

Republic of the Philippines CENTRAL MINDANAO UNIVERSITY BIDS AND AWARDS COMMITTEE

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

NOTICE OF AWARD

Ms. Jay Ann Lerit
Authorized Representative
HINOKI GLOBAL CONCEPTS INC.
146 Fortune Drive, Fortune Village 6,
Parada, Valenzuela City.

Dear Sir:

This is to inform you that your bid proposal for the PROCUREMENT OF LABORATORY EQUIPMENT which shall be funded under Trust 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. TF-21-PB-77, and the same has been approved by the Central Mindanao University thru the undersigned at the amount of One Million Three Hundred Sixty-Five Thousand Pesos Only (Php1,365,000.000). You are hereby requested to manifest your acceptance of this Notice of Award.

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

A. PERFORMANCE SECURITY

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



| FORM OF PERFORMANCE SECURITY | AMOUNT OF PERFORMANCE SECURITY (EQUAL TO PERCENTAGE OF THE TOTAL CONTRACT PRICE) | | |
|---|--|--|--|
| Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Five percent (5%) | | |
| Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | | | |
| Surety bond callable upon demand issued by a surety or insurance company duly certified by the insurance Commission as authorized to issue such security; and/or | Thirty percent (30%) | | |
| Any combination of the foregoing. | Proportionate to share of form with respec to total amount of security | | |

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

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

Finally, it must be noted that you shall not commence the work nor initiate the procurement of materials for the project prior to your receipt of the Notice to Proceed.

Very truly yours,

ESUS ANTONIO G. D

Received, Acknowledged and Accepted:

vame: JAY ANN LEA

Signature: Xr 6 B

Date: Nov. 15, 202



Republic of the Philippines CENTRAL MINDANAO UNIVERSITY Bids and Awards Committee

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

CONTRACT OF AGREEMENT

REF. NO. -TF-21-PB-77

THIS AGREEMENT made this NOV 2 4 2021 between CENTRAL MINDANAO UNIVERSITY of the Philippines (thereinafter called "the Entity") of the one part and HINOKI GLOBAL CONCEPTS INC. _At 146 Fortune Drive, Fortune Village 6, Parada, Valenzuela City (hereinafter called "the Supplier") of the other part:

Whereas, the Entity invited Bids for certain goods and ancillary services, viz., PROCUREMENT OF LABORATORY EQUIPMENT and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of <u>One Million Three Hundred Sixty-Five Thousand Pesos Only (Php1,365,000.000)</u> with the items listed below:

| | ITEM | UNIT | QTY | DESCRIPTION | OFFER | UNIT PRICE | TOTAL AMOUNT |
|---------------|------|------|-----|--|----------|---------------|-----------------|
| | | | | | | | |
| Xch B Johnson | | unit | `1 | Stainless Steel Chamber for excellent corrosion resistance and easy cleaning; Insulation and sealing structure with silicone packing enable excellent temperature uniformity; Natural convection of heated air without a separate fan; Microprocessor PID Digital controllers provides excellent precise control; Temperature auto-tuning function available; Timer and alarm available; High/Low Temperature Alarm; Setting value is preserved even when the power supply is cut; Safety: Broken temp. sensor error, over temperature protection, electric leakage circuit breaker; Interior dimensions: 350 x 320 x 320; Exterior dimensions: 350 x 485 x 695; Temperature Range: Ambient +15°C to 250°C Set Accuracy: ±1.0°C; Uniformity: ±5.0°C at 120°C; Heater: 1kw Controller: Microprocessor Digital PID Controller; Timer: 99 min 59 sec/ 99 hr 59 min/ 99 days 23 hr/ Continuous Selectable; Material Interior: Stainless Steel Polished Exterior: Epoxy Powder Coated Steel; Safety: Over Temperature Protection, Electric Leakage Circuit Breaker; Shelf: 2; Power Consumption: 5A Product includes Omni Automatic voltage regulator; With 1-year | "COMPLY" | 170,000.00 | 170,000.00 |

| | | | warranty, Delivery, Installation, and | | | |
|---|------|---|--|----------|------------|------------|
| 2 | unit | 1 | commissioning Table Saw Table Saw 4100XC-10; Power Source Corded; Blade Dia. 10 in; Max. Blade Speed 3,650 RPM; Current 15A; Horsepower 4; | "COMPLY" | 55,000.00 | 55,000.00 |
| | | | Arbor Size 5/8 in; Arbor Shape Triangular; Bevel Angle Range -2 Degrees Left to 47 Degrees; Max. Cutting Depth @ 0 Deg. 2 1/2 in Right; Max. Cutting Depth @ 45 Deg. 3 1/8 in; Table Saw Type Portable; | | · | |
| | | | Stand Type Rolling; Max. Cut Width Right of Blade 25 in; Max. Cut Width Left of Blade 9 in; Table Width 32 in; Table Width with Extension 40 1/2 in; Table Length 29 in; Automatic Blade Safety Retraction Yes; Variable Speed Yes; Overall Height 36 in; Overall Width 40 in; Voltage 120V AC; | | | |
| | , | | Single Phase; Includes Gravity Rise (TM) Table Saw Stand with Pneumatic Wheels; Table Surface w/ Extension 29 in x 21- 1/2 in; Table Front of Blade 10 in; Overall Depth 21 1/2 in; Hz 60; Material: Aluminum; | | | |
| | | | Product with 1-year warranty. Delivery, installation & commissioning. | | | |
| 3 | set | 1 | Distribution Transformer 1 set composed of 3 units 25 kVa, Single Phase, double bushing, 120/240V; Oil immersed; Item with delivery, 1-year warranty. | "COMPLY" | 240,000.00 | 240,000.00 |
| 4 | unit | 1 | Analytical Balance Electromagnetic force compensation technology; Aluminum alloy die-cast base and S/S pan; Super bright LCD display with backlight - RS232 interface; Clear glass window shield supplied as standard; Overload protection, bubble level adjustable, under hook; Full capacity substraction; Multi weighing unit conversation g/mg/ct/oz.; Stabilization time, 3-5 seconds; Check weighing, piece counting, percentage weighing; Universal power adapter supplied as standard; Certificated calibration weight supplied as standard; | "COMPLY" | 120,000.00 | 120,000.00 |

Kr B Jan

| 5 | unit | 1 | Item with delivery, installation and commissioning. High Speed Strip Planning Machine Output per day: 150-200sqm. Motor: 220 volts, 3 phase, 4 pieces at 2.2 kw and 1 piece 1.4 kw; Number of cutterhead:2; Dimension: 2000x600x1000 mm; Weight: 850 kg.; with 1-year warranty; Delivery, installation, commissioning, and training. | "COMPLY" | 780,000.00 | 780,000.00 |
|---|------|---|---|----------|------------|------------|
| | | | Internal calibration for choice; Capacity: 0-220g; Readability: 0.1 mg; Repeatability: +0.2 mg; Linearity +0.2 mg; Pan size: ф80mm; Output interface: RS232C; Dimensions: 34*21.5*35cm (L*W*H); Power supply: AC 110-240V Adapter; With Omni Automatic Voltage Regulator; | | | |

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and,
- (f) the Entity's Notification of Award.
- 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

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

Binding Signature of Supplier:

Signed, sealed, and delivered by <u>HINOKI GLOBAL CONCEPTS, INC.</u> in the presence of JAY ANN LERIT.

TONIO G. DEI President Authorized Representative Witness: MARIA JAMELLAH CELESTE M. MAGALONA Chief, Accounting Unit ACKNOWLEDGEMENT REPUBLIC OF THE PHILIPPINES) PROVINCE OF BUKIDNON BULACAN MUNICIPALITY OF ALGUSTAS NOV 2 4 2021 BEFORE ME, a Notary Public for in the above jurisdiction, on this _______ day of NUV 24 AUL1 at MAI OLOS CITY. BULACAN personally appeared the following, exhibiting to me following described Competent Evidence of Identity (CEI) in accordance with the 20m Rules on Notarial Practice. Competent Evidence of Identity Name Date/place Issued JESUS ANTONIO G. DERIJE JAY ANN LERIT

| CAN ON - 257 480 | - 3 | MAN A

| Known to me to be the same person who executed the foregoing instrument and who acknowledge to me that the same is their free and voluntary act and deed. This instrument refers to the Contract of Agreement consisting of (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. NOV 2 4 2021 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed on every page hereof my notarial seal this MALOLOS GITY, BULACAN in the Municipality of _

Page No. 71
Book No. 24
Series of 24

Binding Signature of Entity:

ATTY. RICARDO M. PEREZ

NOTARY PUBLIC
COMMISSION NO. PNC-40-MB-2019
UNTIL DECEMBER 31, 2021
BLK. 9 LOT. 7, ST., EMMANUEL HOMES
PRENZA 2, MARILAO, BULACAN
IBP NO. 135250 / 12 /16 /20
PTR NO. 7012417 / 01/04/21
ROLL NO. 17460