

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 22_____ between **DEPARTMENT OF ENERGY** of the Philippines (hereinafter called "the Entity") of the one part and **UNOTRONIX, INC.** of **Makati City, Philippines** (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Procurement of Supply and Delivery of Technical and Scientific Equipment under the National Energy Efficiency and Conservation Project (NEECP)** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Five Hundred Thousand Sixty-Seven and Two Hundred thirteen Pesos Only (PhP567,213.00)** (hereinafter called "the Contract Price").

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.
- (g) the Performance Security

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.

UNOTRONIX, INC.

DEPARTMENT OF ENERGY


By:

By:


JORDAN MARC T. JORDAN
Authorized Representative


PATRICK T. AQUINO, CESO III
Director, EUMB

Signed in the presence of:


John Raob Tenido


AGUSTUS CESAR A. NAVARRO
Chief, Accounting Division

ACKNOWLEDGEMENT

Before me, a Notary Public for and in the City of CITY OF MAKATI, Metro Manila, on this _____ day of MAY 10 2022, 2022, personally appeared:

	Number	Place of Issue	Date of Issue
Department of Energy			
PATRICK T. AQUINO, CESO III			
Unotronix, Inc..			
JORDAN MARC T. JORDAN	<u>P7946709A</u>	<u>DFA NCR NORTHEAST</u>	<u>15 JUL 2018</u>

Both known to me and to me known to be the same persons who executed the foregoing CY 2022 Contract for Procurement of Supply and Delivery of Technical and Scientific Equipment under the National Energy Efficiency and Conservation Project (NEECP), and they acknowledged to me that the same is their free act and deed and that of the agency and the corporation which they respectively represent. This agreement consisting of two (2) pages, including the page upon which this Acknowledgement is written, has been signed by the Parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written

Doc No. 981
Page No. 28
Book No. XIV
Series of MM



ATTY. GERVACIO B. ORTIZ JR.
Notary Public City of Makati
Until December 31, 2022
IBP No. 05729-Lifetime Member
MCLE Compliance No. VI-0024312
Appointment No. M-82-(2021-2022)
PTR No. 8852511 Jan. 3, 2022
Makati City Roll No. 40091
101 Urban Ave. Campos Rueda Bldg.
Brgy. Pio Del Pilar, Makati City

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : February 15,2022

Project Identification No: 05-0151-2022-EP-0014

To The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig City, Metro Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers "*Bid Bulletin No. 1 - 3rd PB CY2022*", the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY AND DELIVERY OF TECHNICAL AND SCIENTIFIC EQUIPMENT: thermal Imaging Camera, Flue Gas Analyzer, Insulation Multimeter, Sling Psychrometer (Digital Handheld Hygrometer) and Handheld Ultrasonic Flow Meter, UNDER THE NATIONAL ENERGY EFFICIENCY AND CONSERVATION PROGRAM (NEECP)** in conformity with the said PBDs for the sum of **PHP 805,854.00** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: **Value-Added Tax, Duties and Taxes** which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of **UNOTRONIX, INC.** as evidenced by the attached *Secretary's Certificate*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: Jordan Marc T. Jordan

Legal capacity: Sales and Application Engineer

Signature: 

Duly authorized to sign the Bid for and behalf of: UNOTRONIX, INC.

Date: February 15,2022

CERTIFIED TRUE COPY



Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder: **Unotronix, Inc**

Project ID No.: 05-0151-2022-EP-0014

Page 1 of 1

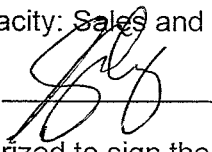
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Hikmopro M30	Singapore	2	Php160,000.00 Manila Airport	Php320,000.00	Php191,250.00	Php225,000.00	Php450,000.00
1	Kane 458S	Singapore	1	Php90,000.00 Manila Airport	Php90,000.00	Php100,500.00	Php109,345.00	Php128,641.00
2	AFT2000H	China	1	Php80,000.00 Manila Airport	Php80,000.00	Php90,000.00	Php93,500.00	Php110,000.00

Total: Php688,641.00

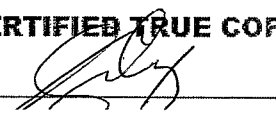
Name: Jordan Marc T. Jordan

Legal Capacity: Sales and Application Engineer

Signature: _____



Duly authorized to sign the Bid for and behalf of: Unotronix, Inc.

CERTIFIED TRUE COPY


Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder: **Unotronix, Inc**

Project ID No.: 05-0151-2022-EP-0014

Page 1 of 1

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Qty	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Fluke1587	Singapore	1	Php59,000	Php1,218.75	Php11,156.25		Php74,375.00	Php74,375.00
2	Fluke971	Singapore	1	Php35,000	Php1,412.30	Php6,425.70		Php42,838.00	Php42,838.00

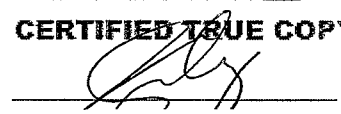
Total: Php117,213.00

Name: Jordan Marc T. Jordan

Legal Capacity: Sales and Application Engineer

Signature: 

Duly authorized to sign the Bid for and behalf of: Unotronix, Inc.

CERTIFIED TRUE COPY


Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No	Item	Qty.	Delivery Schedule
1	Thermal Imaging Camera	2	Sixty (60) calendar days upon receipt of Notice to Proceed
2	Flue Gas Analyzer	1	
3	Insulation Multimeter	1	
4	Sling Psychrometer (Digital Handheld Hygrometer)	1	
5	Handheld Ultrasonic Flow Meter	1	

Section VII. Technical Specifications/ Terms of Reference

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.

Technical Specifications/ Terms of Reference					Bidders Compliance
Supply and Delivery of Technical and Scientific Equipment:					
No	Item	Qty	Unit Price (Php)	ABC (Php)	
1	Thermal Imaging Camera	2	265,000.00	530,000.00	
2	Flue Gas Analyzer	1	130,000.00	130,000.00	
3	Insulation Multimeter	1	120,000.00	120,000.00	
4	Sling Psychrometer (Digital Handheld Hygrometer)	1	70,000.00	70,000.00	
5	Handheld Ultrasonic Flow Meter	1	150,000.00	150,000.00	
1. Thermal Imaging Camera					
Specification					
Formfactor		Handheld			
IR Camera Resolution		Detector Resolution minimum of 384 x 288 pixels			
Features		<ul style="list-style-type: none"> • Has image management • Has contrast adjustment • Has software for analyses and documentation • Manual focus and interchangeable lenses • Must have a 3rd part software, capable of interfacing with external devices such as laptop and tablet for on demand analysis. 			
Noise Equivalent Temperature Difference		< 35mK (@ 25 °C, F#=1.0)			
Image sensor		Vanadium Oxide Uncooled Focal Plane Arrays sensor or similar sensor technology performance			
Temperature Measurement Range		-20°C to 550°C			
Accuracy		Max (±2°C/3.6°F, ±2%), for ambient temperature 15°C to 35°C (59°F to 95°F) and object temperature above 0°C (32°F)			
Minimum Focus Distance		0.1 m			

<p>With 2 sets of Professional grade tool kit:</p>	<p><u>Phillips</u> 000, 00, 0, 1, 2 <u>Flathead</u> 1, 1.5, 2, 2.5, 3, 4 mm <u>Torx</u> T2, T3, T4, T5 <u>Torx Security</u> TR6, TR7, TR8, TR9, TR10, TR15, TR20, TR25 <u>Pentalobe</u> P2, P5, P6 <u>JIS</u> J000, J00, J0, J1 <u>Hex</u> 0.7, 0.9, 1.3, 1.5, 2, 2.5, 3, 3.5, 4, 4.5, 5 mm <u>Tri-point</u> Y000, Y00, Y0, Y1 <u>Nut Driver</u> 2.5, 3, 3.5, 4, 5, 5.5 mm <u>Square</u> 1, 2 <u>Gamebit</u> 3.8, 4.5 mm <u>Spanner</u> 6, 8 <u>Triangle</u> 2, 3 mm <u>SIM Eject Bit</u> <u>Oval Drive</u> <u>Magnetic Pickup</u> <u>1/4" to 4 mm Driver Adapter</u></p> <p>Magnetic Project Mat Dimensions: 8" x 10" x 0.105" / 200 x 250 x 2.7mm Anti-static Project Tray Case with Bag</p>
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2. Flue Gas Analyzer

Specification	
Formfactor	Handheld
Gases Detected	Carbon Dioxide, Carbon Monoxide, Oxygen
Carbon Monoxide Resolution	CO measurement up to 2,000 ppm or more
Maximum Gas Pressure	Approx. 400mbar
Features	<ul style="list-style-type: none"> • Can tests domestic gas, oil, biomass & some commercial appliances • Has latest upgradeable sensor technology • Hydrogen (H₂) ready – up to 20% blend

3. Insulation Multimeter

Specification	
Formfactor	Handheld
Tester Type	Insulation Tester
Minimum Test Voltage	50V
Maximum Test Voltage	1000V
Maximum Insulation Resistance Measurement	2 Giga Ohms
Display Type	Digital
Test Current	1mA
Safety Category Level	CAT III, CAT IV
Safety Category Voltage	600 V, 1000 V
Safety Category	CAT III 1000 V, CAT IV 600V
Operating Temperature:	-20°C to 55°C (Min to max)

4. Sling Psychrometer (Digital Handheld Hygrometer)

Specification	
Formfactor	Handheld
Temperature range	-20 °C to 60 °C (-4 °F to 140 °F)
Temperature accuracy	<ul style="list-style-type: none"> • 0 °C to 45 °C ± 0.5 °C • -20 °C to 0 °C and 45 °C to 60 °C ± 1.0 °C • 32 °F to 113 °F ± 1.0 °F • -4 °F to 32 °F and 113 °F to 140 °F ± 2.0 °F
Temperature update rate	500 ms
Relative humidity range	: 5 % to 95 % R.H.
Relative humidity accuracy	10 % to 90 % R.H. @ 23 °C (73.4 °F) ± 2.5 % R.H. <10 %, > 90 % R.H. @ 23 °C (73.4 °F) ± 5.0 % R.H.
Resolution	0.1 % R.H.
Response time (humidity)	For 90 % of total range - 60 sec. with 1 m/s air movement
Humidity sensor	Electronic capacitance polymer film sensor

5. Handheld Ultrasonic Flow Meter

Specification	
Formfactor	Handheld
Pipe size	Fitting standards of DN32-DN6000
Accuracy	±1%
Totalizer	7-digit totals for net positive and negative flow respectively
Liquid types	Virtually all liquids
Working temperature	Convertor : -20~60°C Flow Transducer : -30~160°C
Working humidity	Convertor 85%RH
Flow transducer	Rated at IP67
Date logger	Built-in data logger can store over 2000 lines of data

Handwritten mark

Other Terms of Reference

1. Bids offered should for all the quantity specified in the schedule of requirements. Multiple brand offer is not allowed.
2. Price quoted should be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties. Should the equipment be rendered obsolete or phased out by the manufacturer, the upgraded or new version shall be delivered at no added cost to DOE.
3. Equipment warranty must be at least one (1) year on parts and services. Supplier should warrant that all components' parts are new, not cloned/imitation, no defects, tested and in accordance with the specifications with retention money of 5% of Total Contract Price (TCP) as warranty fee and will be released after the lapse of warranty period (GPPB Resolution No. 30-2017).
4. The units shall be operationally tested before acceptance.
5. Delivery Terms: Sixty (60) calendar days upon receipt of Notice to Proceed (NTP).
6. Total bid Price is inclusive of all cost duties and taxes



Section IV. General Conditions of Contract

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1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

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Section V. Special Conditions of Contract

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Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Dir. Patrick T. Aquino, CESO III - EUMB</p> <p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is [indicate name(s)].</p>

Packaging

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

Transportation

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged, and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

	Intellectual Property Rights –
C	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	<p>The terms of payment shall be as follows:</p> <p>100% of the contract cost will be paid upon complete delivery and issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing, and accounting procedures.</p> <p>A 5% of the total contract price shall be deducted as a retention money for warranty which shall be refund upon the expiration of the warranty period.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	The warranty period is as stated in the TOR

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Republic of the Philippines
DEPARTMENT OF ENERGY
 (Kagawaran ng Enerhiya)

2022-03-046-NOA042 APR 18 2022

NOTICE OF AWARD (NOA)

UNOTRONIX, INC.
 5/F Filipino Bldg. 135 Dela Rosa St.
 Legaspi Village, Makati City

Attn : **Mr. JORDAN MARC T. JORDAN**
Sales and Application Engineer

Dear Mr. Jordan:

This is to inform you that upon the recommendation of the Bids and Awards Committee (BAC), we hereby award to **Unotronix, Inc.** the contract for the Procurement of Supply and Delivery of Technical and Scientific Equipment under the National Energy Efficiency and Conservation Program (NEECP) in the total amount of **Five Hundred Sixty-Seven Thousand Two Hundred Thirteen Pesos Only (Php567,213.00)**.

Particulars	ABC	Bids (Php)
Thermal Imaging Camera	530,000.00	450,000.00
Insulation Multimeter	120,000.00	74,375.00
Sling Psychrometer (Digital Handheld Hygrometer)	70,000.00	42,838.00
Total	720,000.00	567,213.00

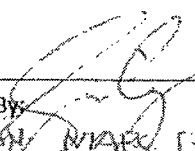
NOA issued through the physical address and/or electronic mail address shall be concurred within three (3) days upon receipt or successful transmittal. Please return the signed NOA to the BAC Secretariat within the same period and failure to do so shall constitute sufficient ground for the cancellation of this Award without prejudice to other available remedy and sanctions that the DOE may resort to.

Please submit your Performance Security within ten (10) calendar days from notice hereof. The said Performance Security shall be posted in accordance with the prescribed form as provided under Section 62.2.3.3. of the Implementing Rules and Regulations of Republic Act No. 9184.

Thank you.

Very truly yours,


FELIX WILLIAM B. FUENTESELLA
 Senior Undersecretary

Received By:	
	<u>JORDAN MARC T. JORDAN</u> Signature over Printed Name
	<u>UNOTRONIX / SALES AND APP ENGR.</u> Position and Company
	<u>04/28/22 11:34 AM</u> Date and Time Received

**DEPARTMENT OF ENERGY
BIDS AND AWARDS COMMITTEE**

Resolution No. 042, s. 2022

A RESOLUTION RECOMMENDING THE AWARD OF CONTRACT THROUGH PUBLIC BIDDING FOR THE PROCUREMENT OF SUPPLY AND DELIVERY OF TECHNICAL AND SCIENTIFIC EQUIPMENT UNDER THE NATIONAL ENERGY EFFICIENCY AND CONSERVATION PROGRAM (NEECP)

WHEREAS, the Bids and Awards Committee (BAC) conducted a Competitive Bidding, particularly Public Bidding for the Procurement of Supply and Delivery of Technical and Scientific Equipment under the National Energy Efficiency and Conservation Program (NEECP) of Energy Utilization Management Bureau (EUMB) with an approved budget for the contract (ABC) in the amount of Php1,000,000.00;

WHEREAS, this procurement was included in the Department's CY 2022 Annual Procurement Plan duly approved by Secretary Alfonso G. Cusi;

WHEREAS, the Invitation to Bid was posted continuously in the websites of DOE and PhilGEPS from 27 January to 17 February 2022, as required under Section 21, Rule VII of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A) 9184;

WHEREAS, the opening of the Technical Proposals including the Eligibility Requirements and Financial Proposals was held on 17 February 2022;

WHEREAS, four (4) bidders submitted Technical Proposals including the Eligibility Requirements and Financial Proposals for the various lots of which details are as follows;

Particulars	ABC	Bids (Php)			
		Unotronix Inc.	Andsons Educational Resources, Inc.	Uly Tech Trading	Systems Controls Instrumentations, Inc
1 Thermal Imaging Camera	530,000.00	450,000.00	527,238.00	No Bid	*Bid Not Opened
2 Flue Gas Analyzer	130,000.00	128,641.00	95,239.00	99,950.00	
3 Insulation Multimeter	120,000.00	74,375.00	99,840.00	114,750.00	
4 Sling Psychrometer (Digital Handheld Hygrometer)	70,000.00	42,838.00	46,756.00	67,750.00	
5 Handheld Ultrasonic Flow Meter	150,000.00	110,000.00	81,120.00	137,850.00	

WHEREAS, during the opening of bids, Systems Controls Instrumentations, Inc., submitted a bid but was declared non-eligible to participate in the bidding for the failure to submit the Manpower Requirements/Organizational Structure as required in the bidding documents, thus the Financial Bid were not opened. Systems Controls Instrumentations, Inc. was duly notified and did not file for a request for reconsideration;

WHEREAS, the post-qualification evaluation was conducted by the BAC-TWG on 8 March 2022 for both Unotronix, Inc. and Andsons Educational Resources, Inc.;

WHEREAS, based on the result of the post-qualification submitted by the BAC-TWG, Unotronix, Inc. and Andsons Educational Resources, Inc. complied with all the requirements as indicated in the attached summary and adopted by the BAC in its Regular BAC Meeting no. 10 on 29 March 2022, accordingly recommends the award of contracts to Unotronix, Inc. and Andsons Educational Resources, Inc. for being the **Lowest Calculated Responsive Bidders** is hereby recommended;

NOW, THEREFORE, in view of the foregoing, and upon motion duly made by MR. JIMMY B. BALWINDAY, the proponent of the activity, the BAC has resolved, as hereby it is, **RESOLVED** to:

1. **APPROVE** the BAC-TWG findings and recommendation for the award of contract for the Procurement of Supply and Delivery of Technical and Scientific Equipment under the National Energy Efficiency and Conservation Program (NEECP), to **Unotronix, Inc. and Andsons Educational Resources, Inc.** in the amounts of **Five Hundred Sixty-Seven Thousand Two Hundred Thirteen Pesos Only (Php567,213.00)** and **One Hundred Seventy-Six Thousand Three Hundred Fifty-Nine Pesos Only (Php176,359.00)** respectively, of which details are as follows;

Unotronix, Inc.

Particulars	ABC	Bids (Php)
Thermal Imaging Camera	530,000.00	450,000.00
Insulation Multimeter	120,000.00	74,375.00
Sling Psychrometer (Digital Handheld Hygrometer)	70,000.00	42,838.00
Total	720,000.00	567,213.00

Andsons Educational Resources, Inc.

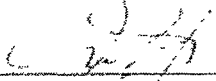
Particulars	ABC	Bids (Php)
Flue Gas Analyzer	130,000.00	95,239.00
Handheld Ultrasonic Flow Meter	150,000.00	81,120.00
Total	280,000.00	176,359.00

1. **RECOMMEND** to the Senior Undersecretary, the approval of the award of the above-mentioned contract; and,
2. **FURNISH** the Commission on Audit, for its information and reference, a copy of this Resolution immediately after its approval by the Senior Undersecretary;

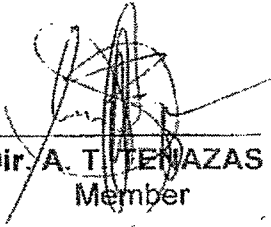
RESOLVED AND ADOPTED by the DOE Bids and Awards Committee, Regular Meeting No. 10 this 29th day of March 2022 at the Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila.



Usec. R. B. UY
Chairperson



Asec. R. E. DELOLA
Vice Chairperson




Dir. A. T. TENAZAS
Member



Dir. A. A. S. SOLUTA
Member



Dir. P. A. AVENIDO JR
Member




Asst. Dir. R. I. ROMERO
Alternate Member



J. B. BALUNDAY
End-user

APPROVED BY:



FELIX WILLIAM B. FUENTEBELLA
Senior Undersecretary


FGD/jjad

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENERGY
Energy Center, Merritt Road
Fort Bonifacio, Taguig City

No. : 2022-021

Date: May 6, 2022

ACKNOWLEDGEMENT RECEIPT

Received from: Unotronics, Inc.

the amount in Pesos _____

_____ (P _____) only

Representing Supply + Delivery of Technical &
Scientific Equipment under NEECP

Rosemarie A. Quinanola
ROSEMARIE A. QUINANOLA

Cashier

() GSIS Bond

() Surety Bond

() Bank Guarantee

Liberty Ins. Corp. ₱170,163.90



Liberty Insurance Corporation

JCS Building, 119 Dela Rosa cor. C. Palanca Sts. Legaspi Village, Makati City
Tel. Nos. 819-19-61 to 66 • Fax Nos. 818-86-39 / 819-52-17
Website www.libertyinsurance.com.ph

G(13) No. 26165

LIC Bond No. 80715

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, **UNOTRONIX, INC.**, of **5/F FILIPINO BLDG., 135 DELA ROSA ST., LEGASPI VILLAGE, MAKATI CITY**, as Principal and **LIBERTY INSURANCE CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, as Surety, are held and firmly bound unto, **DEPARTMENT OF ENERGY**, as Obligee, in the sum of **ONE HUNDRED SEVENTY THOUSAND ONE HUNDRED SIXTY THREE PESOS & 90/100** (Php **170,163.90**), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents:

The conditions of this obligation are as follows:

WHEREAS, this bond is issued to **guarantee the faithful performance by the Principal for the**

PROCUREMENT OF SUPPLY AND DELIVERY OF TECHNICAL AND SCIENTIFIC EQUIPMENT UNDER THE NATIONAL EFFICIENCY AND CONSERVATION PROGRAM (NEECP).

Copies of which is hereto attached and forms an integral part hereof, it is hereby understood that the liability of the Surety Company under this bond shall in no case exceed the amount of **ONE HUNDRED SEVENTY THOUSAND ONE HUNDRED SIXTY THREE PESOS & 90/100** (Php **170,163.90**)

WHEREAS, said Obligee requires said Principal to give a good and sufficient Bond in the above stated sum to secure the full and faithful performance on its part of said above undertaking

NOW, THEREFORE, if the above Principal shall well and truly perform and fulfill any undertakings, covenants, terms, conditions and agreements stipulated in said agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The liability of **LIBERTY INSURANCE CORPORATION**, under this bond shall take effect on **April 27, 2022** and will expire on **April 27, 2023**. Furthermore, it is hereby agreed and understood that **LIBERTY INSURANCE CORPORATION** shall not be liable for any claim not discovered and presented to the company within thirty (30) days from the expiration of this bond and that the Obligee hereby waives its right to file any court action against the Surety after the termination of thirty (30) days mentioned after which time this bond shall definitely terminated and be deemed absolutely cancelled.

IN WITNESS WHEREOF, we have set our hands and signed our names on this **27th** day of **April 2022**, at **SAN JUAN CITY**, Philippines.

UNOTRONIX, INC.

TIN-

By:

ARLENE A. ENRIQUEZ
Authorized Signatory
(Principal)

LIBERTY INSURANCE CORPORATION
TIN-000-471-488-000

By: **JOSEFINA M. SALVADOR**
President and Chief Operating Officer
(Surety)

Signed in the presence of:

Varesca V. Bestal

John Paolo Tenido

not valid without the original signature of authorized signatory of the Surety Company

VALID FOR GOVERNMENT PROJECTS ONLY



Liberty Insurance Corporation

JCS Building 119 Dela Rosa cor. C. Palanica Sts., Legaspi Village, Makati City
Tel. Nos. 819-19-61 to 66 Fax Nos. 819-52-17 / 818-86-39 Website: www.libertyinsurance.com.ph

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) S.S.
MAKATI CITY)

On this 27th day of April, 2022 at Makati City, Philippines, personally appeared before me:

NAME	Residence Certificate No.	ISSUED AT	ISSUED ON
ARLENE A. ENRIQUEZ			

and JOSEFINA M. SALVADOR exhibiting Residence Certificate No. TIN-100-304-777 issued at on representing LIBERTY INSURANCE CORPORATION with Corporation Tax Certificate No. TIN-000-471-488 issued at on known to me to be the same person or persons who executed the foregoing instrument which they confirmed and ratified, declaring the same to be their free and voluntary act and deed and those of the corporation he/she/they represent.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at the date and place first above-written.

Doc. No. 118
Page No. 25
Book No. LVI
Series of 22

EDWIN C. ANDAYA
NOTARY PUBLIC
PASIG PATEROS & SAN JUAN
EXTENDED UP TO JUN. 30, 2022
PTR NO. 7187103/1-2-2021
IBP NO. 056033 WAPP. NO. 512519/2020
NOTARY PUBLIC
MCLE V, 000493
2ND FLOOR ARMAL BLDG. URBANO
VELASCO AVE. MALINAO PASIG CITY

REPUBLIC OF THE PHILIPPINES) S.S.
)

JOSEFINA M. SALVADOR, President and Chief Operating Officer of the LIBERTY INSURANCE CORPORATION having been duly sworn, states and deposes that the said LIBERTY INSURANCE CORPORATION is a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office in Makati City and is duly authorized to execute and furnish surety bonds for all purposes within the said islands by virtue of Administrative Order No. 266 date April 28, 1958 and that it is actually worth the amount specified in the foregoing undertaking, to wit ONE HUNDRED SEVENTY THOUSAND ONE HUNDRED SIXTY THREE PESOS & 90/100

(P 170,163.90) Philippine Currency over and above all just debts and obligations, and property exempt from execution, and that it has no outstanding and demandable obligation in any amount of both civil and criminal cases to the government or any of its agencies as of this date.

LIBERTY INSURANCE CORPORATION

TIN-000-471-488

JOSEFINA M. SALVADOR

Authorized Signatory

SUBSCRIBED AND SWORN TO before me this 27th day of April, 2022 at SAN JUAN CITY Philippines, Affiants/s having exhibited to me their Residence Certificates as above indicated.

WITNESS MY HAND AND SEAL

Doc. No. 119
Page No. 25
Book No. LVIII
Series of 22

EDWIN C. ANDAYA
NOTARY PUBLIC
PASIG PATEROS & SAN JUAN
EXTENDED UP TO JUN. 30, 2022
PTR NO. 7187103/1-2-2021
IBP NO. 056033 WAPP. NO. 512519/2020
ROLL NO. 2666
MCLE V, 000493
2ND FLOOR ARMAL BLDG. URBANO
VELASCO AVE. MALINAO, PASIG CITY



Blg. 2022/12-R
(No. 2022/12-R)

Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
INSURANCE COMMISSION

KATIBAYAN NG PAGKAMAYKAPANGYARIHAN
CERTIFICATE OF AUTHORITY

ITO AY PATUNAY na ang **LIBERTY INSURANCE CORPORATION**
(This is to certify that)

NG LUNGSOD NG MAKATI, PILIPINAS

na isang pang **DI-BUHAY**
" **NON-FIT**
(FIRE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company has complied with all requirements of law

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies under its jurisdiction

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
this CERTIFICATE OF AUTHORITY to transact

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatlumpu't isang
the class of insurance business above set forth until ten by which midnight on the thirtieth

araw ng Disyembre, taong dalawang libo't dalawampu't apat
day of December 2021

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause

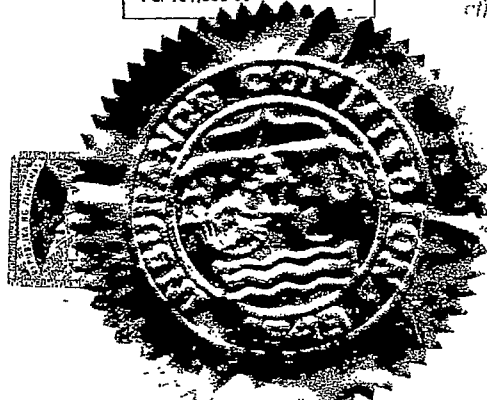
Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan
(In WITNESS WHEREOF, I have hereunto subscribed my name)

at ikinintal ang Opisyal na Tatak ng aking Tanggapan
and caused my official seal to be affixed.

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This is given

simula ika-isa ng Enero 2022.
effective on January 1, 2022.

OR# 0511696
Dated September 7, 2021
Ps. 181,800 00



DENNIS B. FUNA
Insurance Commissioner