

## 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 **ANDSONS EDUCATIONAL RESOURCES, INC.** of **Cavite 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 **One Hundred Seventy-Six Thousand Three Hundred Fifty-Nine Pesos Only (PhP176,359.00)** (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.

**ANDSONS EDUCATIONAL  
RESOURCES, INC.**

By:

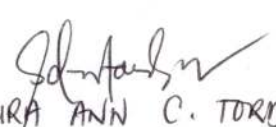
  
**ENGR. ROMEO O. ANDRADE**  
General Manager


**DEPARTMENT OF ENERGY**

By:

  
**PATRICK T. AQUINO, CESO III**  
Director, EUMB

Signed in the presence of:

  
**ALOURA ANN C. TORREDO**  
ADMIN STAFF

  
**AGUSTUS CESAR A. NAVARRO**  
Chief, Accounting Division

IMUS, CAVITE

)

AKNOWLEDGEMENT

Before me, a Notary Public for and in the City of IMUS, CAVITE, Metro Manila, on this MAY 23 2022 day of \_\_\_\_\_ 2022, personally appeared:

	Number	Place of Issue	Date of Issue
Department of Energy			
<b>PATRICK T. AQUINO, CESO III</b>			
Andsons Educational Resources, Inc.			
<b>ENGR. ROMEO O. ANDRADE</b>			

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. 509  
Page No. 103  
Book No. CVII  
Series of WV

**ATTY. MARVYN L. MARISTELA**  
Notary Public  
Until December 31, 2023  
NP COMM NO 63264-22  
PTR No. CI 1867470 / 01-03-2022 / Imus, Cavite  
IBP Membership No 132130 / 01-24-2022 / Cavite  
MCLE Compliance No. VII 0011789 / 03-01-2022 / Cavite  
Attorney's Roll No 62911

Annex E

Bid Form for the Procurement of Goods

BID FORM

Date : February 9, 2022

Project Identification No. : 0510151-2022-EP-0014

To: **Usec. ROBERTO B. UY**

Chairperson Bids and Awards Committee

Department of Energy

3F DOE Main Bldg., Energy Center, Rizal

Drive Bonifacio Global City, Taguig City, Philippines 1632

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Deliver 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 **Eight Hundred Fifty Thousand One Hundred Ninety Three Pesos Only (PHP 850,193.00 only)** 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: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- 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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: Name and address Amount and Purpose of Agent Currency/Commission or gratuity

NONE

(if none, state "None")

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 *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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: ENGR ROMEO O. ANDRADE

Legal capacity: General Manager / President

Signature: 

Duly authorized to sign the Bid for and behalf of: Andsons Educational Resources Inc.

Date: February 9, 2022

Price Schedule For Goods Offered From Within the Philippines

Name of Bidder: ANDSONS EDUCATIONAL RESOURCES 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	Quantity	Unit price / item	Transportation and Insurance 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	Thermal Imaging Camera	USA	2	192,442.00	26,362.00	31,634.00	13,181.00	263,619.00	527,238.00
2	Fine Gas Analyzer	UK	1	69,524.00	9,524.00	11,429.00	4,762.00	95,239.00	95,239.00
3	Insulation Multimeter	USA	1	72,883.00	9,984.00	11,981.00	4,992.00	99,840.00	99,840.00
4	Sling Psychrometer (Digital Handheld Hygrometer)	PHILIPPINES	1	34,131.00	4,676.00	5,611.00	2,338.00	46,756.00	46,756.00
5	Handheld Ultrasonic Flow Meter	USA	1	59,218.00	8,112.00	9,734.00	4,056.00	81,120.00	81,120.00

850,193.00

NAME: ENGR. ROMEO O. ANDRADE

LEGAL CAPACITY: General Manager / Authorized Representative

Signature

Duly authorized to sign Bid for and on behalf of Andsons Educational Resources Inc.



## 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	

  
**ENGR. ROMEO O. ANDRADE**  
Authorized Representative

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:					COMPLY																		
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					COMPLY																		
<table><tr><th colspan="2">Specification</th></tr><tr><td>Formfactor</td><td>Handheld</td></tr><tr><td>IR Camera Resolution</td><td>Detector Resolution minimum of 384 x 288 pixels</td></tr><tr><td>Features</td><td><ul style="list-style-type: none"><li>Has image management</li><li>Has contrast adjustment</li><li>Has software for analyses and documentation</li><li>Manual focus and interchangeable lenses</li><li>Must have a 3rd part software, capable of interfacing with external devices such as laptop and tablet for on demand analysis.</li></ul></td></tr><tr><td>Noise Equivalent Temperature Difference</td><td>&lt; 35mK (@ 25 °C,F#=1.0)</td></tr><tr><td>Image sensor</td><td>Vanadium Oxide Uncooled Focal Plane Arrays sensor or similar sensor technology performance</td></tr><tr><td>Temperature Measurement Range</td><td>-20°C to 550°C</td></tr><tr><td>Accuracy</td><td>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)</td></tr><tr><td>Minimum Focus Distance</td><td>0.1 m</td></tr></table>						Specification		Formfactor	Handheld	IR Camera Resolution	Detector Resolution minimum of 384 x 288 pixels	Features	<ul style="list-style-type: none"><li>Has image management</li><li>Has contrast adjustment</li><li>Has software for analyses and documentation</li><li>Manual focus and interchangeable lenses</li><li>Must have a 3rd part software, capable of interfacing with external devices such as laptop and tablet for on demand analysis.</li></ul>	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
Specification																							
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Minimum Focus Distance	0.1 m																						

With 2 sets of Professional grade tool kit:	<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> 1/4" to 4 mm Driver Adapter  Magnetic Project Mat Dimensions: 8" x 10" x 0.105" / 200 x 250 x 2.7mm Anti-static Project Tray Case with Bag	COMPLY
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## 2. Flue Gas Analyzer


COMPLY

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. 400mbaí
Features	<ul style="list-style-type: none"> <li>Can tests domestic gas, oil, biomass &amp; some commercial appliances</li> <li>Has latest upgradeable sensor technology</li> <li>Hydrogen (H<sub>2</sub>) ready – up to 20% blend</li> </ul>



3. Insulation Multimeter		COMPLY	
Specification			
Formfactor	Handheld		
Test type	Insulation Test		
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)		COMPLY	
Specification			
Formfactor	Handheld		
Temperature range	-20 °C.to 60 °C (-4 °F to 140 °F)		
Temperature accuracy	<ul style="list-style-type: none"><li>0 °C to 45 °C ± 0.5 °C</li><li>-20 °C to 0 °C and 45 °C to 60 °C ± 1.0 °C</li><li>32 °F to 113 °F ± 1.0 °F</li><li>-4 °F to 32 °F and 113 °F to 140 °F ± 2.0 °F</li></ul>		
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			COMPLY
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		

Other Terms of Reference	COMPLY
<ol style="list-style-type: none"><li>1. Bids offered should for all the quantity specified in the schedule of requirements. Multiple brand offer is not allowed.</li><li>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.</li><li>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).</li><li>4. The units shall be operationally tested before acceptance.</li><li>5. Delivery Terms: Sixty (60) calendar days upon receipt of Notice to Proceed (NTP).</li><li>6. Total bid Price is inclusive of all cost duties and taxes</li></ol>	

  
**ENGR. ROMEO O. ANDRADE**  
Authorized Representative

## ***Section IV. General Conditions of Contract***

## 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.

## ***Section V. Special Conditions of Contract***



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></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: <b>Dir. Patrick T. Aquino, CESO III - EUMB</b></p> <p><b>Delivery and Documents</b></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.

	<b>Intellectual Property Rights –</b>
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

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.**

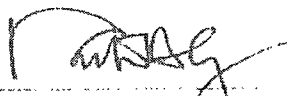
Particulars	ABC	Bids (Php)
Thermal Imaging Camera	530,000.00	450,000.00
Insulation Multimeter	120,000.00	74,375.00
Sling Psychrometer (Digital Handheld Hygrometer)	70,000.00	42,838.00
Total	720,000.00	567,213.00

**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;

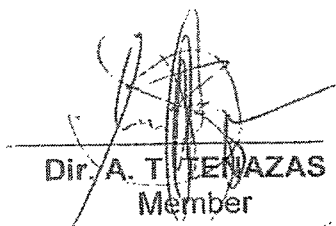
RESOLVED AND ADOPTED by the DOE Bids and Awards Committee, Regular Meeting No. 10 this 29<sup>th</sup> day of March 2022 at the Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila.



Usec. R. B. UY  
Chairperson



Asec. R. E. DEOLA  
Vice Chairperson



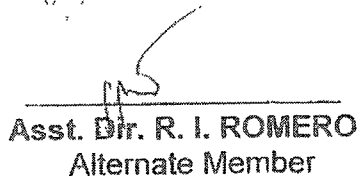
Dir. A. T. TENAZAS  
Member



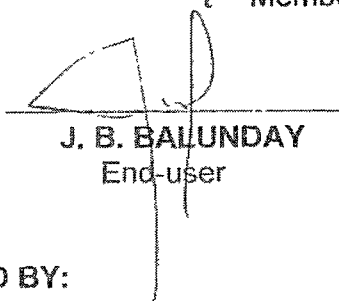
Dir. A. A. S. SOLUTA  
Member



Dir. P. A. AVENIDO JR  
Member

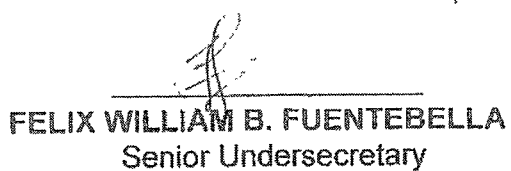


Asst. Dir. R. I. ROMERO  
Alternate Member



J. B. BALUNDAY  
End-user

APPROVED BY:

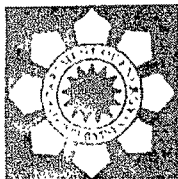


FELIX WILLIAM B. FUENTEBELLA  
Senior Undersecretary



FGD/ijad





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

2022-03-047-NOA042 APR 18 2022

NOTICE OF AWARD (NOA)

ANDSONS EDUCATIONAL RESOURCES, INC.  
Blk 22 Lot 2, Sicily Street, Pallas Athena Executive Village  
Imus, Cavite

Attn : Engr. ROMEO O. ANDRADE  
General Manager

Dear Engr. Andrade:

This is to inform you that upon the recommendation of the Bids and Awards Committee (BAC), we hereby award to Andsons Educational Resources, 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 One Hundred Seventy-Six Thousand Three Hundred Fifty-Nine Pesos Only (Php176,359.00).

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

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. FUENTEBELLA  
Senior Undersecretary

Received By:
ENGR. ROMEO O. ANDRADE
Signature over Printed Name
PRESIDENT/ANDSONS EDUCATIONAL RESOURCES, INC.
Position and Company
APRIL 25, 2022 / 3:20 PM
Date and Time Received

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF ENERGY

Energy Center, Merritt Road  
Fort Bonifacio, Taguig City

No.: 2022-017

Date: May 4, 2022


ACKNOWLEDGEMENT RECEIPT

Received from Anderson Educational Resources, Inc.

The amount in Pesos \_\_\_\_\_

(P. \_\_\_\_\_) only

Representing Supply + Delivery of Technical + Scientific  
Equipment under the NEECP

  
**ROSEMARIE A. QUINANOLA**  
Cashier

( ) GSIS Bond

(☒) Surety Bond Stronghold Ins. Co. Inc. ₱52,907.70

( ) Bank Guarantee

  
**Reimel Crisostomo**



**STRONGHOLD**  
**INSURANCE COMPANY INCORPORATED**  
M-2 South Center Tower Ventures St., Madrigal Bus., Park Alabang  
Muntinlupa City, City of Muntinlupa, NCR, Fourth District, Philippines 1700  
VAT Reg. TIN: 000-602-270-00015 • Tel. No.: 850-4635 \* Telefax No.: 850-4634

OFFICIAL RECEIPT

Nº 00015- 0134167

Date: April 27, 2022

RECEIVED from M ANDSONS EDUCATIONAL RESOURCES, INC.

Address

TIN: Bus. Style

the sum of Pesos

only ( P 3,200.66 )

in full/payment of		
Policy / Bond	6(13)-5001-755191	
Endorsement No		
Renewal No		
Amount of Coverage	PHD 52,907.70	
From	April 27 2022	2,116.31
Insurance in Force		264.54
To	April 27 2023	P 253.96
Premium		25.87
Documentary Stamps		300.00
Fire Service Tax		50.00
Others		
VAT Amount		
Total Sales		P 3,200.66
TOTAL AMOUNT PAYABLE		

Paid by:  
Cash Check No  
PM/TW No  
Note: Replacing Temporary  
Receipt No  
Dated

STRONGHOLD INSURANCE COMPANY, INC

By:

Authorized Signature

Above Payment(s) are received subject to all conditions stipulated at the back of hereof.

2000 Bkts. (50x4) 00015-0095001 - 00015-0195000  
BIR ATP No.: OCN8AU0000324482  
Date of ATP: 12-05-2018 • Expiry Date: 12-04-2023  
D'TROY PRINTERS  
505 Yakal St., Comembo, Makati City  
VAT Reg. TIN: 105-361-014-00000 • Tel. No.: 369-9711  
Accr'tn No.: 050MP20130000000009 • Date of Accreditation: 12/12/13

THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP

# STRONGHOLD

## INSURANCE COMPANY, INCORPORATED

17th Floor, Security Bank Centre 6776 Ayala Avenue, Makati City

### PERFORMANCE BOND

SICI BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

G(13) 286191

That we, ANDSONS EDUCATIONAL RESOURCES, INC. as Principal contractor of Lot 2 Block 22 Santa Street, Pallas Athena, Executive Village, Alabang II-D, Imus, Cavite and the **STRONGHOLD INSURANCE COMPANY, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines with head office at Makati City, as Surety, are held and firmly bound unto the DEPARTMENT OF ENERGY in the sum of FIFTY TWO THOUSAND NINE HUNDRED SEVEN PESOS & 70/100 ONLY (Ps. 52,907.70), Philippine Currency, for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly be these presents;

The **CONDITIONS OF THIS OBLIGATIONS** are as follows:

#### VALID FOR GOVERNMENT INFRASTRUCTURE PROJECTS SUPPLY & SERVICE CONTRACT

PROCUREMENT OF SUPPLY AND DELIVERY OF TECHNICAL AND SCIENTIFIC EQUIPMENT under the NATIONAL ENERGY EFFICIENCY AND CONSERVATION PROGRAM (NEECP), AS PER NOTICE OF AWARD 2022-03-047-NOA042 DATED APRIL 18, 2022. THIS BOND IS CALLABLE ON DEMAND PURSUANT TO THE PROVISIONS OF THE IMPLEMENTING RULES AND REG. OF R.A. 9184.

WHEREAS, the liability of the Surety Company under this bond shall in no case exceed the sum of PESOS: FIFTY TWO THOUSAND NINE HUNDRED SEVEN PESOS & 70/100 ONLY (Ps. 52,907.70), Philippine Currency, inclusive of interest, attorney's fee and other damages, and shall not be liable for any advances of the Oblige to the Principal;

WHEREAS, said contract requires the 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 contract;

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

The liability of the surety company under this bond shall expire on APRIL 27, 2023 and the bond is deemed absolutely cancelled **Ten(10)** days thereafter.

IN WITNESS WHEREOF, we have set our hands and signed our names at Makati City this 27th day of APRIL 2022.

ANDSONS EDUCATIONAL RESOURCES, INC. **STRONGHOLD INSURANCE COMPANY, INC.**

TIN 000-602-270

By:

BY: ROMEO O. ANDRADE  
(Principal)  
General Manager

GIMESIO L. GUYON  
Branch Manager

MAKATI CITY, METRO MANILA } S.S. SICI NO. \_\_\_\_\_

In Makati City, Metro Manila, Philippines \_\_\_\_\_ 27th day of \_\_\_\_\_ APRIL 2022 personally appeared before me.

NAME	Comm. Tax Cert. No.	I S S U E D	
		At	On
Mr. ANDSONS EDUCATIONAL RESOURCES, INC.			
Mr. BY: ROMEO D. ANDRADE			
Mr.			

and Mr. \_\_\_\_\_ GIMENO D GOYON with Comm. Tax Cert. No. \_\_\_\_\_ 435#03-7077158-7 issued at \_\_\_\_\_ on \_\_\_\_\_ for and in behalf of STRONGHOLD INSURANCE COMPANY, INC. with Comm. Tax Cert, No, \_\_\_\_\_ issued at Makati City on January 03, 2022 to me known to be the same persons who signed and executed the foregoing instrument and knowledge before me that same is of their own voluntary act and deed.

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

Doc. No. \_\_\_\_\_ 487  
Page No. \_\_\_\_\_ 98  
Book No. \_\_\_\_\_ 3  
Series of \_\_\_\_\_ 2022

ATTY. ROMEO D. MENDEZ  
NOTARY PUBLIC 2022  
My Commission expires Dec. 31, \_\_\_\_\_  
PTR NO 8852512 - Makati - 1-3-2022  
Roll No. 24288/Tin No. 127-489-459  
IBP No. 170936/Pasig City/12-20-21  
MCLE Compliance No VI-0013589/1D-2-18/Pasig City

REPUBLIC OF THE PHILIPPINES }  
MAKATI CITY, METRO MANILA } S.S.

\_\_\_\_\_ GIMENO D. GOYON - Branch Manager of the Stronghold Insurance Company, Inc. having been duly sworn, states and deposes that the said Stronghold Insurance Company, Inc. is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Makati City and is duly authorized to execute and furnish surety bonds for all purposes within the said Philippines; and that it is actually worth the amount specified in the foregoing undertaking to wit: FIFTY TWO THOUSAND NINE HUNDRED \_\_\_\_\_ Pesos, (P 52,000.00) Philippines Currency, over and above all your debts and obligation and property exempt from execution. SEVEN PESOS & 70/100 ONLY



STRONGHOLD INSURANCE COMPANY, INC.  
TIN: 000-602-270

By \_\_\_\_\_ GIMENO D. GOYON Branch Manager

Subscribed and sworn to before me this \_\_\_\_\_ 27th day of \_\_\_\_\_ APRIL 2022 at Makati City, Philippines. Affiant exhibited to me his Comm. Tax Certificate and that the corporation, as above mentioned.

Doc. No. \_\_\_\_\_ 487  
Page No. \_\_\_\_\_ 98  
Book No. \_\_\_\_\_ 3  
Series of \_\_\_\_\_ 2022

APPROVED:

ATTY. ROMEO D. MENDEZ  
PTR NO 8852512 - Makati - 1-3-2022  
Roll No. 24288/Tin No. 127-489-459  
IBP No. 170936/Pasig City/12-20-21  
NOTARY PUBLIC  
My Commission expires Dec.31, \_\_\_\_\_ 2022  
MCLE Compliance No VI-0013589/1D-2-18/Pasig City

Rig. 2022/14-R  
(No.) 2022/14-R



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

ITO AY PATUNAY na ang  
(This is to certify that

**STRONGHOLD INSURANCE COMPANY, INC.**

**NG LUNGSOD NG MAKATI, PILIPINAS**

na isang  
a

pang **DI-BUHAY**  
**NON-LIFE**

**(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 leugnay sa gayong mga kompanya ng seguro, kung kaya pinagtakalooban  
*of the Philippines relative to such insurance companies, and it is hereby granted*

alibong KATIBAYAN NG PAGKAMAYRAPANGYARIHAN upang makipagnegosyo ng  
*this CERTIFICATE OF AUTHORITY to transact,*

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatingsab, ng ikatatlumpu't isang  
*the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first*

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

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

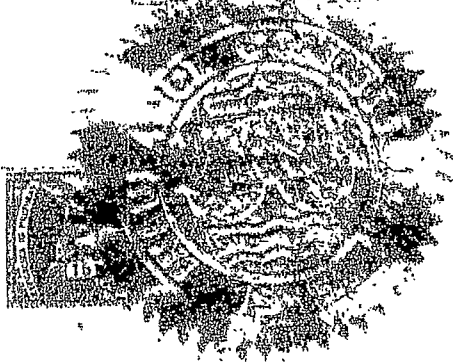
Bilang KATUNAYAN NITO, inilagda ko ang aking pangalan  
*(In WITNESS WHEREOF, I have hereunto subscribed my name)*

at ilalintal ang Opisyal na Tatak ng aking Tanggapan  
*and caused my Official Seal to be affixed,*

sa Lungsod ng Maynila, Pilipinas. Itong ngayon blsa  
*at the City of Manila, Philippines. This day of*

simula Ika-Isa ng Enero 2022.  
*effective on 1 January 2022.*

ORA 0528547 A  
Dated October 22, 2021  
Pa. 181,907.00



**DENNIS B. FUNA**  
Insurance Commissioner