

E-mail: bac@cmu.edu.ph

### **NOTICE OF AWARD**

April 13, 2021

Ms. MAELENE M. TING Authorized Representative CENTRO SUPERSALES,INC. Agro Site, Maramag, Bukidnon

Dear Sir:

This is to inform you that your bid proposal for the PROCUREMENT OF FUELS, OIL AND LUBRICANTS 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-21-PB-31*, and the same has been approved by the Central Mindanao University thru the undersigned at the amount of *Two Million Pesos Only (Ph2,000,000.00)*. You are hereby requested to manifest your acceptance of this Notice of Award.

Relative thereto, and in accordance with the provisions of the documents and Revised R.A. No. 9184, otherwise known as the Government Procurement Reform Act and its Implementing Rules and Regulations, you are hereby instructed to submit the following documents with ten (10) calendar days from the date of your receipt of this Notice of Award to within:

#### A. PERFORMANCE SECURITY

This is to be posted in favor of the Central Mindanao University, in the form of cash, manager's check, cashier's check, bank draft/guarantee confirmed by local bank, irrevocable letter of credit issued by a reputable bank, surety bond callable upon demand, issued by the Government Service Insurance System or any reputable surety or insurance company duly accredited by the Office the Insurance Commissioners, or a combination thereof IN ACCORDANCE with the following schedule:

| FORM OF PERFORMANCE SECURITY  | AMOUNT OF PERFORMANCE SECURITY<br>(EQUAL TO PERCENTAGE OF THE TOTAL<br>CONTRACT PRICE) |
|---|--|
| Cash or cashier's/manager's check issued by a<br>Universal or Commercial Bank.  | Five percent (5%)  |
| 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. |  |
| Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or  | Thirty percent (30%)   |
| Any combination of the foregoing.   | Proportionate to share of form with respect to total amount of security                |

Within the same period of ten (10) days as indicated above, you are directed to enter into and execute the Goods Contract with the University.

This Performance Security shall be forfeited in favor to Central Mindanao University in the event of default on your part in the performance of any of your obligations under the Contract.

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. DERIJ

President

Received, Acknowledged and Accepted:

Name:

Madore

Signature: \_

Date:

14, 2021



E-mail: bac@cmu.edu.ph

#### CONTRACT OF AGREEMENT

REF. NO. GF-21-PB-31

| THIS | AGREI   | EMENT  | made      | this   | MAY           | 212     | U21    | bet        | ween    | CENT  | RAL   | MI     | NDANA    | O   |
|------|---------|--------|-----------|--------|---------------|---------|--------|------------|---------|-------|-------|--------|----------|-----|
| UNIV | /ERSITY | of the | Philippi  | ines   | (thereinafter | called  | "the   | Entity")   | of th   | e one | part  | and    | CENTR    | 0   |
| SUP  | ERSALES | S,INC. | at Agro S | ite, N | Aaramag, Buk  | idnon ( | hereir | after call | ed "the | Suppl | ier") | of the | other pa | rt: |

linia . ...

Whereas, the Entity invited Bids for certain goods and ancillary services, viz., PROCUREMENT OF FUELS, OIL AND LUBRICANTS and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Two Million Pesos Only (Ph2,000,000.00*) with the items listed below:

| ITEM | UNIT   | QTY | DESCRIPTION  | UNIT<br>PRICE | TOTAL AMOUNT |
|------|--------|-----|--|---------------|--------------|
| GF   |        |     | THE STATE OF THE S |               |              |
| 1    | 40,000 | li  | DIESEL   | 50.00         | 2,000,000.00 |
| 1    |        |     | •Winning supplier shall install at the General Services one (1) unit tank for diesel and fuel with total capacity of 16,000 liters and one (1) unit fuel pump for free us of the end-user for the duration of the contract.  |               |              |
| 4    |        |     | GRAND TOTAL  |               | 2,000,000.00 |

#### 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. The following documents shall be deemed to form and be read and construed as part of this agreement, viz,:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and,
  - (f) the Entity's Notification of Award.
- 3. 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.

4. 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.

The Common Seal of CMU, Musuan, Bukidnon was herein affixed in the presence of DR. JESUS ANTONIO G. DERIJE

Signed, sealed, and delivered by CENTRO SUPERSALES, INC. in the presence of MAELENE M. TING.

Binding Signature of Entity: NTONIO G. DERIJ

President

Binding Signature of Supplier:

MAELENE TING Authorized Representative

Witness:

MARIA JAMEI/LAH CELESTE M. MAGALONA Chief, Accounting Unit

ACKNOWLEDGEMENT

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

MAY 2 1 2021

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

| Name                    | Competent Evidence of Identity | Date/place Issued         |
|-------------------------|--------------------------------|---------------------------|
| JESUS ANTONIO G. DERIJE |                                | A CONTRACT OF LEGISLATION |
| MAELENE M. TING         |                                | 1 1/4 / 1/2 / 20 /        |

Known to me to be the same person who executed the foregoing instrument and who acknowledge to me that the same is their free and voluntary act and deed

This instrument refers to the Contract of Agreement consisting of 4) 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 Province GLARAMAE BUKIDNON in the Municipality of

DOG NO. 41 PASE NO. 84 BOOK IND XL SEKIES OF 201 NOTARY PUBLIC FOR BUKIDNON 2023 UNTIL DECEMBER 3 ROLL NO. 5 3010 IBP NO. 135893/12-19-20 TIN: 105-110-692



#### Republic of the Philippines CENTRAL MINDANAO UNIVERSITY Bids and Awards Committee

University Town, Musuan, Maramag, Bukidnon E-mail: bac@cmu.edu.ph

#### **NOTICE OF AWARD**

April 13, 2021

Ms. MAELENE M. TING Authorized Representative CENTRO SUPERSALES,INC. Agro Site, Maramag, Bukidnon

Dear Sir:

This is to inform you that your bid proposal for PROCUREMENT OF DIESEL& FUEL which shall be funded under RGMO 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. RGMO-21-PB-31A, and the same has been approved by the Central Mindanao University thru the undersigned at the amount of One Hundred Eighty Six Thousand Nine Hundred Thirty Two Pesos Only (Ph186,932.00). You are hereby requested to manifest your acceptance of this Notice of Award.

Relative thereto, and in accordance with the provisions of the documents and Revised R.A. No. 9184, otherwise known as the Government Procurement Reform Act and its Implementing Rules and Regulations, you are hereby instructed to submit the following documents with ten (10) calendar days from the date of your receipt of this Notice of Award to within:

#### A. PERFORMANCE SECURITY

This is to be posted in favor of the Central Mindanao University, in the form of cash, manager's check, cashier's check, bank draft/guarantee confirmed by local bank, irrevocable letter of credit issued by a reputable bank, surety bond callable upon demand, issued by the Government Service Insurance System or any reputable surety or insurance company duly accredited by the Office the Insurance Commissioners, or a combination thereof IN ACCORDANCE with the following schedule:

| FORM OF PERFORMANCE SECURITY  | AMOUNT OF PERFORMANCE SECURITY (EQUAL TO PERCENTAGE OF THE TOTAL CONTRACT PRICE) |
|---|--|
| Cash or cashier's/manager's check issued by a Universal or Commercial Bank.   | Five percent (5%)  |
| 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. |  |
| Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or  | Thirty percent (30%)   |
| Any combination of the foregoing.   | Proportionate to share of form with respect to total amount of security          |

Within the same period of ten (10) days as indicated above, you are directed to enter into and execute the Goods Contract with the University.

This Performance Security shall be forfeited in favor to Central Mindanao University in the event of default on your part in the performance of any of your obligations under the Contract.

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,

IESUS ANTONIO G. DER

President

Received, Acknowledged and Accepted:

macla

Name: \_\_\_\_

Signature: \_\_\_

Date:

1505,007



# Republic of the Philippines CENTRAL MINDANAO UNIVERSITY Bids and Awards Committee

University Town, Musuan, Maramag, Bukidnon E-mail: bac@cmu.edu.ph

# CONTRACT OF AGREEMENT

REF. NO. RGMO-21-PB-31A

| THIS A         | AGREEMI                                | ENT mad                 | e this   | MAY 2 1 2027                          | etween CENTI              | RAL MINDANAÓ            |
|----------------|--|-------------------------|--|---------------------------------------|---------------------------|-------------------------|
| UNIVE          | RSITY of                               | the Philip              | pines (the                                       | reinafter called "the Entity"         |                           |                         |
| SUPER          | SALESIN                                | IC. at Agro             | Site Mara  | mag,Bukidnon (hereinafter ca          | lled "the Supplie         | er") of the other nart: |
| <u>BOL LIL</u> | <u> </u>                               | <u>, 01</u> 4.116.0     | 5110, 11111111                                   | 1. IST, CON                           | alulu - 9                 | or you the other part.  |
|                | Whereas f                              | he Entity is            | vited Rids                                       | for certain goods and ancillar        | $\mathcal{M}^{\alpha}(1)$ | DDOCTOFMENT             |
| OF DIE         |  |                         |  | by the Supplier for the supply        |                           |                         |
|                | One Unad                               | u nas acce <sub>j</sub> | Sin Thous  | oy me Supplier for the supply         | y of mose good            | S and services in the   |
| the items      | s listed bel                           | reu Eigniy              | SEX THOUS  | and Nine Hundred Thirty T             | wo resos Onty             | (Pn 180,932.00) with    |
| tite item      | s usied bet                            | ow.                     | •  |                                       | *                         | -                       |
|                |  | <u> </u>                | <del></del>                                      | 4                                     | UNIT                      |                         |
| ITEM           | UNIT                                   | QTY                     |  | DESCRIPTION                           | PRICE                     | TOTAL AMOUNT            |
|                |  |                         |  |                                       |                           |                         |
| UH             |  |                         |  |                                       |                           |                         |
| 1              | 3400                                   | li                      | DIESEL   |                                       | 54.98                     | 186,932.00              |
|                |  |                         |  |                                       |                           |                         |
|                | -                                      |                         |  | <del></del>                           |                           |                         |
|                |  |                         | •Winning s                                       | supplier shall install at the General |                           |                         |
| 1              |  |                         | 1  | e (1) unit tank for diesel and fuel   |                           |                         |
| ,              |  |                         | with total o                                     | apacity of 16,000 liters and one (1)  |                           | 4                       |
|                |  | 1                       | unit fuel p                                      | imp for free us of the end-user for   | <u> </u>                  |                         |
|                |  |                         | the duration                                     | n of the contract.                    | ļ.                        | · [i]                   |
|                |  |                         |  | -                                     |                           |                         |
|                |  |                         |  |                                       |                           |                         |
|                |  |                         | <del>                                     </del> | -                                     |                           |                         |
|                | ······································ |                         | -  | GRAND TOTAL                           | J                         | 186,932.00              |

## 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. The following documents shall be deemed to form and be read and construed as part of this agreement, viz,:
  - (g) the Bid Form and the Price Schedule submitted by the Bidder;
  - (h) the Schedule of Requirements;
  - (i) the Technical Specifications;
  - (j) the General Conditions of Contract;
  - (k) the Special Conditions of Contract; and,
  - (1) the Entity's Notification of Award.
- 3. 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.

| services and the remedying of  | defects therein, the Contract Pri  | on of the provision of the goods and<br>ce or such other sum as may become<br>e manner prescribed by the contract |
|--|--|---|
| IN WITNESS whereof the parties the laws of the Republic of the Phil  | hereto have caused this Agreeme ippines on the day and year first            | ent to be executed in accordance with above written.  |
| The Common Seal of CMU<br>ANTONIO G. DERIJE  | J, Musuan, Bukidnon was herein a   | affixed in the presence of <b>DR. JESUS</b>   |
| Signed, sealed, and del MAELENE M. TING.   | ivered by <u>CENTRO SUPER</u>  | SALES,INC. in the presence of   |
| Binding Signature of Entity:  JESUS ANTONIO G. DE  President   | U.   | MAELENE M. FUNG uthorized Representative  |
| Witness:   |  | MEYLAH CELESTE M. MAGALONA ief, Accounting Unit   |
|  | ACKNOWLEDGEMENT  |   |
| REPUBLIC OF THE PHILIPPINES) PROVINCE OF BUKIDNON ) s.s. MUNICIPALITY OF MARAMAG)  BEFORE ME, a Notary Public for in the above ju personally appeared the following, exhibiting to on Notarial Practice. | risdiction, on thisdny of MAY 2<br>me following described Competent Evidence | 1 2021 at of Identity (CEI) in accordance with the 20m Rules  |
| Name   | Competent Evidence of Identity   | Date/place Issued   |
| JESUS ANTONIO G. DERIJE MAELENE M. TING  | -  | 1   |
| Known to me to be the same person who execute act and deed.  | ed the foregoing instrument and who acknow                                   | edge to me that the same is their free and voluntary  |
| and every hereof and thereof, including this page  | whereon the acknowledgement is written.                                      | e, signed by the parties and their witnesses on each  |
| in the Municipality of   | et my hand and affixed on every page hereof  Province of MARAMAE.            | TRUKTOIAQIA  TRUKTOIAQIA  |
| DOD NO. 410<br>PAGE NO. 83<br>BOOK NO. YC<br>SERIES OF 20 M  | UNTE   | LANDO B. LOPEZ  PURME FOR BUKIDNON  1. DECEMBER EV. 2022  ROLL HO. 54010  D. 182808/12/19-20                      |



E-mail: bac@cmu.edu.ph

#### **NOTICE OF AWARD**

April 13, 2021

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Dear Sir:

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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. DERIJE

Received, Acknowledged and Accepted:

Madae Name: \_\_\_

Signature: \_



E-mail: bac@cmu.edu.ph

#### **CONTRACT OF AGREEMENT**

#### REF. NO. RGMO-21-PB-31A

| UNIVEI<br>SUPER | RSITY of<br>SALES,IN | C. at Agro | this bines (thereinafter called "Site, Maramag, Bukidnon (he ws wited Bids for certain goods | the Entity") of the one reinafter called "the Supple 3/11/21 > 7 | ier") of the other part: |
|-----------------|----------------------|------------|--|--|--------------------------|
| OF DIE          | SEL & FU<br>m of Two | JEL and ha | is accepted a Bid by the Sup<br>ive Thousand Two Hundre                                      | plier for the supply of thos                                     | se goods and services    |
| ITEM            | UNIT.                | QTY        | DESCRIPTION  | UNIT<br>PRICE  | TOTAL AMOUNT             |
|                 |                      |            |  |  |                          |
|                 |                      | /          |  |  |                          |
| 1               | 3420                 | / II ·     | GASOLINE   | 60.00  | 205,200.00               |

| IIEM | UNII                                    | QIY           | DESCRIPTION  | PRICE      | TOTAL AMOUNT                            |
|------|---|---------------|--|------------|---|
|      |   | i de la compa |  |            |   |
|      |   | /             |  | 1 Persenya |   |
| 1    | 3420                                    | /li           | GASOLINE   | 60.00      | 205,200.00                              |
|      |   | .:            |  | 11.        |   |
|      |   |               | 200  |            |   |
|      |   |               | Other Requirements:  •Supplier shall issue a Statement of Account and corresponding Charge Invoice to the quantity of fuel delivered based on the quantity requested. Computation of price per liter gasoline delivered shall be based on the actual pump price of the company at the time of delivery to the university, which will be use as basis for payment, until the total amount stipulated per contract are fully delivered, Inspected & Accepted by CMU. |            |   |
|      |   |               |  | As man     |   |
|      |   |               |  |            |   |
|      |   |               |  |            |   |
|      |   |               |  |            | N// |
|      |   |               |  | •          |   |
|      |   |               |  | · · · .    |   |
|      |   |               |  |            |   |
|      | *************************************** |               | GRAND TOTAL  |            | 205,200.00                              |

### 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. The following documents shall be deemed to form and be read and construed as part of this agreement, viz,:

- (m) the Bid Form and the Price Schedule submitted by the Bidder;
- (n) the Schedule of Requirements;
- (o) the Technical Specifications;
- (p) the General Conditions of Contract;
- (q) the Special Conditions of Contract; and,
- (r) the Entity's Notification of Award.
- 3. 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.
- 4. 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.

The Common Seal of CMU, Musuan, Bukidnon was herein affixed in the presence of DR. JESUS ANTONIO G. DERIJE

|   | Control of the Contro | 4  |
|---|--|--|
| Signed, sealed, and del   | ivered by CENTRO SUPERS  | SALES,INC. in the presence of  |
| MAELENE M. TING.  |  |  |
|   |  |  |
| Binding Signature of Entity:  | Bino   | ling Signature of Supplier:  |
| 0010000   | Z.a /  |  |
|   |  |  |
| JESUS ANTONIO G. DE   | / 1 / 1  | IAELENE MIZZING  |
| President   | U ( ) Au   | thorized Representative  |
| Witness:  |  |  |
| withess.  |  | - 'h   |
|   | and the second of the second of the second   | found very   |
|   |  | ELLAH CELESTEM. MAGALONA   |
|   | \ /  | Chief, Accounting Unit   |
|   | ~  |  |
|   |  |  |
|   |  | 전화하는 사람들이 함께 보고 있다.<br>그리고 사람들이 하는 것이 되었다.   |
|   | ACKNOWLEDGEMENT  |  |
| REPUBLIC OF THE PHILIPPINES)  |  |  |
| PROVINCE OF BUKIDNON ) s.s. MUNICIPALITY OF MARAMAG)  |  |  |
| ·····   | MAY 2  | 1 2021   |
| BEFORE ME, a Notary Public for in the above ju  | risdiction on this day of  | at |
| on Notarial Practice.   | me following described Competent Evidence o  | r Identity (CEI) in accordance with the 20m Rules  |
| Name  | Constant Falls STI Co  |  |
| JESUS ANTONIO G. DERIJE   | Competent Evidence of Identity   | Date/place Issued  |
| MAELENE M. TING   |  |  |
| Known to me to be the same person who execute act and deed.   | ed the foregoing instrument and who acknowled  | lge to me that the same is their free and voluntary  |
|   |  |  |
| This instrument refers to the Contract of Agreen<br>and every hereof and thereof, including this page | nent consisting of 4) pages including this page,   | signed by the parties and their witnesses on each  |
| puge  | with the doubt will be written.  |  |
| IN TESTIMONIV WATERPOOF I have become   |  |  |
| IN TESTIMONY WHEREOF, I have hereunto s  MAY 2 2021 in the Municipality of                            | of, Province of MANAGED TO   | y notarial seal this day of  |
|   |  | In I   |
|   | /  | 000018   |
|   |  | ANDO B. LOPEZ  |
| DOG NO. 408   | # (1.1.  | PUBLIC FOR BULLONON  |
| PRES NO. 63   | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1  | DECTMBER AL 2023   |
| BOOK 180 XL   |  | RULL MO. ABOID   |
| SERIES OF 2021  | IBP NO   | . 135493 / 12-19-20  |
|   | 74.7   |  |
|   | OTR MO.  | 1215822E/12-01-2P  |

2 | Page COA-UIGP-028a