

**CONTRACT FOR THE SUPPLY AND DELIVERY
OF ELECTRICAL ENGINEERING EQUIPMENT, WELDING AND
FABRICATION TECHNOLOGY AND AUTOMOTIVE
TECHNOLOGY (LOT 1 – ELECTRICAL ENGINEERING
EQUIPMENT AND LOT 3 – AUTOMOTIVE TECHNOLOGY)**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this OCT 26 2015 in San Jose,
Occidental Mindoro, Philippines by and between:

The **OCCIDENTAL MINDORO STATE COLLEGE**, a government agency
created pursuant to Batas Pambansa Blg. 531 as amended by Republic Act 9747 with Main
Campus at Rizal St., San Jose, Occidental Mindoro, Philippines, hereinafter referred to as
the **BUYER**.

-AND-

The **STATE ALLIANCE ENTERPRISES INC.**, a private enterprise/corporation
established pursuant to existing laws with business address at 283 G. De Rivera St., Bgry.
276 Zone 25, San Nicolas Manila and hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, Invitation to Bid for this Contract was posted in accordance with
existing government rules and regulations;

WHEREAS, an Opening of Bids was duly conducted last 07 September 2015;

WHEREAS, the **SUPPLIER'S** bid was determined to be the 2nd Lowest Calculated
and Responsive Bid for Lot 1 (Electrical Engineering Equipment) and Single Calculated
and Responsive Bid for Lot 3 (Automotive Technology) through careful Bid Evaluation and
Post-qualification;

WHEREAS, the Occidental Mindoro State College has accepted a bid by the
Supplier for the supply of those goods and services in the sum of
THREE MILLION NINE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED
NINETY PESOS AND 0/100 (Php3,933,190.00).

WHEREAS, the **SUPPLIER** further agrees to complete the work/delivery of
goods/services on the project upon receipt of the **NOTICE TO PROCEED** within **SIXTY
(60) CALENDAR DAYS**, unless additional time shall be allowed to the **SUPPLIER** by the
BUYER in writing the provision of the **SPECIFICATIONS** herein.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The **SUPPLIER** shall undertake the SUPPLY AND DELIVERY OF
ELECTRICAL ENGINEERING EQUIPMENT, WELDING AND FABRICATION
TECHNOLOGY AND AUTOMOTIVE TECHNOLOGY LOT 1 – ELECTRICAL
ENGINEERING EQUIPMENT AND LOT 3 – AUTOMOTIVE TECHNOLOGY
with the following Technical Specifications:

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager/

For State Alliance Enterprises, Inc.


LYNAPON C. ANG
President

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager/

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Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
Lot 1	Electrical Engineering Equipment			2,498,190.00	2,498,190.00
1	I. Basic Electro-Pneumatic Training System (Model No: DLQD-DP201) Brand: Dolang China Consist of the Following: Button switch unit module (Order No.:13033, 1 pc) Power supply: DC 24 V Quantity:2 Buttons, 1 self-locking Contact:2 a-contact, 2b-contact Contact permissible current:1 A Max Power Consumption:0.48 VA	SET	1	810,000.00	
2	Relay Unit Module, Order No. 13030, 1 pc Power supply: DC 24 V Contact:4C-contact Max. allowable load:5A Max. allowable load: Max 0.09 KVA Operating time: 10 ms Locking time: 8 ms				
3	Micro switch module (left) Order No. 13051, 1 pc Contact : DC24V, 5A Contact: 2C Frequency response: maximum 200HZ Roller lever Switch				
4	Micro switch module (right), Order No.: 13052, 1 pc Contact : DC24V, 5A Contact: 2C Frequency response: maximum 200HZ Roller lever Switch				
5	Photoelectric sensor (optical sensor) Order No: 13042, 1 pc Power supply voltage: DC10V~30V Detection distance: 4mm Frequency response: MAX800HZ Output contacts: normally open contact, PNP Output current: 400mA MAX				
6	Inductive sensor (Electric proximity Switch) Order No. 13040, 1 pc Power supply voltage: DC10V~30V Detection distance: 4mm Frequency response: MAX800HZ Output contacts: normally open contact, PNP Output current: 400mA MAX				
7	Single solenoid 3/2 way NC directional control Valve, Order No. 13011, 1 pc Mode of action: Pilot Adapter bore: PT1/8 Pressure range: 0.15~0.8MPa Proof pressure: 1.5MPa Maximum effect frequency: 5 times/sec Working temperature: -20 C~70 C				
8	Single solenoid 5/2 way shuttle valve. Order No. 13017, 1 pc Mode of action: Pilot Adapter bore: PT1/8 Pressure range: 0.15~0.8MPa Proof pressure: 1.5MPa Maximum effect frequency: 5 times/sec				

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9	Double solenoid 5/2 way shuttle valve, Order No. 13013, 1 pc Mode of action: Pilot Adapter bore: PT1/8 Pressure range: 0.15~0.8MPa Proof pressure: 1.5MPa Maximum effect frequency: 5 times/sec				
10	Pressure switch, Order No. 13020, 1 pc Pressure range: 0.5~9.8 kg f/cm ² .adjustable pressure .pressure display				
11	One-way flow control valve, Order No. 12302, 1 pc Adapter bore: PT1/8 Pressure range: 0.05~0.95MPa Proof pressure: 1.5MPa Operating temperature range: -20 C~70 C				
12	Single-acting cylinder, Order No. 12210, 1 pc Action type: Single action Pressure range: 0.2~1.0MPa Adapter bore: 20 Stroke: 100mm Proof pressure: 1.5MPa				
13	Double-acting cylinder with cushion and Electric proximity switch, Order No. 12215, 1 pc Pressure range: 0.1~1.0MPa Adapter Bore: 25 Stroke: 100mm Proof Pressure: 1.5MPa Buffer type: collision Avoidance type				
14	Dyad (Service unit), Order No. 12101, 1 pc Adapter bore: PT1 / 4 Auto and differential pressure drain Type: 0.15 ~ 0.9MPa Proof pressure: 1.5MPa Operating temperature range: -20 °C ~ 70 °C				
15	Air distributor Order No. 12201, 1 pc Pressure range: 0~1Mpa Input and Output: 8 Quick-change base				
16	Air tube, 20M, Order No. 12291, 1 pc Operating temperature: -40 °C~ 60 °C Dimensions: Outer 4mm, inside 2.5 mm Color: Blue				
17	Cable set, Order No. 13080, 1 pc Color: red, Blue Length: 1000mm, 200mm				
18	DC power supply unit, Order No. 13090, 1 pc Power supply: AC220V Output power: DC24V Output Current: 5A				
19	Profile panel, 1 pc Size: 1200 (L) x 750 (W) x 30 (T), Features, aluminum profile, space of groove 25mm, variable size of length (L)&width(W) sliding finishing				
20	Workbench, Order No. 11010, 1 pc Size: about 1600x800x1800mm Double side with 4 layered drawer				
21	T-distributor, Order No. 12280, 1 pc				

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	Pressure range: 0~1.0MPa Tube size: 4mm				
22	Silent air pump, Order No. 21310, 1 pc Power supply: AC220 V Power: 480W volume:6L. rated pressure: 0.85MPa Noised level: 66dB				
23	Tool kit, Order No. 12001, 1 pc Raw materials belt One word screwdriver Crosswise screwdriver (trachea shears (AQC-BL) GB Power Cord				
24	Manual, Order No. 12002, 1 pc Pneumatics control theory teaching plan Pneumatics control theory practice Electric- pneumatics control principle Electric- pneumatics teaching plan Electric- pneumatics Exercises				
25	Pneumatic simulation software, Order No.40002,1CD Production and testing pneumatic circuit Control circuit simulation				
26	Capacitive Sensor, Order No. 13041, 1 pc Power Supply Voltage: DC10V~30V Detection Distance: 4mm Frequency Response: 100HZ Output contacts :normally open contact, PNP Output Current: 200mA MAX				
27	Inductive Sensor (Electric proximity switch), Order No. 13040, 1 pc Power Supply Voltage: DC10V~30V Detection Distance: 4mm Frequency Response: MAX800HZ Output contacts :normally open contact, PNP Output Current: 400mA MAX				
28	II. Course-Power electronics 1: Line-commutated power converters, 3-Phase, Order No: SO4204-7N, Brand: Lucas-Nuelle, Germany, (1 set) -with Multimedia Interactive Labsoft browser and course software for Course-Power electronics 1: Line commutated power converters Course Contents: Introduction to the most important measurable variables in power electronics Introduction to the design and function of power semiconductors and their control Introduction to the design and function of single-phase and three-phase rectifiers Recording the operating characteristics of uncontrolled converter circuit: M1,M2,M3,B2,B6 Recording the control and operating characteristics of half-controlled converter circuits: B2HZ, B2HA, B2HK,B6HA, B6HK Recording the control and operating characteristics of fully-controlled converter circuits: M1C,M2C,M3C,B2C,B6C Recording the control and operating characteristics of single-phase and three-phase AC power controllers Measurement and analysis of power in converter circuits Analysis of variables using FFT Course duration 5 h approx.	SET	1	216,900.00	

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	Includes: <ul style="list-style-type: none"> • 1 experiment card with thyristors and diodes for assembling line-commutated converter circuits, featuring microprocessor control • 1 experiment car with resistive, inductive and capacitive loads • CD-ROM with Labsoft browser and course software 				
29	<p>III. Course - Electronics 6: Power semiconductor devices, Order No: SO4204-5P, Brand: Lucas-Nuelle, Germany (1 set) with Multimedia Interactive Labsoft browser and course software for Course-Electronics 6: Power semiconductor devices (Unlimited Installation) Course Content: Introduction to the design and function of thyristors Introduction to the design and function of triacs Introduction to the design and function of MOSFETs Introduction to the design and function of IGBTs Investigation of a thyistor circuit by measurement: load response, conducting, non-conducting and transmission response Investigation of a triac circuit by measurement: load response, conducting, non-conducting and transmission response Determining the threshold voltage of a MOSFET by measurement Investigating the switching and power response of a MOSFET Determining the threshold voltage of an IGBT by measurement Investigating the switching and power of an IGBT Course duration 2 h approx.</p> <p>Includes: <ul style="list-style-type: none"> • 1 experiment card with various power electronics components and load connected via 2-mm sockets • CD-ROM with Labsoft browser and course software </p>	SET	1	59,000.00	
30	<p>IV .Course - Measurement technology 2: Non- electric values T/P/F, Order No: SO4204-8B, Brand: Lucas-Nuelle, Germany (1 set) with Multimedia Interactive Labsoft browser and course software for Course – Measurement technology 2: Non-electric values T/P/F Course Content: Calibration of instrument amplifier Introduction to circuits for temperature measurement Linearization of a Wheatstone bridge Listing possible sources of error in temperature measurements Introduction to the principles and characteristics of various temperature sensors: NTC, Pt 100, KTY, Thermocouple Recording the characteristics for various electrical temperature sensors: NTC, Pt 100, KTY, Thermocouple Introduction to methods of linearizing non-linear characteristics Introduction to the term piezo-electricity Introduction to the function and characteristics of pressure sensors, piezo- electric, inductive and resistive Recording characteristics for absolute and differential pressure sensors</p>	SET	1	320,900.00	

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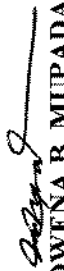
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	<p>Introduction to the principle for force measurement using strain gauges</p> <p>Introduction to the function and characteristics of strain gauges</p> <p>Recording characteristics for strain gauges on a bending bar and torsion rod</p> <p>Measuring forces on a bending bar and torsion rod</p> <p>Investigation of the effect of the measuring circuit (full bridge, half bridge, quarter bridge) measuring bridges</p> <p>1 experiment card with universal measuring amplifier, adjustable gain and offset (max. gain 8000), constant-current and constant-voltage sources</p> <p>1 Pressure sensor with pressure display</p> <p>1 Set of weights 2g-200g</p> <p>CD-ROM with Labsoft browser and course software</p> <p>Course duration 7.5 h approx</p>				
31	<p>V. Base frame for Unitr@in-I System, Complete with power supply and USB PC Interface, Brand: Lucas-Nuelle, Germany (1 set)</p> <p>Consist of:</p> <p>Unit@in-I Interface, Order No. SO4203-2A, 1set</p> <p>Unit@in-I Experimenter, Order No. SO4203-2B, 2 pcs.</p> <p>Unit@in-I Extended power supply, Order No. SO4203-2D, 1 unit</p> <p>Unit@in-I Measurement accessories, shunts and connection cables, Order No. SO4203-2J, 1 set</p> <p>Unit@in-I Storage case for one system, Order No. SO4203-2Y, 1 pc with one (1) set Laptop Computer</p>	SET	1	376,390.00	
32	<p>VI. Programmable Logic Controller Training Set with 27 Simulation Modules, Model: DLPLC-FXGD, Brand: Dolang, China, 1 set</p> <p>Technical Parameter:</p> <ol style="list-style-type: none"> Experiment table dimension: 1800x700x1675mm (length x width x height) Power supply: AC 220V+10%60 Hz; single-phase Power control: automatic air switches huge power, have over-voltage protection, voltage protection, over current protection, leakage protection devices PLC: Ormon PLC CP1R series with expansion module(CP1W-MAD11) (Switch quantity 32 input / 24 output) and (Analog quantity) Power Box Module: Power box is composed of breaker, 6 hole socket, rocker switch, contractor, switching power supply, key switch, emergency stop button, K2 terminal, K4 terminal, fuses, lights, etc. plus clever design makes it safe, reliable and practical. PLC Module: The hanging box is composed of CP1R-N60DR-A and analogy output 2 input/ 1 output, is the core of the whole training device, every experiment need to pass it to complete. Ormon PLC CP1R is with digital quantity input 32 and 24 output. Power switching module: The hanging box consist of 12 red K2 terminal v, 12 blue K2 terminal 0v. The power box dc 24 v power supply with K2 test line connected to the hanging box, and then more convenient distributes hanging box 24v, and 0v. Self-reset button module: The module has four self-reset buttons for the student to simple programming exercises and the use of the switch input to other modules. Self-locking push-button module: the module has four self-locking button for the student to simple 	SET	1	695,000.00	

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	<p>programming exercises and the use of the switch input to other modules.</p> <p>10. Indicator module: The module consists of eight lights and a buzzer alarm, the practices of I/O output of students with self-locking pushbutton module and module reset button allows students to conduct a comprehensive I/O input and output test lay a solid foundation for future application tests.</p> <p>11. Relay module: The module can be AC and DC control relays can also do real motor reversing control</p> <p>12. The accessories: Set of Testing Cables</p> <p>13. with 27 Unit different simulation experiment hanging box module.</p> <p>14. CD: PC and software components: PLC programming software configuration software,</p> <p>15. Download Line: For connecting PLC and PC,</p> <p>16. Manual: English</p>				
33	<p>Automatic feed loading simulation training hanging box, 1 unit: The module size 297 (L) x 154 (W) x 96 (height) Structure: Hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: Contains two output terminals (S1, S2, respectively are connected to PLC digital inputs), seven input terminals (L1,L2,K1,K2,M1,M2,M3, respectively connected to PLC digital output), a red, a blue two power input terminals connected to 24V and 0V respectively. Main features: combined with PLC hanging box to complete the automatic feed loading simulation. Which use S1 simulate level sensor of silo, S2 is turned on indicating that the vehicle has been parked in place, can be loading, light-emitting diodes to simulate various operating states.</p>	unit	1		
34	<p>Water Level Automatic Control Static Module The module size 297 (L) 154 (W) x 96 (height) Structure: hanging box special profiles, side panels, brushed handles and components installed version Component mounting Plate: The hanging box has three input terminals (M,X,Y, respectively, and the PLC digital outputs are connected), four outputs terminals)S1, S2,S3,S4) respectively, and the PLC digital inputs connected), one red, one blue 2 a power input terminal, and connected to 24V and 0V respectively. Used to complete the tower level analogue control experiments.</p>	unit	1		
35	<p>The Traffic Lights Hanging Box Module: (1 unit)</p> <ol style="list-style-type: none"> 1. The traffic lights automatic control 2. Digital tube display experiment 3. Traffic lights open and close time control experiment. 4. The Module size 297 (L) x 154 (W) x 96 (heights) structure. 5. Hanging box specials profiles, side panels, brushed handles and components installed version. 6. Component mounting plate: Includes 14 input terminals (a b c d e f g dp is an input terminal of seven segment digital tube, north-south red, east-west red, north-south yellow, east-west yellow, north and south green, east- west green and PLC digital output are connected) , one red, one blue two power input terminals respectively connected to 0V and 24V. 7. Main features: combining with PLC hanging box, self- reset button hanging box, you can complete seven-segment decoder instructions application training traffic control training. 	unit	1		

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36	Automatic Washing Machine Static Module, 1 set The module size 297 (L) x 154 (W) x 96 (height). Structure: hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: includes 15 holes of 66mm safety test holes, of which 13 are black signal input and output terminals, red is 24V input terminals, blue is 0V terminals, seven toggle switches, used to simulate the washing machine to start, stop, soaking, washing, drying and other options, five LED lights to simulate a washing machine rotating, forward, reversing, enter water, drain water and other activities. Main features: complete washing machine, soaking, drying and other operations with PLC hanging box.	set	1		
37	Motor Control, Static Module, 1 unit The module size 297 (L) x 154 (W) x96 (height). Structure: hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: Contains 6 input terminals, respectively is forward, reversed, KMI,KM2,KM,KM* (are connected to the PLC digital outputs), one red, one blue two power input terminals respectively connected to 0V and 24V. Main features: it can complete the electric motor experiment, start stop experiment of the motor, motor reversing control experiment, motor star delta control starter control experiment training projects combined with self-reset button hanging box, PLC hanging box. Which closing and opening of contactor is simulate by lit and extinguished of light-emitting diodes.	unit	1		
38	Automatic blending of liquids static module: 1 unit Structure: hanging box special profiles, side panels, brushed handles and components installed version. Contains 6 output terminals (Reset, start M,T, Heater, temperature value respectively are connected to PLC digital, analogue input terminals, seven input terminals (Y1, Y2, Y3, Y4, L1, L2, L3, respectively connected to PLC digital output).Main features: in conjunction with PLC hanging box to complete the three liquid mixing experiments and analogue signal acquisition experiments.	unit	1		
39	Static Stepper motor control module: 1 unit Composed of two-phase hybrid stepping motors and two inductive sensor groups, complete the stepper motor speed control by hosts with PLC.	unit	1		
40	Automatic Forming Machine: The module size 297 (L) x 154 (W) x 96 (height). Structure: hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: The hanging box has four input terminals (Y1, Y2, Y3, Y4, and PLC digital outputs respectively connected), eight output terminals (SB1, SB2, SQ1, SQ2, SQ3, SQ4, SQ5, SQ6 respectively connected to PLC digital input), one red, one blue, two power input terminals, are connected to 24V and 0V respectively. Used to complete automatic simulation control experiment.	unit	1		
41	Automatic steel roller static module, 1 unit The module size 297 (L) x 154 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: Included 12 pcs of 6mm safety tests holes, which 10 is black for the signal inputs and outputs terminal, red is 24V input terminal, blue is 0V input terminal, 9 LEDs, used to simulate the motor, putter action and mail detection signal, two toggle switches, used to simulate the steel sensor. Main features: in conjunction with PLC hanging box to complete steel plate detection experiments, automatic rolling mill simulation control experiments.	unit	1		

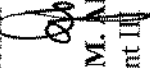
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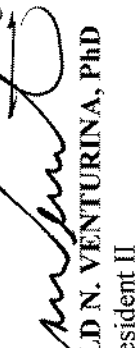
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42	Mails allocation static module, 1 unit The module size 297 (L) × 154 (W) × 96 (height) Structure: hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: Includes four output terminals (S1, S2, reset, start, respectively connected and PLC digital inputs), seven input terminals (L1, L2, M1, M2, M3, M4, M5, respectively connected to PLC digital output),one red, one blue two power input terminals respectively connected to 0V and 24V.Main features: combining and PLC hanging box, you can complete the mail sorting experiments. Where S2 simulate mail in place detect sensor, connected S1 times simulate mail encoded, light-emitting diode is used to simulate various operating states.	unit	1		
43	Control of tower lights static module - Sky tower hanging box module, 1 unit (1) take turns scintillation experiment (2) section scintillation experiment the module size 297 (L) x154 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version, Component mounting plate: Contains 9 input terminals (L1,L2,L3,L4,L5,L6,L7,L8,L9 respectively are connected to PLC digital outputs), a red, a blue two power input terminals connected to 24V and 0V respectively. Main features: in conjunction with self-reset hanging box, PLC hanging box to complete sky tower light simulation control experiments.	unit	1		
44	Four layer elevator dynamic module, 1 unit The module size 297 (L) × 154 (W) × 96 (height). Structure: hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: The hanging box has 3 output terminal (rise, down, open door connected to PLC digital input) 14 input terminals (SQ1, SQ2, SQ3, SQ4, SU1, SU2, SU3, SD2, SD3, SD4, open door and the PLC digital inputs are connected. One red, one blue two power input terminals connected to 24V and 0V respectively. Can be used to complete the four-storey elevator control training.	unit	1		
45	Electric plating production line dynamic module, 1 unit The module size 297 (L) x 154 (W) x 96 (height). Structure: hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: The hanging box has seven input terminals (M1Z, M1F, M2S, M2X, L1, L2, L3, respectively, and the PLC digital outputs are connected), 10output terminals (start, stop, SQL, SQ1, SQ2, SQ3, SQR, SQS, SQX, SQY, respectively are connected to PLC digital inputs), one red, one blue two power input terminals, and connected to24V and0Vrespectively. To complete Electroplating production line simulation control experiment.	unit	1		
46	Static car coating conveying system automatic chain roller skating, 1 unit The module size 297 (L) x 154 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: The hanging box has 14 terminal, 6 input, 6 output, 3 toggle switches	unit	1		
47	Dynamic line moving control, 1 unit The module size 297 (L) x 154 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version.15 terminal, 5 input, 3 output, 4 toggle switches, 3Leds	unit	1		
48	Dynamic DC motor control, 1 unit	unit	1		

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	The module size 297 (L) x 308 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version.15 terminal, 5 input, 3 output, 4 toggle switches, 5Leds				
49	Static intelligent instrument and DC power supply, 1 unit The module size 297 (L) x 308 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version.11 terminal, 3 potentiometers	unit	1		
50	Dynamic temperature and PID control, 1 unit The module size 297 (L) x 308 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version. Segment display, PT 100 temperature sensor, 10 terminal, 2 input, 3 output	unit	1		
51	Static location control, 1 unit The module size 297 (L) x 154 (W) x 96 (height) Structure: hanging box special profiles, side panels, brushed handles and components installed version. 3 start and stop button, and leds 9 terminal, 6 input, 1 output 3 toggle switches	unit	1		
52	Static assembling production line, 1 unit 1 rear plate, side profile 2, panel 1, 2 brushed handles 18 6mm safety test hole, 4 toggle switch, 1 board. The module size 297 (L) x 154 (W) x 96 (height). Structure: hanging box special profiles, side panels, brushed handles and components installed version.	unit	1		
53	Static button module, 1 unit The module size 297 (L) x154 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version.	unit	1		
54	Dynamic car movement control, 1 unit The module size 297 (L) x 308 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version.7 buttons and led, 34 terminals, 2 proximity sensors.	unit	1		
55	Static musical fountain, 1 unit The module size 297 (L) x154 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version.	unit	1		
56	Static C620 lathe machine control, 1 unit The module size 297 (L) x154 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version. Component mounting plate: The hanging box has 1 rear plate, side profile 2, panel 1, brushed handle 2, 1 knob, 1 digital meter, 1 potentiometer, 21 6,, safety test hole, 5 toggle switch, 2self-reset button, 1 rotary switch, 6 light emitting diodes, complete water supply experiment and C620 lathe control experiment.	unit	1		
57	Static assembly flow line, 1 unit The module size 297 (L) x154 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version.3 push button and led 24 terminal, 9 input, 11 output	unit	1		
58	Static automatic press control, 1 unit The module size 297 (L) x154 (W) x 96 (height), Structure: hanging box special profiles, side panels, brushed handles and components installed version.2 push button and led 14 terminal, 8 input, 3 output	unit	1		
59	Static three layer elevator control, 1 unit The module size 297 (L) x 154 (W) x 96 (height),	unit	1		

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GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

	Structure: hanging box special profiles, side panels, brushed handles and components installed version.				
Lot 3	Main Lightning Equipment And Alarm System With Electronic Immobilizer Model No. ALC 1.1/7, Brand: Lucas – Nuelle, with 1 set Desktop PC	set	1	1,455,000.00	1,455,000.00
64	Ignition key with fuse, Order No: CO3221-3D, <ul style="list-style-type: none"> I/O: 4mm safety sockets Dimensions: 297 x 228 x 90mm Weight: 1kg	pc	1		
65	Main headlight unit with side light, headlight range control & indicator (Left) Order No:CO3216-2M Specification: Operating voltage: 12 V, Operational units: Actuator motor for range control,/ Indicator light PY 21 W, Main beam H7 55W, Parking light T 4W /Input/outputs: 4mm safety sockets, Dimensions: 297 x 228 x 160mm	pc	1		
66	Main headlight unit with side light, headlight range control & indicator (right) Order No:CO3216-1N Specification: Operating voltage: 12V, Operational units: Actuator motor for range control, Indicator light H7 55W ,Main beam H7 55W, Parking light T 4W, Input/outputs: 4mm safety sockets, Dimensions: 297 x 228 x 160mm	pc	1		
67	Tail light unit with LED rear light (left), Order No:CO3216-2P Specification: Operating voltage: 12V, Operational elements: LED rear light 1.8W, Brake P21W, Reflector, Input/outputs: 4mm safety sockets, Dimensions: 297 x 114 x 120mm	pc	1		
68	Tail light unit LED rear light (right), Order No:CO3216-3D Specification: Operating voltage: 12V, Operational elements: LED rear light 1.8 W, Brake P21W, Indicator light PY 21W, Reflector, input/outputs: 4mm safety sockets, Dimensions: 297 x 228 x 120 mm	pc	1		
69	Relay unit 1, headlights with indicator relay, relay 2 x n. o., relay 1x c.o, Order No: CO3216-2Q Specification: Operating voltage: 12V, Functional elements: indicator light generator, Relay 1 c.o. 20A, Relay 2 n.o. 15A, Input/outputs: 4mm safety sockets, Dimensions: 297 x 114 x 120 mm	pc	1		
70	Switch unit for headlights and indicators, range control, brake lights switch, Order No. CO3216-2T Specification: Operating voltage: 12V, Operational elements: controller for headlight range control, Headlight switch, Brake light switch, Steering column switch, Hazard warning lights switch, Input/outputs: 4mm safety sockets, Dimensions: 297 x 456 x 160 mm	pc	1		
71	Warning lights and fuse box, Order No: CO3216-2V Dashboard model with warning lights / Specification: Operating voltage: 12V, Warning lights: Dipped lights and main beam (indicators, Fog lights, Rear fog lamps, Charge warning light, Oil level, Dashboard illumination), input/outputs: 4mm safety sockets, Dimensions: 297 x 456 x 160 mm	pc	1		
72	Vehicle power supply transformer, 13.5V/35A, Order No: CO3216-1C Specification: Stabilized direct voltage source designed especially for automotive technology , Input: 100.230V/ 50 Hz -60Hz 6%-10%, Output: DC 13.8V/ max. 35A, Established, electrically isolated, Dimensions: 228x296x125mm (W x H x L), Degree of protection: IP 30, Weight: 3.5 kg.	pc	1		


For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager/

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

73	Adapter BNC/4mm safety sockets, 50 ohm, Order No: LM9019 Specifications: BNC plug, 2 insulated 4-mm safety sockets, Contact rings, and sockets for internal pin of BNC, connector are made of gilded brass, CAT II/ 1000V	pcs	3		
74	Test Lamp, Order No:LM8205 LED- test lamp pen entirely of metal with rough, non-slip surface. Alligator clip for connector to the vehicle body. Variable testing tip with metal cover cap., Voltage range: 3...48V, Measurement lead: 150cm, Weight: 0.2 kg,	pc	1		
75	Multi 18 digital multimeter, Order No:LM2330 Universal precision lab multimeter and temperature meter with IR interface for high-quality, universal measurement and testing in educational settings, power plants, process control installation etc., 4 ¼-digit multimeter, resolution: +31,000 digits, Measurements classification CATII-1000V, Can be connected to UniTrain-I system via IR interface, Real-time RMS measurement TRMS, Voltage and current measuring ranges (AC and DC): 300mV-1000V: 300uA-10A, Decibel measurement, Resistance ranges: 300ohm-30Mohm, Capacitance measuring range 3nF to 10,000uF, Frequency measuring range up to 100 kHz, counter and stopwatch, Special functions: C for temperature measurement using PT100/1000 thermocouple, Continuity and diode testing, Automatic range selection and battery shut-off, min./max. and data hold function, Protection against high current in the mA range for nominal voltage of 1000V, Safety fuse for all current measurement range (up to 10A) Display with bar chart and backlighting, Includes protective sleeve, measuring leads, 2 x spare fuses, 9V battery, calibration certificate	pc	1		
76	Digital dual trace storage oscilloscope with colour display, incl. probes 30MHz, Order No: LM6210 Specification: Digital storage oscilloscope with colour LCD display, high resolution, backlighting and USB port for transmission of large quantities of data at high data rates. Technical data: Bandwidth 30MHz/125MS/s, Maximum input voltage 400V, 8" TFT colour display, USB port, USB lash disk, LAN, VGA, Cursor function, Five automatic measurement functions, storage and retrieval of traces, Edge and video trigger function, Safety specifications: EN 61010-1, Supplied with accessories: 2 probes, main lead, USB cable, software CD. Dimensions: 350x157x120mm (WxHxD), Weight: 1.0 kg	set	1		
77	Set of circuit breakers for vehicles (10A/15A), Order No: SO3216-8R Specification: Single-pole thermal circuit breaker for vehicles, slim format with coloured manual trip switch, Reliable tripping response thanks to snap-action trip switch, Tamper-proof rip interlock to prevent reaction of the circuit till the fault is rectified, Plugs into low-profile vehicle fuse box, Nominal voltage 12V. The set comprises the following components:, 1x 10A vehicle circuit breaker, 1x 15A vehicle circuit breaker,	pcs	2		
78	Set of 4mm connection components for alternator, 48 components, Order No: O3216-8X Specification: 10 safety connector leads, 4mm, 50cm, black, 10 safety connector leads, 4mm, 100cm, black, 2 safety connector leads, 4mm, 100cm, red, 2 safety connector leads, 4mm, 100cm, brown, 10 safety connector plugs 4mm, black, 5 safety connector plugs 4mm, red, 5 safety connector plugs 4mm, white tap, wire cross section 2.5mm, Capacity/category: 600 CAT II, 32A.	sets	5		

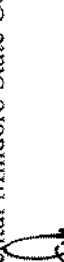
For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
 Project Manager/

For State Alliance Enterprises, Inc.


LYNDON C. ANG
 President

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
 Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
 SUC President II

79	<p>Mobile aluminum experiment stand, 3 levels, 6x earthed sockets, 1250x700x1955mm, Order No:ST7200-3A High quality mobile experiments stand from the SYbaPro range for demonstrations and experiments. Features: aluminum profile legs compatible with all add-ons and extensions for the SybaPro System. The mobile experiment stand is supplied in kit form and needs to be assembled by customers themselves. Table top:</p> <ul style="list-style-type: none"> • 30-mm table top made of highly compressed, multilayer fine chipboard conforming to DIN EN 438-1, • colour grey, RAL 7035, with 0.8-mm slightly textured laminate coating (Resopal) on both sides, confirming to DIN 16926, • Resistant to many chemicals and reagents including dilute acids and alkalis, • Resistant to heat, e.g. molten solder or heating at specific points such as by soldering tips or cigarette ends, • Table top with solid impact-resistant protective edging made of 3mm thick 7047 coloured plastic, • coating & adhesive are PVC free, • Power supply with 6-outlet socket strip mounted underneath the table top, 2-m lead & earth plugs <p>Frame:</p> <ul style="list-style-type: none"> • 2 extruded aluminum profiles with multiple grooves 1800x120x40mm (WxHxD) • 8 equally sized grooves in extruded aluminum profiles (3 on each side and 1 each on front and back) • Grooves accommodate standard industrial mountings • 4 H-shaped aluminum profiles, 1150 mm, for 3-layer organization of DIN A4 panels • Space for extension of power supply duct • base made of rectangular tubing with 4 swiveling double casters, 2 of which have brakes • table frame made of tough combination of rectangular tubing around the full perimeter • acid-resistant epoxy-resin coating, 80um thick (approx.), colour RAL 7047 • Dimensions: Height of table top 760mm, 1250 x 1955 x 700 mm (WxHxD) 	pc	1		
80	<p>ALC Manual, Order No: SH5005-2A Training contents: Lighting in general, Lighting system using a CAN bus, Meeting the requirements of German road traffic legislation (StVZO). Terminal labelling as per DIN (German industrial standard) 72552 22, Labelling of electrical equipment, Extract from wiring colour codes as specified in DIN 72551, Bulbs and other lighting equipment, Circuit commonly used in vehicle, Functions of modern on-board system, Parameters for control systems, Reading and interpreting circuit diagrams, Assembly of both simple and complex circuits, Protection of circuits (fuses etc.), Recording measurements and troubleshooting</p>	pc	1		
81	<p>Protection Cover for three-level experiment trolleys, Order No: ST8010-9Y Specification: Dust cover for three-level experiment trolleys, For protecting equipment from experiment from dust and damp, For keeping equipment out of sight, Colour: matt dark grey with printed LN logo in orange, Material: nylon fabric with polyurethane</p>	pc	1		

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ARNOLD N. VENTURINA, PhD
SUC President II

	coating, High resistant to tearing, impregnated to be washable and waterproof.				
82	Main Lightning Equipment: TOPICS: <i>For investigation of the following components:</i> Headlights with flash capability, Headlights with range adjustment, Indirect switching of headlights, Indicator circuits and Parking light circuits.				
83	ALC Alarm system with Electronic Immobiliser Preparing an operating plan for a theft warning system, Arming/Disarming the left warning system, Preparing an operating plan for an immobiliser system, Adjusting the complete system, Function test for the added features, Programming adaption to a specific country, Saving the hand transmitter code, Saving the contact polarity on the doors, Fault-finding and rectification (passenger compartment protection, defect)				
84	Description of the training panel system with photorealistic color printing Specification: 5mm thick panels of laminated sheets, Coated on both sides with highly resistant melamine resin, Rounded fro edges (radius 3mm) and base color RAL35 (light grey), Panel dimensions standard DIN A4 in height (297mm), three different width variation: 114mm, 228mm or 456 mm, Screen printed symbols, circuit diagrams, graphics or photos in fade-resistant contrast-rich UV color Scratch resistant surface with protective lacquer coating, Electrical connections terminated at 4mm-safety sockets, Didactic facilitating design with power supply bus located at the lower panel edges, Suitable for special experiment panel frames, desktop cases or inside a carrying case				
85	Burglar alarm and immobiliser plus interior monitoring, with remote control, Order No: CO3216-3C Specification: Operating voltage: 12V, control elements: Radio remote control, 4 trigger elements, 4 direction indicators, battery-powered siren, emergency key, Display: control lights for the immobiliser, Inputs and outputs: 4mm sockets, Dimensions: 297x465x170mm, weight: 1.2kg	pc	1		
86	Manual, Alarm system and immobilizer, Order No: SH5005-1T Training Contents: Workshop job, layout, Components of the alarm system and immobiliser, Advantages of an alarm system Circuit diagram, Circuit diagram legends, Connecting the alarm nodule, Radio transmitter and emergency key, Start-up, Enabling the alarm system, Disabling the alarm system, Disabling the alarm system with a 4-digit code, Trigger tests, part 1, Trigger tests, part 2, Alarm trigger codes, Workshop job, Alarm re-programming, Programmable functions, Battery information, Workshop job: PIN code change, Changing the factory Pin code	pc	1		
87	Connection plugs 4mm/19mm, Order No: SO5124-7A 4mm plugs, 19mm spacing between plugs, Colour: white	pcs	10		
88	Connection plugs 4mm/19mm with tapping, Order No. SO5124-7H 4mm plugs 19mm spacing between plugs, with an additional 4mm-connection socket located in the centre, Colour: white	pcs	5		
89	Set of connection cables, 4mm (14 pcs), Order No: SO5146-1K Consisting of: 4 x connection cables 4mm, 25cm, white 4 x connection cables 4mm, 50 cm, white 3 x connection cables 4mm, 100cm, red 3 x connection cables 4mm, 100cm, blue.	sets	3		

For State Alliance Enterprises, Inc.


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Project Manager/

	Training Equipment comes with the following services: 1. Training before the delivery of items at State Alliance Enterprises Inc. Training Center; 2. Comprehensive training upon delivery and installation of the items, no limit to the number of participants; 3. copy of pictures for the demonstration units; 4. Free-Semi-annual re-training and product inspection upon request of OMSC; 5. Update OMSC with the new technology related to the item procured; 6. Original copies of catalogues containing the specifications of the items 7. Software Warranty: One (1) year				
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For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

2. In consideration of the payments to be made by the BUYER to the SUPPLIER as hereinafter mentioned, the former hereby covenants with the latter to provide the goods and services and to remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Implementing Rules and Guidelines regarding Adjustment of the Contract Prices adopted and approved by the government will be applied in this Contract.
4. That the SUPPLIER shall comply with the provisions of RA 9184 and its Revised Implementing Rules and Regulations and other legal laws which provides for the criminal liability of the supplier, etc. for violation of any material provision of the contract involving quantity and quality of work resulting to prejudice of the government.
5. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. General Conditions of Contract
- b. Special Conditions of Contract
- c. the Bid Form and the Price Schedule submitted by the Bidder including the annexes in two envelopes;
- d. the Schedule of Requirements;
- e. the Technical Specifications;
- f. Invitation to Bid
- g. Instruction to Bidders
- h. Notice of Award
- i. Performance Bond
- j. Notice to Proceed

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

6. When the SUPPLIER refuses or fails to satisfactorily complete the work within the specified contract time, plus anytime extension duly granted and is deemed default in this Contract, the SUPPLIER shall pay the BUYER for liquidated damages, as per Section 68, Rule XXII as reiterated in Item 3.1 Annex D both of the Revised IRR of RA 9184, with the following formula, to wit:

"an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned."

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

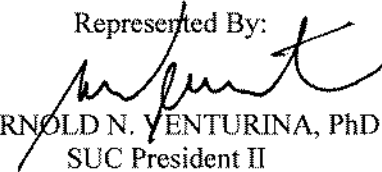
7. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities do not fall within the critical path of the network. Extension of time shall be granted only the equivalent of delay due to major calamities.

- 8. Settlement of Dispute – The SUPPLIER is herein obliged to follow the Technical Specifications. If any dispute or difference of any kind whatsoever between the Technical Working Group of the BUYER or authorized representative and the SUPPLIER arising from the execution of Contract and scope of work, the same shall be brought to the OMSC President or his duly authorized representative for settlement.


IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year first indicated on page 1 of this Contract.

OCCIDENTAL MINDORO STATE COLLEGE STATE ALLIANCE ENTERPRISE INC.


Represented By:


 ARNOLD N. VENTURINA, PhD
 SUC President II

Represented by:


 LYNDON C. ANG
 President

In the Presence of:


 GRACE M. ANCHETA, CPA
 Accountant III/Witness


 ROWENA B. MUPADA
 Authorized Representative

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
 PROVINCE OF OCCIDENTAL MINDORO) S.S
 MUNICIPALITY OF SAN JOSE)

OCT 26 2015

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2015, affiants exhibiting to me their Competent Evidence of Identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed.

<u>Name</u>	<u>ID No.</u>	<u>Issued At</u>	<u>Issued On</u>
ARNOLD N. VENTURINA	PRC ID 0269987	PRC Manila	11-06-2015
LYNDON C. ANG			

WITNESS MY HAND AND SEAL



Doc. No. 2907
 Page No. 61
 Book No. α1
 Series of 2015

ATTY. RAFAEL CHRIS F. TESTON
 Notary Public for City of Manila
 UNTIL DECEMBER 31-2016
 COMMISSION NO. 2015-064
 RM 214 The Teoff Centre, Escolta Mia.
 Roll NO. 36550
 TIN 119-862-401
 IBP NO. 978495 12/2/14 Mia. II
 PFR NO. 272628

General Conditions of the Contract

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager/


For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

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
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SUC President II

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager/

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section Vi. Schedule of Requirements.

6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

For State Alliance Enterprises, Inc.


LYNDON C. ANG
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ROWENA B. MUPADA
Project Manager/

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.


10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.


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SUC President II

10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

(a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC and Section VII. 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.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager/

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.


For State Alliance Enterprises, Inc.


LYNDON C. ANG
President


17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

For Occidental Mindoro State College


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18. Delays in the Supplier's Performance

For State Alliance Enterprises, Inc.


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 Project Manager/

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.


For State Alliance Enterprises, Inc.


LYNDON C. ANG
 President

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.


For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
 Accountant III

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
 SUC President II

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
 Project Manager/

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity

For State Alliance Enterprises, Inc.


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stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be

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established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1 (a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by

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default, the Head of the Procuring Entity shall issue an order terminating this Contract;

- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.


For State Alliance Enterprises, Inc.


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28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is: <p style="text-align: center;">OCCIDENTAL MINDORO STATE COLLEGE</p>
1.1(i)	The Supplier is: <p style="text-align: center;"><u>STATE ALLIANCE ENTERPRISES INC.</u></p>
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through General Fund/Special Trust Fund in the amount of <u>THREE MILLION NINE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED NINETY PESOS AND 0/100 (Php3,933,190.00)</u>
1.1(k)	The Project Site is: <p style="text-align: center;">Occidental Mindoro State College San Jose, Occidental Mindoro Philippines</p>
5.1	The Procuring Entity's address for Notices is: <p style="text-align: center;">MA. PAZ FATIMA D. PALMARES BAC Chairperson, OMSC 2/F Administration Building, OMSC Main Campus Rizal St., San Jose, Occidental Mindoro Philippines Telefax No. (043) 491-14-60</p> The Supplier's address for Notices is: <p style="text-align: center;"><u>LYNDON C. ANG</u> <u>President, State Alliance Enterprises Inc.</u> <u>283 G. De Rivera St. Brgy 276 Zone 25</u> <u>San Nicolas, Manila</u></p>
6.2	<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 delivered to OMSC Main Campus, Rizal St., San Jose, Occidental Mindoro, Philippines. Risk and title will pass from the Supplier to the OMSC 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 OMSC's Representative at the Project Site is <u>Ms. Aileene T. Dagos, Supply Officer.</u></p>

For State Alliance Enterprises, Inc.


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	<p>Insurance –</p> <p>The Goods/Services supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to transportation and delivery. The Goods/Services remain at the risk and title of the Supplier until their final acceptance by the OMSC.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p> <p>The OMSC 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 OMSC until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the OMSC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
9	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A.
10.1	No further instructions.
10.4	No further instructions.
13.1	No further instructions.
13.4	No further instructions.
13.4(c)	No further instructions.
16.1	<p>The inspections and tests that will be conducted are:</p> <p>As to the quality and quantity specified in Section VII. Specifications.</p>
17.3	Not applicable.
17.4 and 17.5	<p>The period for correction of defects in the warranty period is</p> <p style="text-align: center;">One (1) week</p>

For State Alliance Enterprises, Inc.

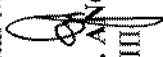

ROWENA B. MUPADA
Project Manager/

19.1	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the OMSC shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
20.4	<p>In the case of a dispute between the OMSC and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."</p>
21.1	<p>No additional provision or if a joint venture, "All partners to the joint venture shall be jointly and severally liable to the OMSC."</p>

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