

**CONTRACT FOR THE PROCUREMENT OF ONE (1) UNIT  
 DIESEL ENGINE 350KW/437.5KVA GENERATOR SET**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this DEC 07 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 **POWER ASIA EQUIPMENT RESOURCES INC.**, a private enterprise/corporation established pursuant to existing laws with business address at 2nd Floor, The Gallery Bldg., 80 E. Rodriguez Jr. Ave., Libis, Quezon City, 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 22 October 2015;

**WHEREAS**, the **SUPPLIER'S** bid was determined to be the Single Calculated and Responsive Bid for the project 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 FOUR HUNDRED SEVEN THOUSAND SEVEN HUNDRED SIX PESOS (Php3,407,706.00).

**WHEREAS**, the **SUPPLIER** further agrees to complete the work/delivery of goods/services on the project upon receipt of the **NOTICE TO PROCEED** within **THIRTY (30) 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:**

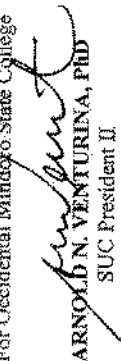
1. The **SUPPLIER** shall undertake the SUPPLY AND DELIVERY OF ONE (1) UNIT DIESEL ENGINE 350KW/437.5KVA GENERATOR SET with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
1	437.5 KVA FG WILSON GENERATOR SET Engine Brand: Perkins Engine 2206A-E13TAG5 Alternator Brand: Leroy Somer (Model: LL6114B)				3,407,706.00

For Power Asia Equipment Resources Inc.  
  
**MARVIN A. ALCANTARA**  
 Account Manager

For Power Asia Equipment Resources Inc.  
  
**MARIBEL AGAWIN**  
 General Manager

For Occidental Mindoro State College  
  
**GRACE M. ANCHETA, CPA**  
 Accountant III

For Occidental Mindoro State College  
  
**ARNOLD N. VENTURINA, FID**  
 SUC President II

For Power Asia Equipment Resources Inc.

  
**MARVIN A. ALCANTARA**  
 Account Manager

For Power Asia Equipment Resources Inc.

  
**MARJORIE PAGAWIN**  
 General Manager

For Occidental Mindoro State College

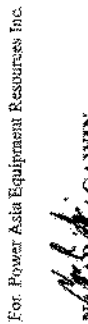
  
**GRACE M. ANCHETA, CPA**  
 Accountant III

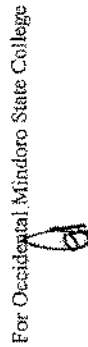
For Occidental Mindoro State College


  
**ARNOLD N. VENTURINA, PhD**  
 SUC President II

	<p><b>GENERATOR SET STANDARD FEATURES:</b>                  Brand New, ISO Certified, Original Factory Assembled, Diesel Engine, rated at 350KW/437.5KVA Stand by Duty, Three Phase, 1800-RPM, 60 Hertz, 0.80 Power Factor, 3 Wires, 230Volts AC, Containerized weatherproof, Sound proof and with complete Standard Accessories.</p> <p><b>Generator Side Full Specifications:</b></p> <ol style="list-style-type: none"> <li>Excitation: Self excitation</li> <li>Pitch: 0.6667</li> <li>Number of poles: 4</li> <li>Number of bearings: Single bearing</li> <li>Number of leads: 12</li> <li>Insulation: Class H</li> <li>IP Rating: IP23</li> <li>Alignment: Pilot shaft</li> <li>Over speed capability(%) 125</li> <li>Wave form deviation(%): 2</li> <li>Voltage regulator: Single phase sensing</li> <li>Voltage regulation: +/-0.5%(steady state)</li> </ol> <p><b>Engine Side Full Specifications:</b></p> <ol style="list-style-type: none"> <li>4-Stroke water-cooled diesel</li> <li>Bore: 130.00mm(5.12 in.)</li> <li>Stroke: 157.00mm(6.18 in.)</li> <li>Displacement: 12.50 L(762.80 cubic inch)</li> <li>Compression ratio: 16.3:1</li> <li>Aspiration: Air-to-air after cooled</li> <li>Fuel system: MIEUI</li> <li>Governor type: Electronic control system</li> </ol> <p><b>Engine container dimensions:</b></p> <ol style="list-style-type: none"> <li>Width - 1,478mm</li> <li>Length - 5,200mm</li> <li>Height - 2,200mm</li> </ol> <p><b>Engine with generator, radiator and control dimension and weight:</b></p> <ol style="list-style-type: none"> <li>Width - 1,110mm(+5%,-5%)</li> <li>Length - 4,264mm(+12%,-12%)</li> <li>Height - 2,150(+5%,-5%)</li> <li>Weight - 3,321kg.(+5%,-5% with coolant and engine oil)</li> </ol> <p><b>Factory installed standard equipment:</b></p> <ol style="list-style-type: none"> <li>Air inlet - disposable air filter and with service indicator</li> <li>Cooling - radiator package mounted, coolant level sight gauge, low coolant level sensor, coolant drain line with valve, fan and belt guards, extended life coolant</li> <li>Exhaust - dry exhaust manifold, stainless steel flex fittings, exhaust flange outlet</li> <li>Fuel - integral narrow single wall fuel tank base, primary fuel filter with integral water separator, secondary fuel filters, fuel tank and fuel line hose</li> <li>Generator - class H insulation, self-excited, class H temperature rise, IP23 protection, voltage regulator with single phase sensing, and load adjustment module</li> <li>Power termination - Power center houses controller and power control terminations(rear mounted),circuit</li> </ol>			
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For Power Asia Equipment Resources Inc.  
  
**MARVIN A. ALCANTARA**  
 Account Manager


For Power Asia Equipment Resources Inc.  
  
**MARIK AGAWIN**  
 General Manager


For Occidental Mindoro State College  
  
**GRACE M. ANCHETA, CPA**  
 Accountant III

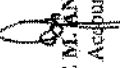
For Occidental Mindoro State College  
  
**ARNOLD N. VENTURINA, PhD**  
 SUC President II

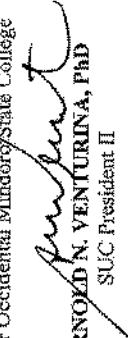
	<p>breaker/IEC compliant, 3-4 pole (100% rated)</p> <p>g. Governor -- Electronic governor</p> <p>h. Control panel --Digital Controller (Rear mounted in power center), emergency stop pushbutton, AC Voltmeter, Ammeter, and Frequency, engine speed(rev/min),lube oil pressure. With protection control at over current and high coolant/oil temperature</p> <p>i. Lube -- lubricating oil, oil drain line with valves, oil filter and dipstick, fumes disposal, oil cooler</p> <p>j. Mounting -- integral narrow 8hr tank base, linear vibration isolation</p> <p>k. Starting/Charging -- 24volt starting motor,24volt. 45 ampere charging alternator, batteries with rack and cables</p> <p>l. General --Rust proof with standard metal primer and finished glossy paint.(powder coated)</p> <p>m. Built in breaker with terminal lugs at load side to be compressed for 2pcs.- 250mmsquare THWN-2 Cu. insulated cables per phase.(6 pcs. Heavy duty terminal lugs,500A capacity)</p> <p>n. Built in fuel tank with fuel piping for at least 800 liters capacity.</p> <p><b>Price includes the following:</b></p> <p>a. Delivery at OMSC Labangan Campus Generator room, San Jose, Occidental Mindoro</p> <p>b. Corresponding duties and importation charges 12% VAT</p> <p>c. Load Bank Testing and commissioning prior to delivery at full load(350KW resistive load) of unit for four(4) hours and another actual full load testing again upon delivery at site for two(2) hours. Diesel consumption during testing will be shouldered by supplier.</p> <p>d. Hands-on training of two company representatives</p> <p>e. First change oil(as per manual) to be performed by company technician</p> <p>f. Warranty of 2 years or 1000 running hours</p> <p>g. 1 pc. AVR, 1 set of revolving diodes with surge suppressor as spare</p> <p>h. One set of filters as spare for first change oil(lube, fuel and water-1 @)</p> <p>i. One set of basic tools</p> <p>j. One set of operation and Maintenance Manual</p> <p>k. Certificate of manufacturer(place and date of manufacture)</p> <p>l. Manufacturer Test Report</p> <p>m. Parts and services must be available in the Philippines market.</p> <p>n. With smoke Ducting (1700mm length, 1478mm width &amp; 500mm/1500mm height)                  G. I. sheet thickness -- gauge 16</p>				
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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

For Power Asia Equipment Resources Inc.  
  
**MARVIN A. ALCANTARA**  
 Account Manager

For Power Asia Equipment Resources Inc.  
  
**NAJAR P. AGAWIN**  
 General Manager

For Occidental Mindoro State College  
  
**GRACE M. MANCHETA, CPA**  
 Accountant III

For Occidental Mindoro State College  
  
**ARNOLD N. VENTURINA, PhD**  
 SUC President II

- 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
  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:
 

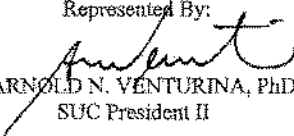
*"an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned."*
  7. No extension of Contract whatsoever shall be granted to the SUPPLIER due 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

POWER ASIA EQUIPMENT  
RESOURCES, INC.


Represented By:

  
ARNOLD N. VENTURINA, PhD  
SUC President II

Represented by:

  
NAZAR R. AGAWIN  
General Manager

In the Presence of:

  
GRACE M. ANCHETA, CPA  
Accountant III/Witness

  
MARVIN A. ALCANTARA  
Account Manager

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF OCCIDENTAL MINDORO ) S.S  
MUNICIPALITY OF SQUEZON CITY )


DEC 07 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.

Name	ID No.	Issued At	Issued On
ARNOLD N. VENTURINA	EB1952992	DFA Manila	21-Feb-2011
NAZAR R. AGAWIN			

WITNESS MY HAND AND SEAL.

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Page No. 130  
Book No. 781  
Series of 2015

  
ATTY. PABLO B. ARES  
NOTARY PUBLIC  
VALID UNTIL DECEMBER 31, 2015  
PTR NO. 0570322, 01-06-2013, P. C.  
BP NO. 915327, 01-03-2014 TA 2014  
FIN NO. 149-830-057  
ROLL NO. 34661/MCLE NO. 007000  
ADD.: 2A 7th AVE., BL NG CRAWF, etc