



Central Mindanao University
BIDS AND AWARDS COMMITTEE
 Musuan, Bukidnon

NOTICE OF AWARD

October 7, 2019

The Manager
METRO COOLAIRE TRADING CORPORATION
Block A, Lot 17, Bloomingdale Subdivision,
Iponan, Cagayan de Oro City

Dear Sir:

This is to inform you that your bid proposal for the **PROCUREMENT OF AIR CONDITIONING** which shall be funded under **General Fund** after having been post-qualified and declared to have obtained the Lowest Calculated Responsive Bid, has been recommended for award by the Bids and Awards Committee (BAC) of Central Mindanao University by virtue of **BAC Resolution No. GF-PB-19-032**, and the same has been approved by the Central Mindanao University thru the undersigned at the amount of **Eighty Hundred Eight Thousand Eight Hundred Eight Pesos and Eight Centavos Only (Php808,808.80)**. You are hereby requested to manifest your acceptance of this Notice of Award.

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

A. PERFORMANCE SECURITY

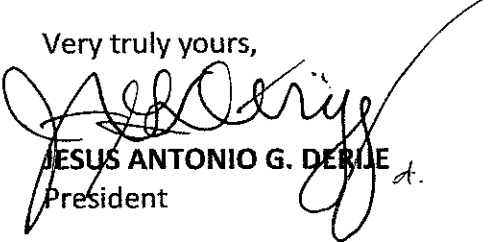
This is to be posted in favor of the Central Mindanao University, in the form of cash, manager's check, cashier's check, bank draft/guarantee confirmed by local bank, irrevocable letter of credit issued by a reputable bank, surety bond callable upon demand, issued by the Government Service Insurance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

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

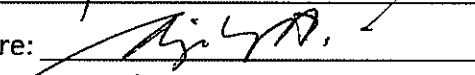
Within the same period of ten (10) days as indicated above, you are directed to enter into and execute the Goods Contract with the University.

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

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

Very truly yours,

JESUS ANTONIO G. DERLE *et.*
President

Received, Acknowledged and Accepted:

Name: Manjobel E Ladao
Signature: 
Date: Oct. 7, 2019

OFFICE OF THE BIDS AND AWARDS COMMITTEE

CONTRACT OF AGREEMENT

REF. NO. GF -PB-19-036

THIS AGREEMENT made this 10th day of October, 2019 between CENTRAL MINDANAO UNIVERSITY of the Philippines (hereinafter called "the Entity") of the one part and **METRO COOLAIRE TRADING CORPORATION** at Block A, Lot 17, Bloomingdale Subdivision, Iponan, Cagayan de Oro City (hereinafter called "the Supplier") of the other part:

Whereas, the Entity invited Bids for certain goods and ancillary services, viz., **PROCUREMENT OF AIR CONDITIONING** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Eight Hundred Eight Thousand Eight Hundred Eight Pesos and 80/100(Php808,808.80) with the items listed below:

ITEM	UNIT	QTY	DESCRIPTION	OFFER	UNIT PRICE	TOTAL AMOUNT
1	1	Unit	Aircon, Wall Mounted Split Type Inverter, 1 HP, 741W, 4.93A, 230V, 60Hz, Phase 1, 14.5kj/h-W EER, with circuit breaker and tubings, with free installation and 1 year warranty.	Midea, 1.0 HP, Wall Mounted Inverter Unit	36,556.30	36,556.30
2	1	Unit	Aircon, Wall Mounted Split Type Inverter, 1.5 HP, 910W, 4.63A, 230V, 60Hz, Phase 1, 15kj/h-W EER, with circuit breaker and tubings, with free installation and 1 year warranty.	Midea, 1.5 HP, Wall Mounted Inverter Unit	38,636.30	38,636.30
3	2	Unit	Aircon, Wall Mounted Split Type Inverter, 2.5 HP, 1945W, 9.83A, 230V, 60Hz, Phase 1, 15kj/h-W EER, with circuit breaker and tubings, with free installation and 1 year warranty.	Daikin 2.5Hp Wall mounted, non-Inverter	57,996.30	115,992.60
4	1	Unit	Aircon, Window Type, 1.5HP with circuit breaker, with free installation and 1 year warranty.	General Royal 2.0Hp Window Type, Non-Inverter	24,245.80	24,245.80
5	6 4-	Unit	Floor mounted type, 3 Tons cooling capacity, inverter, EER 10 Minimum, with remote and timer, with 40 amperes aircon breaker, tubings, additional 10 Ft., R22/R410, Rotary compressor, With installation services/ bracket, 1 year warrantee parts and services	General Royal 2.5Hp Window Type, Non-Inverter	98,896.30	593,377.80
GRAND TOTAL						808,808.80

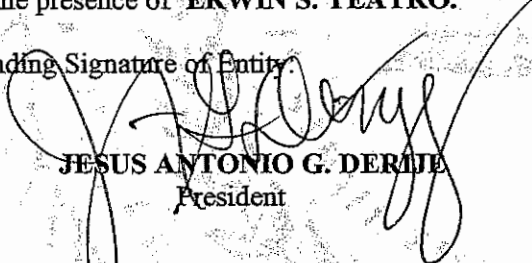
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

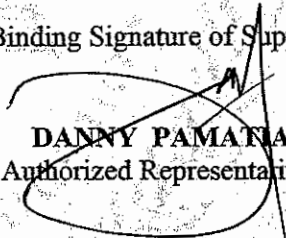
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - (a) the Bid Form and the Price Schedule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

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

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

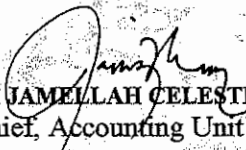
Signed, sealed, and delivered by **METRO COOLAIRE TRADING CORPORATION CORP.** in the presence of **ERWIN S. TEATRO.**

Binding Signature of Entity:

JESUS ANTONIO G. DERIJE
 President

Binding Signature of Supplier:

DANNY PAMATIAN
 Authorized Representative

Witness:

RICO A. MARIN
 BAC Chairman


MARIA JAMELLAH CELESTE M. MAGALONA
 Chief, Accounting Unit

ACKNOWLEDGEMENT

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

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

Name	Competent Evidence of Identity	Date/place Issued
JESUS ANTONIO G. DERIJE		
DANNY PAMATIAN		

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

This instrument refers to the Contract of Agreement consisting of 4) pages including this page, signed by the parties and their witnesses on each and every hereof and thereof, including this page whereon the acknowledgement is written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed on every page hereof my notarial seal this _____ day of _____ in the Municipality of _____, Province of _____

ATTY. MARCHEL RICK A. MACARAYAN
NOTARY PUBLIC
 UNTIL DECEMBER 31, 2020 COA-GF-022
 IBP NO. 001699 - 1-16 19 BUKIDNON
 PTR NO. 2764005-1-16-19 BUKIDNON

DOC. NO. 131
 PAGE NO. 25
 BOOK NO. XXXI
 SERIES OF 2019



NOTICE TO PROCEED

MR. DANNY PAMATIAN
Sales Representative
METRO COOLAIRE TRADING CORPORATION
PhilGEPS Certification No . 2017-196759
Block A, Lot 17, Bloomingdale Subdivision,
Iponan, Cagayan de Oro City

Dear Madam/Sir:

The attached Agreement having been approved, notice is hereby given **METRO COOLAIRE TRADING CORPORATION** for the **PROCUREMENT OF AIR CONDITIONING**, may commence after receipt of this notice but not to exceed sixty (60) calendar days.


Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Bids and Awards Office.

Very truly yours,


JESUS ANTONIO G. DERJE
President

Conforme:


Printed Name of Representative Over Signature

10 - 11 - 19
Date