

**CONTRACT FOR THE PROCUREMENT
OF ELECTRICAL ENGINEERING AND ARCHITECTURE
TECHNOLOGY EQUIPMENT**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 07 MAR 2016 in San Jose, Occidental Mindoro, Philippines by and between:

The **OCCIDENTAL MINDORO STATE COLLEGE**, a government agency created pursuant to Batas Pambansa Big. 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., Bgy. 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 21 January 2016;

WHEREAS, the **SUPPLIER'S** bid was determined to be the Single Calculated and Responsive Bid for Line Item Nos. 1,3,4,5,6,7,8,9 and 10 and Lowest Calculated and Responsive Bid for Line Item No. 2 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 FIVE MILLION SIX HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED PESOS AND 0/100 (Php5,661,500.00).

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:

- The **SUPPLIER** shall undertake the execution of **PROCUREMENT OF ELECTRICAL ENGINEERING AND ARCHITECTURE TECHNOLOGY EQUIPMENT** with the following Technical Specifications:

Item No.	Description	Qty	Unit	Unit Cost (in Php)	Total Cost (in Php)
1	<p>Motor and Electrical Technology Trainer, Order No: 66962601 Brand: Choteo, China Topics Covered:</p> <ul style="list-style-type: none"> This trainer covers technologies such as 'electromechanics', 'electrical machine & drive', small and special electric machine', 'motor control', relay touch control' and so on, which is suitable for school motor and electrical technology training. The instrument and meters, dedicated power supply, motors and experimental 	1	set	550,000.00	550,000.00

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

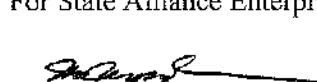
For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III


For State Alliance Enterprises, Inc.


LYNDON C. ANG
President


For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

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

<p>components are connected by dedicated wire with removable bases, easy to extend for new functions.</p> <ul style="list-style-type: none"> Internal and external voltage/current leakage protection device to ensure the short circuit protection function of each power output. All the motors are specially designed, with characteristics of power saving, energy saving, low noise, etc. each power output is designed with monitoring and short-circuit protection function. <p><u>Experiments</u></p> <ul style="list-style-type: none"> DC-generator DC shunt motor DC series motor. Single phase transformer Three phase transformer Three phase transformer connect group and asymmetric short circuit Three phase three-winding transformer Single phase transformer parallel running Three phase asynchronous motor start and speed regulation Double speed asynchronous motor Three phase asynchronous generator Grid-connected operation of three phase synchronous generator Three phase synchronous generator Parametric measurement of three phase synchronous generator Stepper motor experiment Inching control circuit of contactor Inching control and self-lock circuit Positive-negative rotation interlocking circuit of contactor Positive-negative rotation interlocking circuit of button Dual positive-negative rotation interlocking circuit of button and contactors Starting sequential control circuit I Starting sequential control circuit II Stopping sequential control control circuit Manual contactor controlled series resistor reduction voltage starting circuit Time relay controlled series resistor reduction voltage starting circuit Contactor controlled wye to delta reduction voltage starting circuit. Time relay controlled wye to delta reduction voltage starting circuit. Energy consumption braking control circuit of asynchronous motor. C620 lathe electrical control <p><u>Technical Parameter</u></p> <ol style="list-style-type: none"> Input power supply: AC 220V @ 10%, 60Hz, three-phase Work environment: temperature -10°C approx. +40°C, relative humidity <85%(25°C), altitude<4000m 	
--	--

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 II

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

2	<p>3. Input power: <1.5KVA</p> <p>4. Weight: 480kgs</p> <p>5. Dimension: 1600mm x 730mm x 1500mm</p> <p>6. Personal safety protection: current mode leakage protection, voltage mode leakage protection, experimental wire.</p> <p>7. AC power output: three phase 0-450V, single phase 0-250V continuously adjustable, voltage and current indication electric shock protection</p> <p>8. DC digital voltmeter: microprocessor made, class 0.5 precision, automatic range changing, outrange protection, with data storage and query function, communicating function, measurement range: 0-300V</p> <p>9. DC digital ammeter: microprocessor made, class 0.5 precision, automatic range changing, outrange protection, with data storage and query function, communicating function, measurement range: 0-5A</p> <p>10. AC digital voltmeter: MCU made, class 0.5 precision, automatic range changing, outrange protection, with data storage and query function, communicating function, measurement range: 0-450V</p> <p>11. AC digital ammeter: MCU made class, class 0.5 precision, automatic range changing, outrange protection, data storage and query function, communicating function, measurement range: 0-5A</p> <p>12. Intelligent power, power factor meter: true virtual value measurement, 4-digit floating point display, class 1.0 precision, automatic range changing, with test data storage function, communicating function, measurement range: 0-2000W</p> <p>13. Motor guide rail, optical coded disc speed measuring system and digital tachometer: 1024 optical encoder</p> <p>14. Three phase group type transformer: single phase transformer group (3pcs), primary side 220/0.35A, secondary side 55V/1.4A</p> <p>15. DC excited motor (220V, 200W)</p> <p>16. DC excited generator (220V, 200W)</p> <p>17. Three phase synchronous generator (200V, 200W)</p> <p>18. Three phase double speed asynchronous motor (380V, 180W)</p> <p>19. MZ10 synchronizing meter and double-throw switch.</p> <p>20. Revolving light and synchronizing switch</p> <p>21. Potentiometer: 1000ohm(3pcs), 100ohm(3pcs)</p> <p>22. Stepper motor & drive</p> <p>23. Electrical control panel I</p> <p>24. Electrical control panel II</p> <p>25. Manual winding machine</p> <p>26. Three phase wire-wound asynchronous motor</p> <p>27. Three phase squirrel-cage asynchronous motor.</p> <p><u>Subjects Covered:</u></p> <ul style="list-style-type: none"> EE – AC & DC machinery, AC apparatus & devices, Electrical Circuits III 	1	set	2,000,000.00	2,000,000.00
	<p>Dissectible Electrical 10 AC/DC Machine Trainer, Model: Mod.1002, Brand: Italtec,</p>				

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager


For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For Occidental Mindoro State College

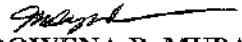

GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College



ARNOLD N. VENTURINA, PhD
SUC President II

<p>Italy Topics Covered: Assembly, operation and tests on electric machines</p> <ul style="list-style-type: none"> • Study of the magnetic field • Principles of the electromagnetic induction • Separately shunt, series and compound excited DC motors • Separately shunt, series and compound excited DC generators • Induction motors: three-phase slip ring and squirrel cage, single-phase repulsion and with capacitor • Dahlander connection • Three-phase synchronous motor • Induction regulator and phase transformer • Alternator • Universal motor <p><u>Technical Features (Hardware & software):</u> <u>2/4 POLE FOR STUDYING OF:</u></p> <ol style="list-style-type: none"> 1. Dc Generators 2. DC Motors 3. 1Phase Alternators 4. 1Phase Motors 5. 1Phase Commutator Motors 6. 1Phase Synchronous Motors 7. 3Phase alternators 8. 3Phase Induction Motors 9. 3Phase Synchronous Motors 10. 3Phase Reluctance Motors <p>WITH:</p> <ul style="list-style-type: none"> • Four Power Supply <ul style="list-style-type: none"> - Desk type metallic case container - Variable three-phase output 0-50V/10A - Variable DC Output 0-60V/10A - Variable AC Output 0-50V/10A - Analog V/A instruments - Electrical protections - Outputs on 4mm safety bushes - Emergency Push button - Differential and magneto thermal protections - Manual Knob (on the right) for voltage variation - Manual switch CC/CA - 3Phase 380/400 Volt input cable and plug • Two load RC • Two sets of 10 AC-DC Analog Instruments • Two base Unit • Two Hand Digital Clamp Meter • Two Hand Digital Tachometer • Two Digital Multimeter • Two Analog Multimeter • set of 63 cables <p><u>Subjects Covered:</u></p> <ul style="list-style-type: none"> • EE – AC & DC machinery, AC apparatus & devices, Electrical Circuits III • EOE – Energy Conversion • ME – DC & AC machinery • Mar E – Electro Technology 2 (Electrical Machine) 				
---	--	--	--	--

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For Occidental Mindoro State College

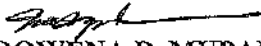

GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College



ARNOLD N. VENTURINA, PhD
SUC President II

3	<p>Investigations on Three-Phase Transmission Lines Laboratory Kit, Model: EUL 1, Brand: Lucas Nuelle, Germany</p> <p><u>Topics Covered:</u></p> <ul style="list-style-type: none"> • Voltage increases on open-circuit lines • Voltage drop as a function of line length • Voltage drop as a function of cos-phi • Capacitive and inductive power losses on a line as a function of U and I • Phase shift on a line <p><u>Includes the ff. Transmission line Model</u> 150km/300km (93.2miles/186.4miles) Three-phase line simulation of a high voltage overhead power line with different lengths for measuring various operational states (open line, matched, short-circuit). Scale factor 1/1000 for current and voltage.</p> <p>Automatic modification of wire length as soon as the corresponding overlay is in place.</p> <p>Transmission line length: 150km 300km</p> <p>Transmission line length: 93.2 miles 196.4 miles</p> <ul style="list-style-type: none"> > Resistance per phase: 3,6Ohm 7,2 Ohm > Inductance per phase: 115mH 230mH > Capacity per phase: > Line-to-line: 2 x 150nF 300nF > Line-to-ground: 2 x 0,55µF 1,1µF > Max power consumption: 1kW > Voltage: 3x 400V; 50/60Hz > Current: 2A > Inputs/outputs: 4mm safety sockets > Dimensions: 297 x 456 x 125mm (H x (HxWxD)) > Weight: 6kg. <p><u>Descriptions</u></p> <p>Capacitive load: three-phase, Order No.:CO3301-3E, 1pc.</p> <p>Three groups of MP-capacitor, each consists four capacitors:</p> <ul style="list-style-type: none"> > for parallel, series, star and delta circuits > capacity: 3 x 2/4/8/30 µF, 450 V > Inputs/outputs: 4mm safety sockets > Dimensions: 297 x 228 x 125mm (H x W x D) > Weight: 3kg <p>Variable Ohmic load, three-phase, 1kW, Order No.: CO3301-3F, 1pc.</p> <p>Three synchronously adjustable circular rheostats with scale 100 - 0%, each with a fuse in the sliding-contact connection. for parallel, series, star and delta circuits</p> <ul style="list-style-type: none"> > Resistance: 3 x 750 Ohm > Current: 3 x 2 A > Inputs/outputs: 4mm safety sockets > Dimensions: 297 x 456 x 125mm (H x W x D) > Weight: 8kg <p>Inductive load, three-phase, 1kW, Order No.:CO3301-3D, 1pc.</p> <p style="text-align: center;">Consist of</p> <p>three inductive loads with the following taps: 1,2H (0,65A), 1,6H (0,5A), 2H (0,45A), 2,4H (0,35A), 2,8H (0,30A), 3,2H (0,25A)</p> <ul style="list-style-type: none"> > for parallel, series, star and delta circuits > Voltage: max. 400V > Inputs/outputs: 4mm safety sockets 	1	set	2,100,000.00	2,100,000.00
---	---	---	-----	--------------	--------------

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
 Project Manager

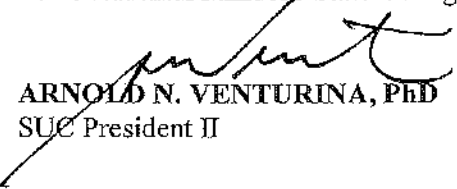
For State Alliance Enterprises, Inc.


LYNDON C. ANG
 President

For Occidental Mindoro State College

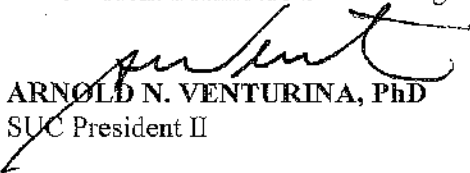

GRACE M. ANCHETA, CPA
 Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
 SUC President II

<p> > Dimensions: 297 x 456 x 125mm (H x W x D) > Weight: 8kg Power switch module, Order No.: CO3301-5P, 1pc. The voltage can be switch on and off manually or automatically. > Nominal voltage: 200-400V, 50/60Hz > Control voltage: 24V > Nominal operating current: 16A, ohmic > Functions: 2 pushbutton switches and remote control for switch-off relay > Indicators: signal lamps for "on" and "off" > Contacts: 3 n.o. & 1 n.o. auxiliary > Inputs/outputs: 4mm safety sockets > Dimensions: 297 x 114 x 95mm (H x W x D) > Weight: 2kg Interactive Lab Assistant: High-voltage transmission lines, Order No: SO2800-6K, 1 pc. The experiment instructions come in the form of an Interactive Lab Assistant course. This multimedia course is a step-by-step guide through the topic of modern energy systems. The fundamentals are conveyed using easy to understand animations. The Interactive Lab Assistant in conjunction with the SCADA Viewer constitutes a comfortable experimenting environment. Special features: > Interactive experiment setups > Measured values and diagrams can be stored in the experiment instructions per drag and drop > The SCADA Viewer can be started directly from the experiment instructions > Includes questions with feedback and evaluation logic for progress monitoring > Documents can be printed out for hardcopy of experiment instructions including solutions > CD-ROM with Labsoft browser, course software and SCADA Viewer Training contents: Studies of three-phase lines > Voltage increases on open-circuit lines > Voltage drop as a function of line length > Voltage drop as a function of cos phi > Capacitive and inductive power losses on a line as a > function of V and I > Phase shift on a line Parallel and series connection of transmission lines > Distribution of power and current among parallel - connected lines of equal length > Distribution of power and current among parallel -- connected lines of unequal length > Distribution of power and current among series-connected lines of equal length > Distribution of power and current among series-connected lines of unequal length > Load distribution, power flow </p>	
--	--

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
 SUC President II

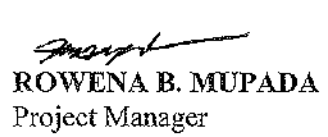
For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
 Accountant III

For State Alliance Enterprises, Inc.

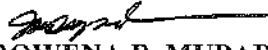

LYNDON C. ANG
 President

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
 Project Manager

<ul style="list-style-type: none"> > Voltage distribution > Quantitative and qualitative evaluations of operational relationships Study of lines with earth-fault compensation <ul style="list-style-type: none"> > Earth fault on a line with an isolated star point > Response to earth faults > Earth-fault compensation Studies on power transmission systems with synchronous generators <ul style="list-style-type: none"> > Power and current distribution in a line network fed by a generator > Parallel operation of a generator and line via the network > Control of active power feed > Control of reactive power feed Investigations on three phase cables <ul style="list-style-type: none"> > Ferranti effect, charging capacity, critical length > Resistive, inductive and resistive-inductive mixed loads > Compensation for a resistive-inductive load > Determining zero impedance > Symmetric and asymmetric shorts > Dealing with star points and shorts to earth Combined networks of cables and lines <ul style="list-style-type: none"> > Differences between cables and transmission lines > Investigation of connections: <ul style="list-style-type: none"> - Transmission lines, transformers and cables - Cables, transformers and transmission lines > Losses from individual components > Parameters for sub-stations Controlling flow of power in meshed networks <ul style="list-style-type: none"> > Variable transformers > Transformer with in-phase regulation (in-phase booster) > Transformer with regulation in quadrature (quadrature booster) > Phase-angle-regulating transformer (phase-shifting transformer) > Affect flow of power via two identical conductors parallel to one another > Course duration 22 h approx. <p>Software SCADA Viewer, Order No: SO4001-3H</p> <p>The 'SCADA Viewer' is a software program used for the control and monitoring of power engineering systems. With the software it is possible to display all measured values and operating states inside the system in real time on the existing measuring instruments. Important parameters and signals can be controlled by the software. The measured values and operating states of the equipment can be selected, recorded and plotted over time, evaluated and then exported.</p> <p>Using the 'SCADA Viewer' projects in power engineering are not only made transparent but readable.</p> <p>Software functions:</p>				
--	--	--	--	--

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For Occidental Mindoro State College

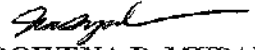

GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

<ul style="list-style-type: none"> ➤ Display of measured values and operating states in real time ➤ Plotting of measured values over time in diagrams ➤ Processing, analyzing and exporting of diagrams ➤ The SCADA viewer contains more than 20 predefined projects ➤ Many projects designed with the SCADA designer can be individually expanded at will <p>Patch cable Cat5E. Order No: LM9057, 2 pcs.</p> <ul style="list-style-type: none"> ➤ 1x 1m yellow ➤ 2x 2m yellow <p>USB Network Adapter 10/100 BaseTX, Order No: LM9056, 1 pc.</p> <p>USB-Ethernet adapter provides simple network access without having to install expansion card. The adapter is thus well-suited especially for cases where there are no more slots available in the PC or the housing should not be opened. This adapter is also an alternative for notebooks: instead of a PC card with an ethernet port The adapter offers a universal connection option for all PCs with USB interface.</p> <ul style="list-style-type: none"> ➤ USB 2.0 high-speed device ➤ Downward compatible with USB 1.1 and 1.0 Host controllers ➤ Compatible with IEEE 802.3u, 10/100 Base-T and TX ➤ Supports both full and half-duplex mode on Ethernet interface ➤ Operating systems: Windows ME/2000/XP/Vista, 7 (32+64 Bit), Linux, Mac OS 10.x <p>5-Port Ethernet Switch, Order No: LM9988, 2 pcs</p> <ul style="list-style-type: none"> ➤ 5 RJ45 terminals ➤ Power supply <p>Adjustable 3-phase power supply, 0-450V/2A, Order No: CO3301-3Z, 1 pc.</p> <p>Controllable 3-phase power supply unit 0...255/450V for continuous 3-phase supply</p> <ul style="list-style-type: none"> ➤ Mains connection: 230/400V, 50/60Hz ➤ Output voltage: 3x 0...400V, 50/60Hz variable by means of 3-phase regulating transformer (tolerance 0.5%) ➤ DC output 0...250V ➤ Output current: 2.0A ➤ 4mm safety sockets (L1, L2, L3, N, PE, L-, L+) ➤ 1 Voltmeter 0...450V (moving iron instrument) ➤ 1 Ammeter 0...3A (moving iron instrument) ➤ 3 Phase control lights ➤ 1 Measuring point selector switch L1-N, L2-N, L3-N, L1-L2, L1-L3, L2-L3 ➤ 1 Measuring point selector switch I1, I2, I3 ➤ Protection: 3 thermo-magnetic device circuit breakers, Motor protection switch adjustable from 1.6...2.5A with Undervoltage trip ➤ Table-top housing with fold-away stand ➤ Dimensions: 175 x 370 x 260mm (H x 				
---	--	--	--	--

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

<p>W x D)</p> <ul style="list-style-type: none"> ➤ Weight: 1.5kg ➤ Multiple socket outlet, 6 fold, with illuminated switch, Order No: ST9010-4J, 2 pcs. With illuminated switch, 2 pole ➤ 6 earth pin sockets according to DIN49440, 250V~,16A ➤ power cord 1.5m ➤ Dimensions: 439 x 60 x 44mm (LxWxH) <p>Three Phase Power Quality Meter with display and long-term memory, Order No: CO5127-1S, 2 pcs.</p> <p>The three-phase measuring instrument permits the measurement and display of relevant power network parameters. It is able to measure single, two-phase or three-phase measurements. The display and operation is carried out by means of menu navigation with an LC display or the integrated Ethernet interface. The optional SCADA software provides for the display of all measurements and allows the implementation and analysis of intelligent networks (Smart Grid). The "Smart Meter" acts as a digital electricity meter at the end points of the mains network to measure electricity consumption and can be used to turn consumers on or off depending on the circumstances.</p> <ul style="list-style-type: none"> ➤ Three-phase measurement of current and voltage 3x400V/5A ➤ Measurement of phase voltages, line-to-line voltages and currents ➤ Determination of the apparent, active and reactive power ➤ Determination of active, reactive and apparent work ➤ Determination of the frequency and distortion factors for current and voltage ➤ Detection of mains harmonic oscillations and neutral conductor current ➤ Pulse measurement ➤ Peak and mean value detection ➤ Event logging ➤ Realtime clock ➤ Large-scale, contrast-rich graphic display with background illumination ➤ Display in tables, diagrams and vector diagrams ➤ 2 Digital inputs and outputs for free configuration including functions ➤ Ethernet interface ➤ Menu navigation in German/English/French/Spanish/Italian/Portuguese/Turkish/Chinese/Russian/Polish ➤ Demonstration measuring instrument for network operation <p>Maximum measurement values:</p> <ul style="list-style-type: none"> ➤ Voltage P-P: 690 V ➤ Current: 5A <p>Measurement accuracy:</p> <ul style="list-style-type: none"> ➤ Voltages 0,2% ➤ Currents 0,2% ➤ Apparent power 0,5% ➤ Active power 0,2% ➤ Reactive power 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

<ul style="list-style-type: none"> > Active energy Class 0,2 > Reactive energy Class 2 > Operating voltage: 110V-230V, 50/60Hz > Dimensions: 297 x 228 x 140mm (H x W x D) > Weight: 2kg <p>Safety connecting plug 4mm with tap (2x), black, 1000V/32A CAT II, Order No: SO5126-3R, 40 pcs.</p> <p>Moulded insulation</p> <ul style="list-style-type: none"> > both sides with touch protection (safety plug + safety sockets), > distance 19mm > transition resistance max. 6mΩ > rated data: 1000V/32A CAT II > colour black <p>Safety connecting plug 4mm with tap SO (2x), blue, 1000V/32A CAT II, Order No: SO5126-3V, 2 pcs.</p> <p>Moulded insulation</p> <ul style="list-style-type: none"> > both sides with touch protection (safety plug + safety sockets), distance 19mm > transition resistance max. 6mΩ > rated data: 1000V/32A CAT II > colour blue <p>Safety connecting plug 4mm with tap (2x), green/yellow, 1000V/32A CAT II, Order No: SO5126-3W, 7 pcs.</p> <p>Moulded insulation</p> <ul style="list-style-type: none"> > both sides with touch protection (safety plug + safety sockets), distance 19mm > transition resistance max. 6mΩ > rated data: 1000V/32A CAT II > colour green/yellow <p>Set of safety measurement cables, 4mm (23 leads), Order No: SO5148-1L, 1 set</p> <p>Safety measurement cables with 4mm safety plugs, coloured, PVC insulation, highly flexible</p> <p>Each set includes the following:</p> <ul style="list-style-type: none"> • 4 x 25cm long, black • 4 x 50cm long, black • 2 x 100cm long, blue • 2 x 100cm long, red • 1 x 100cm long, green/yellow • 1 x 150cm long, blue • 1 x 150cm long, green/yellow • 2 x 150cm long, green • 2 x 150cm long, brown • 2 x 150cm long, black • 2 x 150cm long, grey • Wire cross section 2.5 mm² • Capacity/category: 600V CAT II, 32A <p>Safety measurement cable (4mm), 50cm, black, Order No: SO5126-8L, 6pcs.</p> <p>Safety measurement lead with stackable, contact-proof 4mm plugs</p> <ul style="list-style-type: none"> • Colour: black • Length: 50 cm • Wire cross section 2.5 mm² <p>Safety measurement cable (4mm), 25cm, black, Order No: SO5126-8B, 3pcs.</p> <p>Safety measurement lead with stackable, contact-proof 4mm plugs</p> <ul style="list-style-type: none"> • colour: black • length: 25 cm 				
---	--	--	--	--

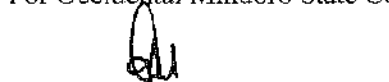
For State Alliance Enterprises, Inc.


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

<ul style="list-style-type: none"> • cable cross-section 2,5 mm² • ratings deliver: 600V CAT II, 32A <p>Mobile aluminium experiment stand, 3 levels, power strip with 6 sockets, 1250x700x1995mm, Order No:ST7200-3A, 1 pc.</p> <p>High-quality, mobile experiments stand from the SybaPro range for demonstrations and experiments. Features aluminium profile legs compatible with all add-ons and extensions for the SybaPro system.</p> <p>The mobile experiment stand is supplied in kit form and needs to be assembled by customers themselves.</p> <p>Table top:</p> <ul style="list-style-type: none"> • 30-mm table top made of highly compressed, multi-layer fine chipboard conforming to DIN EN 438-1 • Colour grey, RAL 7035, with 0.8-mm slightly textured laminate coating (Resopal) on both sides, conforming 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 RAL 7047 coloured plastic • Coating and adhesive are PVC free • Power strip with 6 outlet sockets mounted underneath the table top, lead and earthed plug <p>Frame:</p> <ul style="list-style-type: none"> • 2 extruded aluminium profiles with multiple grooves 1800 x 120 x 40 mm (W x H x D) • 8 equally sized grooves in extruded aluminium profiles (3 on each side and 1 each on the front and back) • Grooves accommodate standard industrial mountings • 4 H-shaped aluminium 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 swivelling 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, 80 µm thick (approx.), colour RAL 7047 <p>Dimensions:</p> <ul style="list-style-type: none"> • Height of table top 760 mm • 1250 x 1995 x 700 mm (W x H x D) <p>Power supply for working stations, Order No: ST8008-8M, 1 pc.</p> <p>400-V CEE distribution panel with automatic circuit breakers for attachment to profiles on experiment trolleys or direct to table-top.</p>				
--	--	--	--	--

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
 Project Manager

For State Alliance Enterprises, Inc.


LYNDON C. ANG
 President

For Occidental Mindoro State College

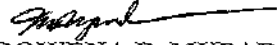

GRACE M. ANCHETA, CPA
 Accountant III

For Occidental Mindoro State College



ARNOLD N. VENTURINA, PhD
 SUC President II

<ul style="list-style-type: none"> • 2 CEE sockets (400 V, 16 A, 5-pole) with safety flap • 1 Mains socket with earth (230 V) plus safety flap • Circuit breaker: 1 x 3-pole line circuit breaker, type B, 16 A • Mains connection: 3 x 230/400 V, 50/60 Hz via CEE plug, 4-m mains lead • Dimensions: 530 x 130 x 110 mm (H x W x D) • Weight: 3 kg <p>Wall or aluminium-profile mounting cable storage for 48 cables, Order No.: ST8003-8E, 1pc.</p> <p>Accommodates about 48 safety measuring leads, suitable for mounting on walls or aluminium profiles</p> <ul style="list-style-type: none"> • Width 200 mm, 12 guide grooves for leads • Adjustable height for mounting on aluminium profiles • Can be mounted on the left or right • Can be mounted on walls • Includes 32 screws and tenon blocks • Acid-resistant epoxy-resin powder coating, thickness 80 µm approx., <p>PC holder for SybaPro experiment trolleys, height and width adjustable, Order No.: ST7200-5A, 1pc.</p> <p>Shelf for desktop PC made of 1.5mm sheet steel punched with holes, suitable for all furniture in the SybaPro aluminium profile range</p> <ul style="list-style-type: none"> • Adjustable assembly height • Adjustable width (160 - 255mm) • Can be mounted to left or right • Includes all equipment necessary for assembly (4 bolts and 4 tenon blocks) • Acid-resistant epoxy-resin powder coating, 80µm thick approx., <p>Monitor holder for flat screen monitor with weight up to 10kg/22lb, Order No: ST8010-4L, 1 pc.</p> <p>Pivoting monitor holder for attachment to aluminium profiles of furniture in the SybaPro range. Allows a monitor to be placed in the optimum position so that work and experiments are less tiring</p> <ul style="list-style-type: none"> • Pivoting arm with two-part joint • Quick-lock for adjustment to any height on extruded aluminium profile • VESA fastening 7.5 x 7.5cm • Includes VESA 75 (7.5x7.5) - VESA 100 (10x10) adapter • 2 Cable clips • Adequate carrying capacity 10kg/22lb • TFT monitor can be turned parallel to the table edge • Separation can be adjusted to anywhere between 105 and 480mm • Additionally included: <p>Cable management set for installing cables along the profiles of the aluminium lab system furniture in the SybaPro range</p> <p>The set consists of the following:</p>				
--	--	--	--	--

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For Occidental Mindoro State College

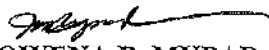

GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College



ARNOLD N. VENTURINA, PhD
SUC President II

	<ul style="list-style-type: none"> • 3 Cross cable binders for front and rear grooves of aluminum profile • 3 Cross cable binders for side grooves of aluminum profile • 12 Cable binders • 4 Aluminum cover profiles for covering and enabling wires to be run along the grooves of an aluminum profile • Includes assembly instructions <p>Protection cover for three-level experiment trolleys, Order No: ST8010-9Y, 1 pc.</p> <p>Dust cover for three-level experiment trolleys</p> <ul style="list-style-type: none"> • For protecting equipment from dust and damp • For keeping equipment out of sight (the cover must not be transparent, so is therefore opaque) • Colour: matt dark grey with printed LN logo in orange) • Material: nylon fabric with polyurethane coating • High resistant to tearing, impregnated to be washable and waterproof <p>Subjects Covered:</p> <ul style="list-style-type: none"> • EE – transmission lines fundamentals • BCE – transmission lines fundamentals • ME – transmission lines fundamentals • Mar E – transmission lines fundamentals 				
4	<p>Transmission Line with Earth – Fault Compensation Laboratory Kit (Add-On to EUL1), Order No: EUL3</p> <p><u>Training contents:</u></p> <ul style="list-style-type: none"> ➢ Earth fault on a line with an isolated star point ➢ Response to earth faults ➢ Earth-fault compensation <p><u>Includes the ff:</u></p> <p>Earth fault compensation unit, Order No: CO3301-4X, 1pc.</p> <p>This earth fault compensation unit is connected between the neutral line and the earth to compensate the capacitive earth-fault current by selecting the correct inductance. The unit can be adjusted to variable settings in order to facilitate matching of the earth-fault inductors to the various switching states of the power supply system. (Peterson coil)</p> <ul style="list-style-type: none"> ➢ Nominal voltage: 230V ➢ Max. current: 0.5A ➢ Coil: 1.0 to 2.0H, 9 variable stages ➢ Inputs/outputs: 4mm safety sockets ➢ Dimensions: 297 x 228 x 120mm (HxWxD) <p>Weight: 5kg</p> <p>Subjects Covered:</p> <ul style="list-style-type: none"> • EE – transmission lines fundamentals • ECB – transmission lines fundamentals • ME – transmission lines fundamentals 	1	set	70,000.00	70,000.00
5	<p>Parallel and Series Connection of Transmission Lines Laboratory Kit (Add-On to EUL1), Order No: EUL2</p> <p><u>Training contents:</u></p> <ul style="list-style-type: none"> • Distribution of power and current among parallel-connected lines of equal length 	1	set	540,000.00	540,000.00

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

	<ul style="list-style-type: none"> • Distribution of power and current among parallel-connected lines of unequal length • Distribution of power and current among series-connected lines of equal length • Distribution of power and current among series-connected lines of unequal length • Load distribution, power flow • Voltage distribution • Quantitative and qualitative evaluations of operational relationships <p><u>Includes the ff:</u> Transmission line Model 150km/300km (93.2miles/186.4miles), Order No:CO3301-3A, 1 pc. Three-phase line simulation of a high voltage overhead power line with different lengths for measuring various operational states (openline, matched, short-circuit). Scale factor 1/1000 for current and voltage. Automatic modification of wire length as soon as the corresponding overlay is in place. Transmission line length: 150km 300km Transmission line length: 93.2 miles 196.4 miles</p> <ul style="list-style-type: none"> > Resistance per phase: 3.6Ohm 7.2 Ohm > Inductance per phase: 115mH 230Mh > Capacity per phase: > Line-to-line: 2 x 150nF 300nF > Line-to-ground: 2 x 0.5µF 1.1µF > Max power consumption: 1kW > Voltage: 3x 400V; 50/60Hz > Current: 2A > Inputs/outputs: 4mm safety sockets > Dimensions: 297 x 456 x 125mm (H x W x D) > Weight: 6kg. <p>Analog/digital multimeter, wattmeter + power-factor meter incl. Software, Order No: CO5127-1Z, 1 pc. The areas of electrical machines, power electronics and drive technology pose particular problems for measuring instruments. In addition to high-performance overload protection, the acquisition of measurement values must be performed accurately independently of the curve's shape. The universal measuring device has been designed particularly to satisfy these requirements. It can simultaneously replace as many as four different measuring instruments – constituting a current/voltmeter, power and phase-angle meter all in one. The graphic display allows for both student as well demonstration experiments. The VI Starter software included allows for visualization of measurements on a PC.</p> <ul style="list-style-type: none"> • Simultaneous, measurement of voltage and current independent of the curve shape (max. 600 V, 20 A) (measurement of clocked voltages) • Calculation of active, apparent and reactive power as well as the power factor • Measurement of the total rms (RMS-AC+DC); AC rms (RMSAC) and 				
--	---	--	--	--	--

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For Occidental Mindoro State College

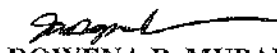

GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College



ARNOLD N. VENTURINA, PhD
SUC President II

	<ul style="list-style-type: none"> • arithmetic mean (AV-AC+DC) • Impervious to electrical damage up to 20 A/600 V • Large-scale, high-contrast background-illuminated graphic display (5,7") • Large-scale display or display of up to 4 measurement values • Digital or pseudo-analog display • USB interface • Internal resistance: current path 10mOhm, voltage path 10MOhm • Voltage ranges: 30;300; 600V • Current ranges: 1; 10; 20A • Measurement accuracy: 2% • Automatic or manual measurement range selection • Demonstration test instrument for mains operation • Operating voltage: 230V, 50/60Hz • Dimensions: 297 x 228 x 140mm (H x B x F) • Weight: 2kg <p>The VI Starter software allows all the measurements to be displayed on the PC. Up to 17 different displays can be opened.</p> <ul style="list-style-type: none"> • Oscilloscope display of voltage, current and power • Consumption meter to display power consumed and output • Data logger for 14 different variables • Data export for data logger • Characteristic recorder • Labview driver and supplied examples • 32-bit version for Windows <p><u>Subjects Covered:</u></p> <ul style="list-style-type: none"> • EE – transmission lines fundamentals • ECE – transmission lines fundamentals • ME – transmission lines fundamentals 		1 set	76,000.00	76,000.0
6	<p>Course-Electrical engineering I: DC technology Laboratory Kit, Order No: SO4204-4D, 1 set</p> <p>Includes:</p> <ul style="list-style-type: none"> ➤ 1 Experiment card with various resistor circuits, capacitor and coil ➤ 1 Experiment card with voltage divider circuits ➤ 1 Experiment card with circuits for studying temperature, light and voltage-dependent resistors ➤ CD-ROM with Labsoft and course software <p>Course contents:</p> <ul style="list-style-type: none"> ➤ Familiarization with the term electricity ➤ Examples of the use of electricity ➤ Introduction to the Bohr model of the atom ➤ Electric charge and electric fields ➤ Differences between conductors, insulators and semiconductors ➤ Familiarization with the terms current, voltage and resistance ➤ Investigation of a simple electrical circuit with a lamp ➤ Different types of DC sources 				

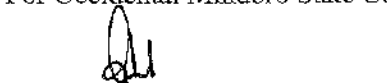
For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For Occidental Mindoro State College

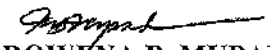

GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College

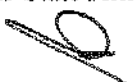

ARNOLD N. VENTURINA, PhD
SUC President II

<ul style="list-style-type: none"> ➤ Measurement using voltmeters and ammeters ➤ Colour coding and design of resistors ➤ Experimental verification of Ohm's law ➤ Experimental verification of Kirchhoff's laws ➤ Measurements on resistances in series and parallel ➤ Investigation of circuits with resistors in mixed series and parallel connection ➤ Measurements on voltage divider circuits with fixed/variable resistors ➤ Measurements on bridge circuits ➤ Power measurements in DC circuits ➤ Investigation of the in-circuit response of variable resistors (LDRs (photocells), NTC and PTC thermistors, VDRs) ➤ Measurement and interpretation of variable resistor characteristics (LDR, NTC, PTC, VDR) ➤ Measurements on coils and capacitors in a DC circuit ➤ Fault simulation (9 simulated faults activated by relay) ➤ Course duration 8 h approx. (fault finding 1.5 h approx.) <p><u>Subjects Covered:</u></p> <ul style="list-style-type: none"> • EE – Electrical Circuits I, II, III • BCE – Electrical Circuits I, II • ME – Electrical Circuits I, II • Mar E – Electrical Circuits I, II 			78,000.00	78,000.00
<p>7 Electrical Engineering 2 AC Technology Laboratory Kit, Order No: SO4204-4F, 1 set</p> <p>Includes:</p> <ul style="list-style-type: none"> ➤ 1 Experiment card with R, L, C passive components for combination using 2-mm sockets ➤ 1 Experiment card with RLC resonant circuits, 1 circuit tunable ➤ 1 Experiment card with 1 power transformer, 1 repeater transformer and load circuits ➤ CD-ROM with Labsoft browser and course software <p>Course contents:</p> <ul style="list-style-type: none"> ➤ The distinction between DC and AC variables ➤ Characteristics of sinusoidal signals ➤ RMS values of various periodic signals ➤ Using vector diagrams to depict sinusoidal signals ➤ Using vector diagrams for computation ➤ Introduction to characteristic parameters for capacitors and inductors ➤ How capacitors and coils store energy ➤ Determining the capacitance of capacitors by measurement ➤ Determining the inductance of coils by measurement ➤ Introduction to the term reactance and the difference between capacitive reactance and inductive reactance ➤ Determining the reactance of coils and capacitors by experiment 	1	set	78,000.00	78,000.00

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For Occidental Mindoro State College

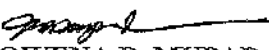

GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College

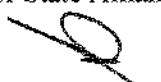

ARNOLD N. VENTURINA, PhD
SUC President II

8	<ul style="list-style-type: none"> ➤ Investigating the AC-response of RC and RL voltage divider circuits ➤ Investigating the frequency response of simple filter circuits for alternating and square-wave voltages ➤ How electrical resonant circuits work ➤ Introduction to the terms resonance, quality Q, bandwidth and critical frequency of resonant circuits ➤ Measuring the frequency response of series and parallel resonant circuits ➤ Tuning a parallel resonant circuit with a varicap diode ➤ Explanation of the terms active, reactive and apparent power ➤ Investigating response of transformers to loads: loaded, unloaded and short-circuit measurements ➤ Identifying the typical areas of application for power and repeater transformers ➤ Measurement and analysis of the frequency response of power transformers ➤ Investigating the frequency response of repeater transformers ➤ Measurement and analysis of the frequency response of repeater transformers ➤ Fault simulation (4 simulated faults activated by relay) ➤ Course duration 8 h approx. (fault finding 1 h approx.) <p>Subjects Covered:</p> <ul style="list-style-type: none"> • EE – Electrical Circuits I, II, III • ECE – Electrical Circuits I, II • ME – Electrical Circuits I, II • Mar E – Electrical Circuits I, II <p>Electrical engineering 3 Three-phase Technology Laboratory Kit, Order No: SO4204-4H, 1 set</p> <p>Includes:</p> <ul style="list-style-type: none"> ➤ 1 Experiment card with 1 circuit in star configuration and 1 in delta configuration plus resistive and capacitive loads ➤ 1 Experiment card 3-channel oscilloscope for voltage and current measurement ➤ CD-ROM with Labsoft browser and course software <p>Course contents:</p> <ul style="list-style-type: none"> ➤ Becoming familiar with three-phase applications ➤ Familiarization with terms used in three-phase systems ➤ Measurement of phase and line quantities in three-phase networks ➤ Determining and identifying laws relating phase voltages by measurement ➤ Investigating resistive and capacitive loads in star and delta circuits ➤ Determining phase shift between phase voltages ➤ Measurement of compensating currents 	1	set	88,000.00	88,000.00
---	--	---	-----	-----------	-----------

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

<p>in neutral conductors and explanation of the effect of breaks in the neutral line</p> <ul style="list-style-type: none"> ➤ Current and voltage measurements for symmetrical and asymmetrical loads ➤ Measurement of power with a three-phase load ➤ Course duration 4 h approx. <p>Subjects Covered:</p> <ul style="list-style-type: none"> • EB – Electrical Circuits I, II, III • ECE – Electrical Circuits I, II, III • ME – Electrical Circuits I, II, III • Mar B – Electrical Circuits I, II, III 			85,500.00	85,500.00
<p>9</p> <p>Electrical engineering Magnetism/electromagnetism Laboratory Kit, Order No: SO4204-4A, 1 set</p> <p>Includes:</p> <ul style="list-style-type: none"> ➤ 1 Experiment card with 7 specific circuits ➤ Transformer with removable iron core ➤ Compass needle for investigating magnetic fields ➤ Electromagnetic components: reed switches, Hall switches and relays ➤ CD-ROM with Labsoft browser and course software <p>Course contents:</p> <ul style="list-style-type: none"> ➤ Explanation of the phenomenon of magnetism ➤ Identification of magnetic materials ➤ Listing examples for the use of magnetic materials in electrical engineering ➤ Introduction to and explanation of the terms magnetic poles, magnetic fields, field lines and field intensity ➤ Investigating the magnetic field of a current-carrying conductor ➤ Investigating the magnetic field of a coil (with air, with iron core) ➤ Introduction to and explanation of the term electromagnetic induction ➤ Investigating the switch-on and switch-off response of an inductor ➤ Lorentz force ➤ Design and function of a transformer ➤ Investigating the effect of an iron core on the transmission response of a transformer ➤ Determining the transmission ratio of a transformer by measurement ➤ Measuring the response of a transformer to various loads ➤ Design of electromagnetic components: relays, reed switches ➤ Experimental demonstration of the function of relays and reed switches ➤ Experimental investigation of application circuits using electromagnetic components: control circuits with latching, ➤ Hall sensors ➤ Course duration 4 h approx. <p>Subjects Covered:</p> <ul style="list-style-type: none"> • EB – Electromagnetism Circuits I, II • ECE – Electromagnetism Circuits I, II • ME – Electromagnetism Circuits I, II 	1	set	85,500.00	85,500.00

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

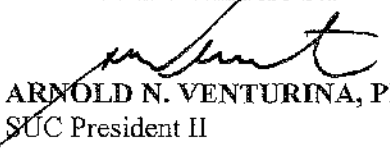
For State Alliance Enterprises, Inc.


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

10	<p>Electrical Engineering Electrical Network Analysis Laboratory Kit, Order No: SO4204-4C, 1 set</p> <p>Includes:</p> <ul style="list-style-type: none"> ➤ 1 Experiment card with connector panel for setting up resistor networks ➤ 2 Constant current and 2 constant voltage sources ➤ 15 Plug-in resistors on card ➤ CD-ROM with Labsoft browser and course software <p>Course contents:</p> <ul style="list-style-type: none"> ➤ Introduction to basic equations used in electrical networks ➤ Applying Kirchhoff's equations to a resistor network ➤ Analyzing resistor networks using Kirchhoff's equations ➤ Power matching in resistor circuits ➤ Conversion of electrical networks (star-delta conversion) ➤ Introduction to superposition theorem and its application ➤ Simplification of resistor networks using Thevenin's theorem ➤ Simplification of resistor networks using Norton's theorem ➤ Simplification of resistor networks with 2 sources using Millman's theorem ➤ Thevenin-Norton equivalencies ➤ Analyzing resistor networks using the loop or mesh current method ➤ Analyzing resistor networks using the node voltage method <p>Course duration: 5 h approx.</p> <p>Subjects Covered:</p> <ul style="list-style-type: none"> • EE – Network ckt analysis & design I, II 	1	set	74,000.00	74,000.00
Total					5,661,500.00

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

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.”

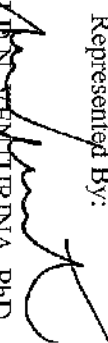
7. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities 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 STATE ALLIANCE ENTERPRISE, INC.

Represented By:


ARNOLD N. VENTURINA, PHD
SUC President II

Represented by:


LYNDON C. ANG
President

In the Presence of:


GRACE MANCHETA, CPA
Accountant III/Witness


ROWENA B. MUPADA
Authorized Representative

ACKNOWLEDGEMENT

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

SUBSCRIBED AND SWORN to before me this MAR 7 2016 of 2016,
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	CTC 01033764	MTO-SJOM	01/15/2016
LYNDON C. ANG	CTC 10403907	Manila	01/06/2016

WITNESS MY HAND AND SEAL.

Doc. No. 417
Page No. 91
Book No. 43
Series of 2016

DRYWIN G. LUCAS
 Notary Public
 MTC - San Jose, Occidental Mindoro
 PTD No. 252492-2016
 Exp. 06/30/18
 Iss. 06/30/16

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

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SEC 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.

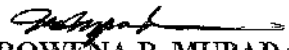
(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(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
- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring

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

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

(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.


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

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

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.

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.


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
SBC President II

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

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.
- 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:

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

- (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.

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.

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

16.4. 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.

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.

18. Delays in the Supplier's Performance

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

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SEC President II

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

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.

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.

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."

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.

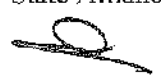
For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

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.

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President


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 contact 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 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.

For Occidental Mindoro State College



ARNOLD N. VENTURINA, PhD
SUC President II

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

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.

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

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 duty 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.


For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

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.

For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

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 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;

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

- (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;

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

- (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 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

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

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.

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.

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


Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is: OCCIDENTAL MINDORO STATE COLLEGE
1.1(i)	The Supplier is: <u>STATE ALLIANCE ENTERPRISES INC.</u>
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through General Fund/Special Trust Fund in the amount of <u>FIVE MILLION SIX HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED PESOS AND 0/100 (Php5,661,500.00).</u>
1.1(k)	The Project Site is: Occidental Mindoro State College San Jose, Occidental Mindoro Philippines
5.1	The Procuring Entity's address for Notices is: MA. PAZ FATTIMA 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 The Supplier's address for Notices is: <u>LYNDON C. ANG</u> President, State Alliance Enterprises Inc. 283 G. De Rivera St. Brgy 276 Zone 25 San Nicolas, Manila
6.2	Delivery and Documents – 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: 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. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. For purposes of this Clause the OMSC’s Representative at the Project Site is <u>Ms. Aileen T. Dagos, Supply Officer.</u> Insurance –

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

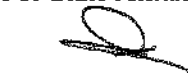
For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

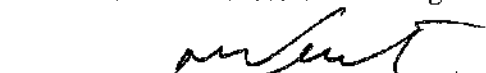
For State Alliance Enterprises, Inc.


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

	<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	<p>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.</p>
10.1	<p>No further instructions.</p>
10.4	<p>No further instructions.</p>
13.1	<p>No further instructions.</p>
13.4	<p>No further instructions.</p>
13.4(c)	<p>No further instructions.</p>
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	<p>Not applicable.</p>
17.4 and 17.5	<p>The period for correction of defects in the warranty period is</p> <p>One (1) week</p>
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</p>

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PhD
SUC President II

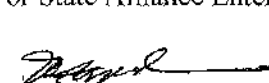
For Occidental Mindoro State College


GRACE M. ANCHETA, CPA
Accountant III

For State Alliance Enterprises, Inc.


LYNDON C. ANG
President

For State Alliance Enterprises, Inc.


ROWENA B. MUPADA
Project Manager

	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.
20.4	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."
21.1	No additional provision or if a joint venture, "All partners to the joint venture shall be jointly and severally liable to the OMSC."