

REPUBLIC OF THE PHILIPPINES **DEPARTMENT OF BUDGET AND MANAGEMENT**

GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

Resolution No. 2019-50

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Diesel Generator Sets for the DBM Arcache Building," with an Approved Budget for the Contract of P2,200,000.00;

WHEREAS, on August 27, 2019, the Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

WHEREAS, seven (7) prospective bidders, namely: (i) Trade Venture International Corporation; (ii) Indentrade Systems Corporation; (iii) Southcoast Marketing Inc.; (iv) Applied Systems Manufacturing Corporation; (v) Licht Industrial Corporation; (vi) Superserve Corporation; and (vii) Isometric, responded to the said Invitation and attended the Pre-bid Conference on September 3, 2019;

WHEREAS, Supplemental/Bid Bulletin No. 1 was issued on September 16, 2019 to clarify, modify or amend items in the Bidding Documents;

WHEREAS, during the submission and opening of bids on September 24, 2019, three (3) bidders submitted their bids, namely: (i) Licht Industrial Corporation; (ii) Applied Systems Manufacturing Corporation; and (iii) Trade Venture International Corporation;

WHEREAS, after preliminary examination of the bids, the BAC, using non-discretionary "pass/fail" criteria, determined the following:

- The submission of Licht Industrial Corporation as "failed" for passing a Collection Receipt in lieu of the required Official Receipt as proof of the Single Largest Completed Contract, in accordance with Clause 12.1(a)(ii.9) of Section II. Instructions to Bidders of the Bidding Documents and pursuant to the Government Procurement Policy Board's Non-Policy Matter No. 2016-09-22 dated September 22, 2016;
- 2. The submission of Applied Systems Manufacturing Corporation as "failed" for passing a Single Largest Completed Contract beyond the required two-year period, as stated in ITB Clause 12.1(a)(ii) of Section III. Bid Data Sheet of the Bidding Documents; and

3. The submission of Trade Venture International Corporation as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial proposal, the BAC declared the submission of Trade Venture International Corporation as the Single Calculated Bid in the amount of P1,785,000.00;

WHEREAS, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of Trade Venture International Corporation passed all the criteria for post-qualification; thus, it was declared as the Single Calculated and Responsive Bid in the amount of P1,785,000.00.

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Acting Secretary of the Department of Budget and Management that the contract for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Diesel Generator Sets for the DBM Arcache Building," be awarded to Trade Venture International Corporation, in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

ADOPTED, this 4th day of October 2019 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

THEA MARIE CORINNE F. PALARCA

End-uşer Representative

B.U.D.G.E.T. Representative

ESPangilian EDEN D. PANGILINAN

Member

not present

ROWEL D. ESCALANTE

Member

RYAN-S. LITA

Member

ANDREA CÉLENE M.

Vice Chairperson

ACHILLES GERARD C. BRAVO
Chairperson

[] Approved ? remarket.
[] Disapproved

for WENDEL E. AVISADO

Acting Secretary, DBM

Date:_____





REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

OCT 1 5 2019

MR. PAOLO ANTONIO C. VILLANUEVA

Trade Venture International Corporation Unit 103 Alicia Bldg. 4466 Calatagan cor. Bautista Sts. Palanan, Makati City

Dear Mr. Villanueva:

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Diesel Generator Sets for the DBM Arcache Building," is hereby awarded to Trade Venture International Corporation in the amount of P1,785,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,

Sugar

Acting Secretary

provo (ANTONIO C YKLIANKE



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT

GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

NOV 07 2019

MR. PAOLO ANTONIO C. VILLANUEVA

Authorized and Designated Representative
Trade Venture International Corporation
Unit 103 Alicia Bldg.
4466 Calatagan cor. Bautista Sts.
Palanan, Makati City

Dear Mr. Villanueva:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Diesel Generator Sets for the DBM Arcache Building," shall commence upon receipt of this Notice to Proceed.

Thank you and God Bless.

WENDEL E. AVISADO
Secretary

I acknowledge receipt and acceptance of this Notice on: 1/0V. 19, 2019

Name of Consultant and/or Representative: PAOLO ANTON/O

PAOUS ANTONIO C- VILLANUEVA

Authorized Signature:

CONTRACT No. 2019-14 SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF TWO (2) DIESEL GENERATOR SETS FOR THE DBM ARCACHE BUILDING

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Acting Secretary, **WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

TRADE VENTURE INTERNATIONAL CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Unit 103 Alicia Bldg., 4466 Calatagan cor. Bautista Sts., Palanan, Makati City, represented by **PAOLO ANTONIO C. VILLANUEVA**, hereinafter referred to as the **"SUPPLIER"**;

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Diesel Generator Sets for the DBM Arcache Building," and the bid of the Supplier is in the amount of One Million Seven Hundred Eighty Five Thousand Pesos (P1,785,000.00), hereinafter called the "Contract Price";

WHEREAS, the Notice of Award was Issued to the Supplier last October 21, 2019, and the Supplier posted its performance security on October 22, 2019;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

- 1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
- The following documents shall form and be read and construed as part of this Contract:

Annex A - Bld Form

B - Schedule of Requirements

C - Technical Specifications

D - General Conditions of ContractE - Special Conditions of Contract

F Notice of Award

G - Performance Security



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- In consideration of the payments to be made by the DBM to the Supplier, the 3. Supplier hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.
- The DBM hereby covenants to pay the Supplier, in consideration of the provision of 4. the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of NOV 14 2019, 2019 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET AND MANAGEMENT by:

Ž.

Acting Secretary

TRADE VENTURE INTERNATIONAL CORPORATION

by:

PAOLO ANTOMO C. VILLANUEVA

Authorized and Designated Rebresentative

SIGNED IN THE PRESENCE OF

THEA MARIE CO

Administrative Service

CERTIFIED FUNDS AVAILABLE

JEFFREY DM. GALARPE Officer-in-Charge ACCOUNTING DIVISION

ORS No: 041040 2019 -10-2302

ORS Date: ___

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	
PAOLO ANTONIO C. VILLANUEVA known to me to be the same persor	M2NERS LICENS	e 04/20/202
acknowledged to me that the same is entities they respectively represent.	their free and voluntary a	act and deed and of the
This CONTRACT for the Supply, Delivery Diesel Generator Sets for the DBM Arc material witnesses on each and every pa	ache Building was signed	
	day of <u>NOV 1 4 2019</u>	

Doc. No. 124 Page No 104 Book No. 1 Series of 2019. IRICHA M. BARAAN

NOTARY PUBLIC - MANILA

COMMISSION SERIAL NO. 30/8-13/9

UNTIL DECEMBER 31, 20 19

ROLL NO. 69126, LBP LRN 016693

MCLE NO. 11 -000004-7

PTR NO. WLA 30/8-74/9

LEGAL SERVICE, DBM

BLDG. 1, GROUND FLR.

GEN. SOLANO ST., MALACAÑANG

MANILA

Bid Form

Date: SEPTEMBER 24, 2019

Invitation to Bid No.: DBM-2019-36

To: DEPARTMENT OF BUDGET AND MANAGEMENT BIDS AND AWARDS COMMITTEE GENERAL SOLANO STREET, SAN MIGUEL MANILA

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [NO. 1], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Diesel Generator Sets for the DBM Arcache Building," in conformity with the said Bidding Documents for the sum of One Million Seven Hundred Eighty Five Thousands Pesos Only 1,785,000.00.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accented at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, Paolo Antonio C. Villanueva is granted full power and authority by the TRADE VENTURE INTERNATIONAL CORPORATION, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the "Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Diesel Generator Sets for the DBM Arcache Building" of the Department of Budget and Management,

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid

Dated this 24th day of September 2019.

<u>PAQLO ANTIONIO C. VILLANUEVA</u>

TECHNICAL SALES REPRESENTATIVE

An the engacity off

Duly authorized to sign Bid for and on behalf of TRADE VENTURE INTERNATIONAL CORPORATION Name of Company

P

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter the date of delivery to the project site.

Item Number	Description	Delivery Date
1.	Supply, delivery, installation, testing, and commissioning of two (2) Generator Sets for the DBM Areache Building	December 27, 2019
i.		

I hereby certify to comply and deliver all the above requirements.

TRADE VENTURE INTERNATIONAL

CORPORATION

PAGNO ANTONIO C. VILLANUEVA

SEPTEMBER 24, 2019

Name of Company/Bidder Signature over Fristed Faure of Representative

Date



Section VII. Technical Specifications

(Revised)

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Specifications	Bidder's Statement of Compliance
I. Scope of Works (See attached Revised Annex A, item A)	COMPLY
H. Specifications (See attached Revised Annex A. item B)	COMPLY
III. Features (See attached Revised Annex A, item C)	COMPLY
IV. Control System Major Features (See attached Revised Annex A, item D)	COMPLY
V. Operator Panci Features (See attached Revised Annex A, item E)	COMPLY
VI. General Rating (See attached Revised Annex A, item F)	COMPLY

I bereby certify to comply with all the shove Technical Specifications.

TRADE VENTURE INTERNATIONAL

SEPTEMBER 24, 2019

CORPORATION PAOLO ANTUNES C. VILLANUEVA
Name of Company/Bidder Signature over Company/Bidder Signature over Company/Bidder

Date



Annex A Mevisedi

SUBJECT: SUPPLY, DELIVERY AND INSTALLATION OF DIESEL GENERATOR SETS

A. SCOPE OF MORES.

- Supply, delivery, hauling from factory warehouse to jobsite generator room and installation
 of skid-mounted Diesel Driven Generator sets with skid-based 8-hours feel tanks, vibration
 installation including but not limited to the following:
 - Installation of mufflers and exhaust pipes complete with hangers and 50 mm.
 Calcium Silicate insulation and gauge 22 stainless steel cladding.
 - Coring of two (2) sets on mezzanine floor slab and two(2) sets on wall for cutry/exit
 of exhaust pipes, including provision of watertight escutcheon plate covers
 - Provision and installation of two (2) sets of Batteries, Chargers and mounting steel
 rack
 - Provision and installation of generator circuit breakers (GCB), if not directly provided and mounted on the generator skid.
 - Supply and installation of electrical wires and conduit complete with hangers, from GCB to Automatic Transfer Switch (ATS), Feeder size as follows:

Genset No. 1 (100 kW): 2 sets of [3-100 sg mm THHN (phase), 1-50 sg. mm THHN (GW) in 65mm dia RSC)

Genset No. 2 (100 kW]: 2 sets of (3-100 sq.mm THHN (afiase), 1-50 sq. mm THHN (GW); In 65mm dia RSC)

- Supply and Installation of Concrete Foundation and associated anchor bolts, size as required.
- Supply and installation of Exhaust Duct from radiators to Steel louver wall. Ducts shall be Gauge 20 Galvanized Steel Sheet with 2-hours fire rated Canvass cloth.
- Supply and installation of three (3) sets equipment ground #50 mm2 bare copper wire in 25 mm PVC and copper clad ground rod [(16 mm dia. x 2.4 m (L)], as shown in the plan sheet 13C.

8. Specifications

- 1) Generator Set no. 1 for Building Emergency Loads
 - Standby-Rating 100 kW / 125 kVA; 60 Hz; 230 Volts; 30; 314 Amps
 - Prime Rating 91 kW / 114 kVA; 60 Hz; 230 Volts; 36, 514 rumps
- 2) Generator Set no. 2 for 50 horsepower Fire Pump and other emergency toads
 - # 35-36-00 VOLUME DOLLAW / 125 KVA; 60 Hz; 230 VORS; 30
 - Prime Rating 91 kW / 114 kVA; 60 Hz; 230 Volts; 30

C. Features

Diesel engine shall be equipped with:

- **अ. विभावत-अर्थाराट्यांस्ट व्हान्यांस्ट अर्था**
- AS liters or less per hour fuel consumption at 100% load
- c. Sterrings
- Medium-duty engine Rugged 4-cycle industrial diesel delivers reliable power, ***
 emissions and fast response to load changes.

PAGE 1 OF 3 GENERATOR SPECIFICATION PREPARED BY : ENGR CLEMENTE G. PANGILINAN

PIME PRO NO. 25522

9

Annex A (Revised)

- e. Cooling system Standard integral set mounted radiator system, designed and tested for rated ambient temp., simplifies facility design requirements for rejected form.
- Permanent Magnet Generator (PMG) -: Offers enhanced motor starting and fault clearing short circuit capability or equivalent.
- g. Alternator Low reactance 2/3 pitch windings; low waveform distortion with non-linear loads, Yault clearing short-circuits capability, and Class Trinsdamon.
- ii. Control system Electronic control system is standard equipment and provides total genset system integration, including auto remote start/stop, precise frequency and voltage regulation, alarm and status message display, generator protection and output metering or equivalent.

D. Control System Major Features

- a. integral generator protection which provides a full range of alternator protection functions that are matched to the alternator provided, or approved equal.
- b. Power management Control function provides battery monitoring and testing features and smart starting control system.
- c. Advanced control methodology Three phase sensing, full wave rectified voltage regulation, with a PWM-output for stable operation with all load types
- 4. Generator exerciser
- Communications interface Control comes standard with PCCNet and Modbus interface.
- f. Regulation compliant -- Prototype tested: CE, UL and/or CSA compliant

E. Operator panel features

- Æ Operator panel features The operator panel, in addition to the alternator, displays the Willity/AC Bus data.
- Operator/display functions
 - 320 x 240 pixels graphic LEO backlight LED
 - Auto, manual, start, stop, fault reset and lamp test/panel lamp switches
 - Alizha-numeric čispřay with pushbuttons
 - LEO lamps indicating genset running, remote start, not in auto, common

c. Engine protection

- Battery voltage monitoring, protection and testing.
- Overspeed shutdown and Low oil pressure warning and shutdown.
- Bigh/low coolant temperature warning or shutdown.
- Low coolant level warning or shutdown.
- Fail to start (over crank) shirtdown and Fail to crank shutdown.
- Cranking lockout and Sensor failure hydication.
- Low fuel leve) warning or shutdown (optional).
- Euci-in-rupture-basin warning or shutdown (optional).
- Full authority electronic engine protection

PAGE 2 OF 3
GENERATOR SPECIFICATION

PREPARED BY: ENGRICLEMENTE G. PANGIUNAN

PME PRC No. 2591

Annex A (Revised)

- d. Control functions
 - Time delay start and cool down.
 - Real time clock for fault and event time stamping.
 - Exerciser clock and time of day start/stop.
 - Data logging and Cycle cranking.
 - Load shed and Configurable inputs and outputs (4).
 - Remote emergency stops
- F. Generator rating
 - a. Emergency Standby Power (ESP) Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) must be in accordance with ISO 8528. Fuel Stop power in accordance with either ISO 3046 / AS 2789 / DIN 6271 / BS 5514.

PAGE 3 OF 3 **GENERATOR SPECIFICATION** PREPARED BY ; ENGR CLEMENTE G. PANGILINAN

PME PRC No. 2591

SC125GFS3

125KVA Diesel Generator Set

ENGINE DATA

Manufacturer /Model: Cummins / 6BT5.9-G2

Air intake System: Turbocharged

Fuel System : BYC A/Electronic Governor

Cylinder Arrangement: 6 in LINE Displacement: 5.88L

Bore and Stroke: 102*120 (MM)

Compression Ratio: 16.8:1
Rated RPM: 1800rpm
Prime power at rated RPM: 100KW
Max standby Power at Rated RPM: 110KW
Governor Type: Electric

Frequency Regulation ,Steady State : <±0.5%

Oil capacity: 16.4L Fuel consumption @ 100% load: 23.1Uhr

ALTERNATOR SPECIFICATION

General data

Compliance with GB755, BS5000, VDE0530, NEMAMG1-22, IED34-1, CSA22,2 and AS1359 standards, ISQ3046, AS2789, DIN6271, BS5514.

Alternator Data

Manufacture /Type: Stamford—PMG/274C

Number of Phase: thre

Connecting Type: 3 Phase and 4 wire Rotating Field

Number of Bearing: one
Power Factor: 0.8
Protection Grade: IP23
Altitude: ≤1000m

Exciter Type: Brush less, self-exciting

Insulation Class, Temperature Rise: H/H
THF: <2%

Voltage Regulation, Steady State: ≤1%
Alternator Capacity: 125KVA

GENERATING SET DATA

 Voltage Régulation:
 ≥±5%.

 Voltage Regulation, Stead State:
 ≤±1%.

 Sudden Voltage Warp (100% Sudden Reduce):
 ≤+25%.

 Sudden Voltage Warp (sudden Increase):
 ≤-20%.

 Voltage Stable Time (100% sudden Reduce):
 ≤6s

 Voltage Stable Time (Sudden Increase):
 ≤6s

Frequency Reduce: <5% adjustable

Frequency Regulation, Stead State: ≤1.5%

Frequency waving: ≤0.8 %

Sudden Frequency Warp (100% Sudden Reduce): ≤+12%

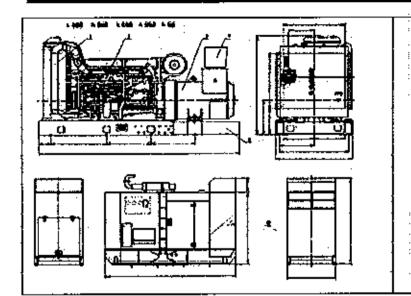
Sudden Frequency Warp (Sudden increase): ≤-10%

Frequency Recovery Time (100% sudden Reduce): ≤5s

Frequency Recovery Time (Sudden Increase): ≤5s



Dimension & Weight

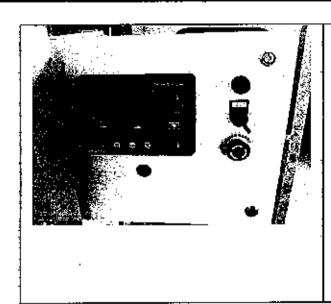


Silent type:

Overall Size: 2930×1050×1900mm

Weight:1650 kgs

Auto Module Control Panel



Automatic Control Panel is the basic configuration for nobody on duty controlling generator. This kind of panel can accept the remote Start/Stop signals.

Features: adopted Chinese producing, Auto control system, with large LCD, Display in English to show the menu. With Auto Control Panel generator are of various functions such as auto/manual stop (Emergency Stop), programmable plugs for input and output detected data, symbols diagram will show in the LCD, etc.





SHANDONG SUPERMALY GENERATING EQUIPMENT CO., LTD

ADD: NO.5153 YINGQIAN STREET, HI-TECH LIEVELOPMENT ZONE, WEIFANG, SHANDONG, CHINA TEL: 0086-536-2118171; FAX: 0086-536-2118175; HTTP://www.supermaly.com EMAIL: mizhaelian@supermaly.com;

Manufacturer's Authorization Certification

Distributor Name	Date: Jan 1 st , 2019 and Jan 1 st , 2020
Name:	
TRADE VENTURE INTERNATIONAL CORPORATION	

WHEREAS.

We, Shandong Supermaly Generating Equipment Co., Ltd.

Who are official manufacturers of Diesel Generator manufacturer, having factory and office at No. 5153 Yingqian Street, Hi-Tech Development Zone, Weifang city, Shandong, China; www.supermaty.com; Tel: +86-536-2118171; Fax: +86-536-2118175

Do hereby

We authorize TRADE VENTURE INTERNATIONAL CÖRPÖRATION as the LOCAL AUTHORIZED DEALER & SERVICE PROVIDER OF SUPERMALY GENERATORS IN PHILIPPINES.

Sincerely, Shandong Supermaly Generating Equipment Co., LTD

山东麥马力发电设备有限公司 SHANDONG SUPERMALY GENERATING SOUIPMENT CO., LTD





CERTIFICATE

OF AUTHORIZATION

This is to certify that

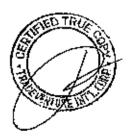
TRADÉ VENTURE INTERNATIONAL CORPORATION

(ADD: V103 ALICIA BLDG, 4466 CORNER BAUTISTA &CALATAGAN STS, PALANAN, MAKATI CITY)
IS THE SOIE DISTRIBUTOR OF SHANDONG SUPERMALY GENERATING EQUIPMENT

CO., LTD in 2017. The validity of the authorization is from Jan 1st, 2019 to

Dec 31th, 2019

This license is only for the overseas markets





QUALITY MANAGEMENT SYSTEM **CERTIFICATE**

Certificate No.: 00115Q29872R3M/3700

We hereby certify that:

Shandong Supermaly Generating Equipment Co., Ltd.

United Social Credit Code/ Organization Code cardificate, 913707006535475926

No.5153, Yingqian Street, Hi-technology Development Zone, Weifang City, Shandong Province P.R.China

by reason of its

Quality Management System

has been awarded this certificate for compliance with the standard ISO9001: 2008 GB/T 19001-2008

The Quality Management System Applies in the following area:

Design Production of Diesel Generator, Gas Generator

Certified since: February 18, 2008 Valid from: October 24, 2016 Valid until: October 24, 2019

After a surveixance cycle, the certificate is valid only when used together with an Acceptance Notice of Surveitionce Audit issued by CQC Prease access www.coc.com.cn for checking validity of the certificate.

This certificate and its relevant information can query in the website of Certification and Accreditation Administration of the People's Republic of China (wyw data govice).

(The validity of the ISO3001 2008 certificates expires on 15/09/2018, Please transfer to new edition conflict less below that time)





CNAS CD01-M





CHINA QUALITY CERTIFICATION CENTRE

No 188, Nanodaranethe South Fourth Ring Roods Niha West Roods, Beijing 100070, China



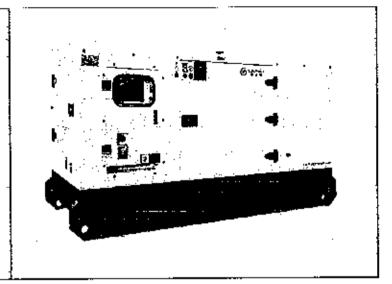
125KVA Diesel Generator Set

MODEL	SC125GFS3
Standby Power(80HZ)	100KW/125KVA
Prime Power(60HZ)	90KW/114KVA

Standard Features

General Features

- Engine(Cummins 6BT5.9-G2)
- Radiator 50°C max, fans are driven by belt ,with safety guard
- 24V charge alternator and starter
- Alternator (XN274CS), single bearing atternator IP23, insulation class H/H
- Base frame with 8hrs base fuel tank
- Absorbers installed
- Circuit breaker
- Standard control panel with HGM6120 controller
- Silent canopy
- 2pcs batteries,rack and cable
- Ripple flex exhaust pipe, bellows, flange, muffler.
- User manual, Test report, etc.



Generator Ratings

voltage	HZ	phase	P,F	Standby/Prime Amps	Stand by Rating (KVA)	Prime Ratings (KVA)
230V	60	3	0.8	328/298	125	114

Prime power (PRP): Prime power is available for an unlimited number of annual hours in available load application, in according with GB/T2820-97(EQVLso8528); A 10% overload capability is available for a period of 1 hour within a 12-hour period of operation.

Standby power Rating (ESP); The standby power rating is application for supplying emergency power for the duration of a utility power interruption. No overload, utility parallel or negotiated outage operation capability is available at this rating.

지하는 하지 않아졌다. 그 등 학교 학교 그 가지 않는 지수 그 것

Sales Promises

Supermaly provides a full line of brand new and high quality products. Each and every unit is strictly factory tested. Warranty is according to our standard conditions: 12 months or 1500 running hour's, subject to the earlier one. Service and parts are available from our factory or distribution in your location.

DEPARTMENT OF BUDGET AND MANAGEMENT

NAME OF PROJECT: Supply, Delivery and Installation of Two (2) Diesel Generator Set For the DBM ARCACHE Building

ISCATION OF PROJECT: ARCACHE Building, General Sulution St., San Mayord, Marika

September 24, 2019

DEPARTMENT OF BUDGET AND MANAGEMENT BIDS AND AWARDS COMMITTEE GENERAL SOLANO ST. SAN MIGUEL, MANILA

ATTENTION

MS. ANDREA CELENE M. MAGTALAS

VICE CHAIRPERSON, DBM-BAC

Dear Sir:

CERTIFICATION ON FREE AFTER SALES SERVICES, AVAILABILITY OF SPARE PARTS, END USERS' TRAINING and WARRANTY

- Guaranteed availability of after-sales service, spare parts and other accessories for the equipment to be supplied within a minimum period of 10 years from the date of your final acceptance of the generating sets
- Complete inventory of consumable/fast moving spare parts
- Emergency spare parts can be ordered from our principal within 5 to 10 days to FOB Manila from our receipt of your Purchase Order
- Special tools and equipment readily available at our Service Shop
- During the Warranty Period, the following free after sales services shall be provided:
 - 1. Free Service on-call and Technical assistance available 24/7 (includes Saturdays, Sundays and Holidays)
 - Frouble f emergency repair will be attended within 48 hours from the time the request for service is received. Free labor but defective parts shall be billed if due to operator's fault and negligence.
 - 3. Training and Technical assistance on the proper operation, preventive maintenance, and correct installation of the generator sets.
 - 4. Training for end user operators.
- Warranty Period: One (1) year or 1000 running hours whichever comes first on mechanical and electrical parts
 against factory defects and faulty workmanship from the date of commissioning or final acceptance.

Certified by:

Trade Vanture international Corporation

PAOLO ANTONIO C. VILLANUEVA

Authorized Signatory

Technical Sales Representative

Designation

9

Section IV. General Conditions of Contract

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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, contraissioning, 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 <u>SCC</u>.
 - (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.
 - The "Funding Source" means the organization named in the <u>SCC</u>.
 - (k) "The Project Site," where applicable, means the place or places named in the SCC.
 - "Day" means calendar day.
 - (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

(n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE 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.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1. Unless otherwise provided in the <u>SCC</u>, 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 officing, 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 conceating 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 linancing 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 Entity or any foreign government/foreign or international linancing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

5. Notices

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

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the <u>SCC</u> 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 <u>SCC</u>.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the <u>BDS</u>, in the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

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 HoPE 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. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the <u>SCC</u>, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the <u>SCC</u>, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the <u>SCC</u>. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

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. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the <u>SCC</u>, the terms of payment shall be as follows:
 - (a) On Contract Signature: Fifteen Percent (15%) 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: Sixty-five percent (65%) 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 <u>SCC</u> 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.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary laxes, 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 CB 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 custract.
- 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:
 - (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 <u>SCC</u>.

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 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 <u>SCC</u> 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.

- 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 one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total 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 <u>SCC</u> 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 projudice 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 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 may rescand or terminate 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 motival 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 orbitration 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.
- 21.2. Except in eases 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 Supplier 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 Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, lires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the 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.
- 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 tenninated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration lequivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has account or will account 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 HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
 - (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a quantum mernit 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;
 - (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 HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - that this Contract is being terminated for any of the ground(s)
 afore-mentioned, and a statement of the acts that constitute the
 ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE 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 HoPE 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;
- of the verified position paper, the HoPE 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 decimed 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 HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; 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 faws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

39. Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause				
1,1(g)	The Procuring Entity is the Department of Budget and Management (DBM).			
1.1(6)	The Supplier is			
1.1(j)	The Funding Source is:			
	The Government of the Philippines (GOP) through the authorized appropriations under the FY 2019 General Appropriations Act in the amount of Two Million Two Hundred Thousand Pesos (P2,200,000.00).			
1.1(k)	The Project Site is:			
2,1	Department of Budget and Management General Solano St. San Miguel, Manila. No further instructions.			
5,1	The Procuring Entity's address for Notices is:			
	Department of Budget and Management Ground Floor, DBM Building III, General Solano St. San Miguel, Manifa Tel No. (02)657-3300 loc. 3117 Contact Person: Engr. Argee M. Sta. Barbara OIC-Chief Administrative Service-General Services Division (AS-GSD)			
6.2	The Supplier's address for Notices is: The delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.			
10.4	Not applicable.			
10.5	Payment using LC is not allowed.			
11.3	Maintain the GCC Clause.			
13.4(c)	No further instructions.			
15	No further instructions.			
16.1	The quantity of the Goods delivered to DBM shall be inspected by the AS-GSD. However, inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications and its order and condition, will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection			

	will push through as scheduled oven in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result
	of the inspection conducted by the Procuring Entity shall be final and
	binding upon the Supplier.
17.3	In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract
	awarded for a minimum period of one (1) year from the date of acceptance of work by the AS-GSD.
17,4	The period of correction of defects shall be made within seven (7) calendar days from either verbal or written notification.
21.1	No additional provision.



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

00 1 5 2019

MR. PAOLO ANTONIO C. VILLANUEVA

Trade Venture International Corporation Unit 103 Alicia Bidg. 4466 Calatagan cor. Bautista Sts. Palanan, Makati City

Dear Mr. Villanueva:

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Diesel Generator Sets for the DBM Arcache Building," is hereby awarded to Trade Venture International Corporation in the amount of P1,785,000.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Thank you and God Bless.

Very truly yours,

WENDELE. AVISADO

Acting Secretary

proro

- 10/21/, YKUNKE



Unit 642 City and Land Kega Plaza Building, ADB Avenue, cox. Garnel Ross.
Orligas Center, San Antonio, City of Postg. NCR, 2nd Diatrict, Philippines 1600
VAT Reg. TIN: 000-433-024-025

OFFICIAL RECEIPT

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	OCTOBER	<u> 21, . , 2</u> 6	J19
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1. PREMIUMS::	1	~ ' -	
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Marine Policy No			
Motor Car Policy No.	:		
Accident Policy No.		-	
Bond Policy No. G(13)47380/11	9843	2,945	.25
2. Documentary Stemps	·	368	.50
3. Premium Tax	! .	353	.43
4. Fire Service Tax	<u> </u>		
5, Local Govt Tax	<u> </u>	· · · · · · · · · · · · · · · · · · ·	24
3. Notarial Fee	<u>: </u>		
7. Others			.061
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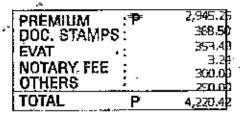
The payment(s) represented by this receipt are received subject to the following:

CONDITIONS

- This receipt shall not be binding upon the company for any part of said payment(s) covered by a check, bill of exchange or other mercantile document other than each unless such remittance is promptly honored on presentation for payment and not upilly beached.
- 2. If payment is not acceptable for the purpose offered, it will be returned in the normal course of business without interest.
- .3. Acceptance of payment shall not make after or discharge contracts, prejudice any of the company's rights remedies or pending legal notions, or waive forteitures of remedies sliputated in covered contract(s) due to customer's default.

This Official Receipt is being issued on the assumption that there is an aknown to sallosses affecting the policy for which this payment is being applied, otherwise this Official Receipt is automatically considered null and void.

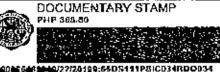
8-119843





ALPHA INSURANCE CENTRE

1025 San Marcelino St., Ermita, Manila Trunkline 525-1301 / Fax No. 522-6131



PERFORMANCE

KNOW	ALL MEN	BYTHESE	PRESENTS:
IONOTY.	лэвы изыму	D I T I I I I I I I I I I I I I I I I I	1 14 1 2 2 2 2 2 2 2 2 2 2

That we, TRADE VENTURE INTERNATIONAL CORP.
on the Zist day of, OCTOBER 20 2019: dinit 103. Alicia Bidg. 4456 Calatuann St.
organized and existing under and by virtue of the Republic of the Philippines with principal office at Manila, as surely are held
& firmly bound unto
ofin the sum of
Philippine Currency, for the payment of which sum, well and truly to be made, we bind cursenes our heirs, executors administrators, successor, and assigns jointly and severally, firmly by these presents. THE CONDITIONS OF THIS OBLIGATIONS ARE ASFOLLOWS:

WHEREAS, the above-hounden Principal has been equived by the abligue to post this Performance. Bond to fully & faithfully guarantee the SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF TWO (2) DIESEL GENERATOR SETS FOR THE DBM ARCACHE BUILDING as per Notice of Award dated October 15, 2019,

copy of which is hereto attached as Annex A' and made on integral part of this bond.

WHEREAS, this bond does not quarantee the regardness of the downpayment or any monetary advances made by the Obligee, any valid claim under this Bond mail be settled proportionately to the accomplishment/ delivery mode by the Principal regarding the above-mentioned project

PROVIDED, however, that the linkility of the Surety Company under this band shall in no case exceed the sum of PESOS; Ree Hundred Thirty Five Thousand Five Hundred Pesos & Zero Centovos (Php.535,500.00) only, Philippine Currency.

BIS BOND SHALL BE CALLABLE ON DEMAND

WHEREAS, said Contract requires said principal to give a good and sufficient bend in the above stated sum to accure the full and faithful performance on his part of said contract.

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements stipulated in said Contract then, this obligation shall be null and void, otherwise, it shall remain in full force and effect.

The liability of ALPHA INSURANCE AND SURETY COMPANY, INC. under this bond will expire on or created after said date, notice of claims against the SURETY must be given to the bonding company not later than (10) ten days from said expiration date, and failure to do so shall release the SURETY from all liabilities under this bond and shall be a bar to any action against it.

at Manila, Philippines. ALPHA INSURANCE AND SURETY COMPANY, INC. TRADE VENTURE INTERNATIONAL CORP.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) IN THE CITY of MANILA)5.5	5.		
In Manila, Philippines21 st before me.	day of	O CONDEER .	2019D., personally appeared
NAME	Res. Cert. No.		ISSUED
		At	On
MrREYNA(DO BALSICAS	DRIVERS LICENSI N15-84029 5 24	LTO - MAKATI	SEPTEMBER 17,2019
Мт			
and Mr. PASCUAL C. CAREERO	witl	Res, Cert. No and in behalf of AL	Issued at
COMPANY, INC. with Res. Cert. No. Marila, on	C to me knn999	Hose the same per	issued at rsons who signed and executed the
In <i>Witness Whereof</i> , I have hereur above written.	ito set my hand an	d affixed my notar	is score at the place and date first
Doc. No		Notes U	PN AVEXIS V. REMO ry Public - City of Manila lai Commission # 2018-122
REPUBLIC OF THE PHILIPPINES) IN THE CITY of MANILA) S.S.		(8P 1,ife	Roll of Atto & 15393 31, 20 # MLA 8059760901-11-19 time No. 016238/Guezon City pl. VI - 0015369 (mill 04-14-2022
AND SURETY COMPANY, INC. have ANCE AND SURETY COMPANY, IN the laws of the Philippines, with its pariety bonds for all purposes within the formalism and attached to with	ing been duly swot IC. is a corporation principal office at M he said Philippines, Hugdred Thirty-Five	nt states and dependently organized and lamila and is duly and that it is actually	d existing under and by vistue of authorized to execute and formish
	ALPHA II	NSURANCE AND TIN 000-433-0	SURETY COMPANY, INC. 24-000-VAT
	Ву		AL C. CARBERO
Subscribed and swom to before me atPh corporations as above an entitle that.	e this_ ilippines. Alliant ex	VONN AL	CIS V. REMO
Page No		Notarial Comm Until Dece	cl. City of Mentis nission # 2018-122 ember 34, 2019 Atty # 68393



8-119843

ALPHA INSUŔANCE CENTRE

1025 San Marcelian St., Ermita, Manila Trunkline 525-1301 / Fax No. 522-6131

PERFORMANCE BOND

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	ade by the Ob	this bond does no Lights, any walid th	alm underthis	Rend mas	be settled pro	payment in an partionately (o the accompan	unent/
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		aid Contract requi formance on his p			good and suf	ffeignt bond in	the above state	d cum la secure
3	NOW THÊRE	FORE, if the prin	gipal shall we.	ll and truly	perform and	fulfill all the o	indertakings, co	venauts, terms,
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or cheated	d after said da	ite, notice of claiπ	ns against the !	SURETY m	ust be given æ	s the bunding o	company not lat	er than (10) ten
dam (van	w ealit eveniral	on date and faile	me to do so sha	all release th	e SURERY fro	an all liabilities	s under this boo	d and shall be a

TRADE VENTURE INTERNATIONAL CORP.

WITNESS OUR HANDS, AND SPACTHS ...

bar to any action against it.

at Manila, Philippines.

ALPHA INSURANCE AND SURETY COMPANY, INC.

ACKNOWLEDGEMENT

IN THE CITY of MANILA)S	i,S.		
In Manila, Philippines 21 s before me.	day of	OCTOBERZON	personally appeared
NAME	Res. Cert. No.	ISSI	JED
	<u> </u>	At	On
Ar		his substitution	
REYNALDO BALSICAS	PRIVERS LICENS M15~84029524	LTC - MAKATI	SEPTEMBER 17, 2019
Ar		•	
nd Mr. PASCUAL C. CARRERY	with	n Res,. Cert. No.	Issued at
CIMPANY, INC. with Res. Cert. No.	.C.	·	issued at
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	PO - VA Bonds & Rei		of ALPHA INSURANCE
ND SURETY COMPANY, INC. ha	iying been duly swo	rn states and deposes that	the said ALPHA INSUR-
NICE AND SURETY COMPANY, I	NC, is a corporation	i duly organized and existi	ig under and by virtue of
he large of the Philippines, with its	principal office at N	Aanila and is duly authoriz	ed to execute and furnish
urely bonds for all purposes within	the said Philippines,	, and that it is acheally wor	th the amount specified in
he foregoing undertaking to wit			_
THY.	Hundred Thirty-five		rfency; bye Hid above all
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			A CONTRACTOR AND THE
	ALI'HA I	NSURANCE AND SURET TIN 060-433-024-000-1	
		1114 080-433-024-000-	
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		VP-Bonds & Rein	WINNE .
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Subscribed and sworn to before a	ne this	day of	
at1	Philippines. Affiant e	xinibited to me his Residen	co Condition and that the
corporations as above in the different corporations as above in the different corporations are also as a corporation of the cor			
Doc. No	-	VONN AUEKIS V. R	EMO
age No		Notary Public - City of M	
Book No		Notarial Commission #20	
/AA 1#U y			•



Republika ng Pilipinas Republic of the Philippines Kagawaran ng Pananalapi Department of Finance INSURANCE COMMISSION

ITO AY PATUNAY na ang ALPHA INSURANCE & SURETY COMPANY, INC.

NG LUNGSOD NG MAYNILA, PILIPINAS

na isang

pang **DI-BUHAY** NON-LIFE (FIRE, MARINE, CASUALTY & SURETY*)

na kompanya ng seguro sy nakatugon sa lahat ng mga kailangang itipakda ng batas msmance company, has comptant with all requirements of law

ng Pilipinas kaugnay sa gayong mga kompunya ng seguro, kung kaya pinagkakatooban of the Philippines relative to such insurmer companies, and it is hereby granted

niting KATIBAYAN NG PAGKAMAYKAPANGYARIHAN upang makipagnegosyo ng

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatlumpu't isang tia risesa of msurence business almoe art firth tentil twelve a'clack midnight, on the thirty-first

araw ng Disyembre, taong dalawang libo't dalwamputika ing a Dirember 2023

mallban kung agad na bawiin o pigiko ng may makatuwirong dahilan. nukesa samer reroked m suspended for cause.)

Bilang KATUNAYAN NITO, inilagda ko ang aking pangalan (in WINESS WHEREOF, I have bereinto subscribed my name-

at ikinintal ang Opisyal na Tatak ng aking Tanggapan and coused my Official Seal to be offixed,

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa at the City of Mamba, Philippines. This becomes

simula ika-isa ng Enero 2019. effective on 1 January 2019.

CERTIFIED TRUE COPY

Atty. Vona Alexis V. Remo

กหลุ่มรี ษ. FUNA Insuranda Commissioner

*AC) No. 244 issued on May 31, 1957

Core feeded



Republic of the Philippines Department of Finance INSURANCE COMMISSION 1071 United Nations Avenue Manila



CERTIFICATION

This is to certify that ALPHA INSURANCE & SURETY COMPANY, INC. is licensed to transact non-life insurance business in the Philippines for FIRE, MARINE, CASUALTY and SURETY lines under Certificate of Authority Number 2019/26-R effective 1 January 2019 until 31 December 2021, unless sooner revoked or suspended for cause.

It is certified, moreover, that Alpha Insurance & Surety Company, Inc. is authorized under its license to issue surety bonds required by the implementing Rules and Regulations of R.A. No. 9184, and that the insurance company had issued PERFORMANCE BOND with BOND No. G(13) No. 47380 which is callable upon demand together with the principal TRADE VENTURE INTERNATIONAL CORP. In favor of the obligee DEPARTMENT OF BUDGET AND MANAGEMENT in the amount of FIVE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED PESOS ONLY (P 535,500.00) for the project: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF TWO (2) DIESEL GENERATOR SETS FOR THE DBM ARCACHE BUILDING. Certified photocopy (or duplicate copy) of said bond has been submitted by the company to the Insurance Commission.

This Certification is issued upon the request of Mr. Macario P. Corpuz, Vice-President Underwriting of Alpha Insurance and Surety Company, Inc., pursuant to the Revised Implementing Rules and Regulations of R.A. No. 9184.

Issued this 24TH day of October, 2019.

City of Manila, Philippines.

For the Insurance Commissioner:

SATUDO ANTUNOL

, IC Insurance Specialist II in-Charge of Office of Suretyship Unit Office of the Insurance Commissioner Paid under O.R. No. 0229544 A

---- JC-LRE-DP-001-F-15 Rev. 1