



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

## NOTICE OF AWARD

November 24, 2020

**ENGR. JERSON H. LIMOCON**

The Manager  
**XY BUILDERS**  
PUROK 2, PATAG, BAGONTAAS,  
VALENCIA CITY, BUKIDNON

Dear Sir/Madam;

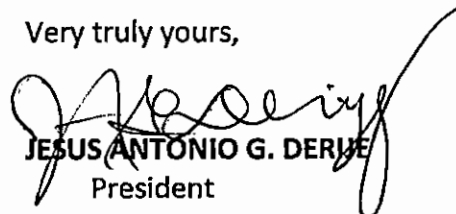
This is to inform you that bid proposal for the **CONSTRUCTION CHE FOOD RESEARCH AND DEVELOPMENT CENTER PHASE II**, which shall be funded under *General Fund* after having been post-qualified and declared to have obtained the Lowest Calculated Responsive Bid, has been recommended for award by the Bids and Awards Committee (BAC) of Central Mindanao University by virtue of **BAC Resolution No. 20-008-INFRA** and the same has been approved by the Central Mindanao University thru the undersigned in the amount of **Two Million Nine Hundred Eighty Nine Thousand Four Hundred Seventy Five Pesos and 68/100 Pesos (Php2,989,475.68)**. 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. DERIVE**  
President

Received, Acknowledged and Accepted:

Name: Jerson H. Limcon

Signature: [Handwritten Signature]

Date: 11/27/2020

**OFFICE OF THE BIDS AND AWARDS COMMITTEE**

**CONTRACT OF AGREEMENT  
 (20-008-INFRA)**

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

**XY BUILDERS** of PUROK 2, PATAG, BAGONTAAS, VALENCIA CITY, BUKIDNON, represented ENGR. JERSON H.LIMOCON in his capacity as Proprietor/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- **CONSTRUCTION CHE FOOD RESEARCH AND DEVELOPMENT CENTER PHASE II**, 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 Ninety Nine (99) calendar days at the calculated unit bid prices shown in the following Bill of Quantities, or a total Contract price of **Two Million Nine Hundred Eighty Nine Thousand Four Hundred Seventy Five Pesos and 68/100 Pesos (Php2,989,475.68)**.

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;  
**CONSTRUCTION CHE FOOD RESEARCH AND DEVELOPMENT CENTER PHASE II**  
 20-008-INFRA  
**Php2,989,475.68**

Item	Description	Unit	Qty	Unit Price	Total Amount
I	MOVING-IN	1	ls	13,364.400	13,364.40 ✓
II	FINISHING WORKS				
III	a. Concrete Plastering @ Exterior Area	523.26	m2	244.700	128,041.72 ✓
IV	b. Rubberized floor paint finished	22.2	m2	509.240	11,305.13 ✓
	CEILING WORKS	230.11	m2	1,235.240	284,241.08 ✓
	PAINTING WORKS				
	A. INTERIOR				
	a. Masonry Wall	213.85	m2	261.640	55,951.71 ✓
	b. Ceiling (Fiber Board)	94.89	m2	274.160	26,015.04 ✓
	c. Wooden Doors	22.68	m2	285.310	6,470.83 ✓

	B. EXTERIOR				
	a. Masonry Wall (left, front, right elevation), Ceiling, Parapet	608.41	m2	268.270	163,218.15 ✓
	b. Ceiling, Fascia Board & Side Cover (Fiber Board)	88.12	m2	295.220	26,014.79 ✓
V	MISCELLANEOUS WORKS				
	a. Bird/Insect Screen	67.32	m2	295.700	19,906.52 ✓
	b. Grease Trap	1	ls	13,896.290	13,896.29 ✓
	c. Side Cover, Fascia Board	23.9	m2	811.970	19,406.08 ✓
	d. Prepainted Gutter	48	lm	585.940	28,125.12 ✓
	e. Stainless Steel Water Tank (240 Li Capacity)	1	set	20,496.000	20,496.00 ✓
	f. Concrete Pedestal/Post for Electric Meter, Panel Board & Tranformer	1	ls	47,368.560	47,368.56 ✓
VI	MASONRY WORKS	4	m2	2,947.130	11,788.52 ✓
VII	PLUMBING WORKS	1	ls	23,693.380	23,693.38 ✓
VIII	CARPENTRY WORKS				
IX	a. Prefabricated Dressing Cubicles	8.8	m2	2,934.070	25,819.82 ✓
X	b. Built In Locker & Hanging Cabinets (phenolic)	7.2	m3	5,256.370	37,845.86 ✓
XI	ELECTRICAL WORKS	1	ls	1,977,126.140	1,977,126.14 ✓
	Energization Cost				
	PPE, BILLBOARD & WARNING SIGN	1	ls	31,799.540	31,799.54 ✓
	MOVING - OUT	1	ls	17,581.000	17,581.00 ✓
	TOTAL				2,989,475.68 ✓

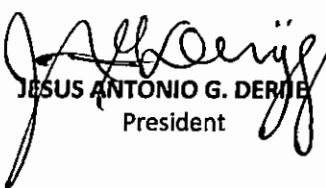

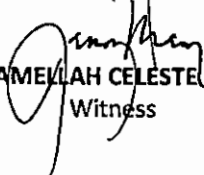
**B. Documents forming part of the Contract Agreement:**

- 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 All 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.

<p><b>CENTRAL MINDANAO UNIVERSITY</b></p>  <p><b>JESUS ANTONIO G. DERIJE</b> President</p> <p>_____</p> <p style="text-align: center;">Witness</p>	<p><b>CONSTRUCTION CHE FOOD RESEARCH AND DEVELOPMENT CENTER PHASE II</b></p>  <p><b>JERSON H. LIMOCAN</b> Manager</p> <p>Witnessed by:</p>  <p><b>MARIA JAMELLAH CELESTE M. MAGALONA</b> Witness</p>
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**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
 PROVINCE OF VALENCIA CITY, BUKIDNON  
 MUNICIPALITY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public for and in the above jurisdiction, on this day of December, 2018 at VALENCIA CITY, BUKIDNON, 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		
JERSON H. LIMOCAN		

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 DEC 07 2020 day of \_\_\_\_\_, in the Municipality of VALENCIA CITY, BUKIDNON.  
 Doc. No. 519  
 Page No. 105  
 Book No. 47  
 Series of 2020

**ATTY. JAROLD REYN. GENERALAO**  
 NOTARY PUBLIC FOR THE PROVINCE OF BUKIDNON  
 NOTARIAL COMMISSION NO. 33-19, VALID UNTIL DEC. 31, 2020  
 ATTORNEY'S REG. NO. S 7112, TIN 195 271-365  
 MCLE CERTIFICATE NO. VI-0217-21  
 IBP (BUKIDNON) O.R. NO. 057845 DATED 1 JANUARY 2019  
 PTR O.R. NO. 815720-11 24 DECEMBER 2018  
 P4, CATARATA ST., POBLACION, VALENCIA CITY, BUKIDNON