOTARY PROLE UNTIL DECEMBER ST. 2017
ROLL NO. 28489
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PTD MO PTR NO. TIN NO. 938-274-562 MICLE VI-00 04/114