



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

**BIDS AND AWARDS COMMITTEE
RESOLUTION NO. 2017-06**

**SUPPLY AND INSTALLATION OF ONE (1) UNIT STANDBY BACK-UP GENERATOR
SET FOR THE CCP MAIN BUILDING**

The Cultural Center of the Philippines Bids and Awards Committee (CCPBAC) published on November 3, 2016 in the Government Electronic Procurement System (PhilGEPS) as mandated by Executive Order No. 40 and R.A. 9184, and in the CCP Website, the Invitation to Bid for the project "Supply and Installation of One (1) 2MVA Standby Generator Set for the CCP Main Theater Building" with an ABC of *Twenty Nine Million Five Hundred Sixty Eight Pesos (Php 29,568,000.00)*

WHEREAS, on November 10, 2016, the CCPBAC and the Technical Working Group (TWG) members conducted a Pre-Bid Conference with four (4) bidders in attendance;

WHEREAS, on December 1, 2016 the CCPBAC and the TWG members scheduled the Bid Opening with three (3) participating bidders in attendance. The sealed envelopes were opened based on the procedures prescribed in the ITB;

WHEREAS, below are the details of the bid submitted by the bidder;

Name of Bidder/s	Amount of Bid	Amount of Bid Security/Form
Indentrade Systems	Php 24,800,00.00	Bid Securing Declaration
Gendiesel Philippines Inc.	PHP 27,938,126.20	Irrevocable Letter of Credit
Syndtite Construction Corp.	Disqualified due to the lack of certificate of site inspection	

WHEREAS, during the post evaluation of the bid documents by the TWG and CCP BAC, Indentrade Systems was declared a disqualified bidder on the grounds that its technical documents does not conform to the end user's requirements

WHEREAS, on December 22, 2016, the CCP BAC sent notice of disqualification to Indentrade System and proceeded to post evaluate/qualify Gendiesel Philippines Inc., the second lowest bidder. Gendiesel Philippines Inc., was found to be a responsive bidder.

WHEREFORE, considering the proposal of **Gendiesel Philippines Inc.**, is deemed acceptable and advantageous to the CCP, it is THEREFORE, resolved by the CCPBAC to recommend the award of the project "SUPPLY AND INSTALLATION OF ONE (1) UNIT STANDBY BACK-UP GENERATOR SET FOR THE CCP MAIN BUILDING" with a contract price of *Twenty Seven Million Nine Hundred Thirty Eight Thousand One Hundred Twenty Six Pesos and 20/100 (Php 27,938,126.20)* to the said proponent.

Approved and signed this 31st day of January 2017.


LILIA C. JANUARE
Member


NORBERTO SOBERANO
Member


MARK JONES MEDINA
Member



LUTHER TERNAL
Member


MA. JASMIN TRESVALLES
Member


CARMENCITA J. BERNARDO
Co-Chairperson


EVA MARI DG. SALVADOR
Chairperson

Approved by:


RAUL M. SUNICO, Ph.D.
President

C1-JAN-2004 08:46 FROM CCP

TO 2387601

P.01



Cultural Center of the Philippines
SENTRONG PANGKULTURANG PILIPINAS

NOTICE OF AWARD

3 February 2017

DOMINADOR F. MACAS
CFO/Manager
GENDIESEL PHILIPPINES, INC.
103 Commerce Road Phase 2
Laguna Technopark, Biñan, Laguna
Tel No. (02) 238 7600

Dear Mr. Macas

The Bids and Awards Committee hereby awards in your favor the contract for the project "Supply and Installation of One (1) 2MVA Standby Generator Set for the CCP Main Theater Building" in the amount of **Twenty Seven Million Nine Hundred Thirty, Eight Thousand One Hundred Twenty Six Pesos and 20/100 (Php 27,938,126.20), inclusive of VAT.**


Please be informed that within ten (10) calendar days after your receipt of Notice of Award, you are hereby required to submit the Performance security in the form and amount stipulated in the Instruction to Bidders

Failure to provide performance security shall constitute sufficient ground for the cancellation of the award and forfeiture of the bid security.


Please be guided accordingly

Thank you.

Very truly yours,


RAUL M. SUNICO, Ph. D
President ✓

Conforme.

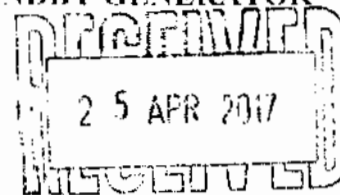

Name of Bidder: D.F. MACAS
Date 14 FEBRUARY 2016
3:30 PM



Cultural Center of the Philippines

CONTRACT

FOR THE
SUPPLY AND INSTALLATION OF ONE (1) UNIT 2MVA STANDBY GENERATOR
SET FOR CCP MAIN BUILDING



THE PUBLIC IS INFORMED:

This CONTRACT is executed on April 21, 2017, between:

The **CULTURAL CENTER OF THE PHILIPPINES (CCP)**, a government owned and controlled corporation, existing by virtue of Presidential Decree No. 15, as amended, with principal office address at CCP Complex, Roxas Boulevard, Pasay City, represented by its President, **RAUL M. SUNICO, Ph.D.**, duly authorized for this purpose under Board Resolution No. L-014, Series of 2010 (marked Annex "A"), hereinafter referred to as "CCP";

and

GENDIESEL PHILIPPINES, INC., a private corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 103 Commerce Road, Phase 2, Laguna Technopark, Biñan, Laguna 4024, represented by its Vice-President for Sale, **DOMINADOR R. MACAS**, duly authorized for this purpose through a Board Resolution contained in the attached Secretary's Certificate marked as Annex "B", hereinafter referred to as the "CONTRACTOR".

Each referred to as "PARTY" and collectively as "PARTIES".

ANTECEDENTS

CCP's Bids and Award Committee (BAC) invited Bids and after the bidding process was completed, CCP awarded to the CONTRACTOR the prosecution and completion of the "Supply And Installation Of One (1) Unit 2MVA Standby Generator Set for CCP Main Building" (The Project). The CONTRACTOR submitted the responsive and complying bid and was awarded The Project through BAC Resolution No. 2017-06 dated January 31, 2017.

ACCORDINGLY, the parties agree as follows:

mt

ARTICLE I
THE ENTIRE CONTRACT

1.1 In this CONTRACT words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract.

to

1.2 The following documents shall be deemed to form, be read and construed as part of this CONTRACT, viz:

- A. Terms of Reference;
- B. Drawings/Plans/Specifications;
- C. Copy of Advertisement of Invitation to Apply for eligibility and to Bid;
- D. Results of Eligibility Check/screening ;
- E. Bidding Documents (Instruction to Bidders, Bid Data Sheet, Checklist Form, Bid Form, Contract Agreement Form, General and Special Conditions of the Contract);
- F. Minutes of Pre-Procurement Conference Meeting;
- G. Minutes of Pre-Bid Conference Meeting;
- H. Supplemental Bulletins (Bid Supplement), if any
- I. Postings of Invitation (Newspaper, PhilGeps, Website, and other Conspicuous Places)
- J. Bidder's Eligibility and Technical Documents including the following annexes:
 - a. Registration Certificate from SEC or DTI
 - b. Valid Mayor's Permit/ Business Permit
 - c. Contractor's PCAB License, if any
 - d. Statement of On-going and Completed Government and Private Project
 - e. Audited Financial Statement
 - f. Net Financial Contracting Capacity (NFCC)
 - g. Bid Security
 - h. Conformity with the Technical Specification
 - i. Omnibus Sworn Statement (Affidavit)
 - j. Secretary Certificate
 - k. Organizational Chart, if any
 - l. Tax Clearance
 - m. Credit line/Cash Deposit Certificate, if any
 - n. Contractor's All Risk Insurance, if any
 - o. Equipment and Manpower Utilization Schedule, if any
 - p. Project Certificates (As per TOR)
- K. Abstract of Bid (Evaluation of Bid);
- L. Bidder's Financial Proposal (Bid Form);
- M. Post-Qualification Report of the Technical Working Group;
- N. Notice of Post Evaluation/Qualification;
- O. BAC Resolution Declaring the Winner;
- P. Post Qualification Documents;
 - a. Latest Income Tax Return
 - b. Certificate of PhilGEPS Registration
- Q. Notice of Award;
- R. Performance Security;
- S. Program of Work and Detailed Estimate;
- T. Notice to Proceed;
- U. Detailed Breakdown of the Approved Budget for the Contract (ABC);
- V. Detailed Breakdown of the Contract Cost / Bill of Quantities;
- W. Evidence of Invitation of Three (3) Observers.

mm

[Handwritten Signature]

[Handwritten Signature]

**ARTICLE II
SCOPE OF THE PROJECT**

- 2.1 The Scope of the Project will be the supply of equipment, labor, technical expertise, tools, and materials necessary for the installation of one (1) unit 2MVA standby generator set located at the new Power House of the CCP Main Building, including the delivery of equipment to the project site, testing and commissioning, and the provision of technical supervision necessary to complete the project.

**ARTICLE III
DURATION OF THE PROJECT**

- 3.1 Duration of the Project shall be **One Hundred Twenty (120) calendar days** to be reckoned on the actual day of commencement of the Project. It is understood that the actual work shall commence within ten (10)-day period from receipt by the CONTRACTOR of the Notice to Proceed.

The CONTRACTOR shall submit a Gantt Chart or Program of Work, a List of Tools and Equipment to be used, and a List of all Personnel who will work on the Project before the actual commencement of work.

- 3.2 The One Hundred Twenty (120) calendar days exclude regular holidays or unworkable days due to force majeure, disasters, severe weather conditions, theater unavailability and/or other similar circumstances.

In case of unworkable days due to theater unavailability, the CCP shall inform the CONTRACTOR in writing of the dates when the happening of such event takes place.

- 3.3 In the event the CONTRACTOR is unable to complete the Project for justifiable reasons, it may be allowed an extension of another fifteen (15) days without penalty, provided it secures the prior written approval from CCP before the expiration of the 120-day period of the Project.

The CCP shall not unreasonably withhold its consent and shall act on the CONTRACTOR's request within three (3) working days from receipt thereof.

**ARTICLE IV
CONTRACT PRICE**

- 4.1 For and in consideration of the faithful and satisfactory performance of the accomplishment of the Project, the CCP agrees to pay the CONTRACTOR the total amount of **TWENTY SEVEN MILLION NINE HUNDRED THIRTY EIGHT THOUSAND ONE HUNDRED TWENTY SIX PESOS AND 20/100 only (PhP 27,938,126.20)**, inclusive of Value Added Tax (VAT).

my

[Handwritten signature]

[Handwritten signature]

ARTICLE V
TERMS OF PAYMENT

- 5.1 Payments shall be made only upon a Certification by the CCP President to the effect that the Project have been rendered or delivered in accordance with the terms of this CONTRACT and have been duly inspected and accepted by CCP.
- 5.2 The CONTRACTOR's request(s) for payment shall be made to the CCP in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the Special Conditions of the Contract (SCC) provision for General Conditions of the Contract (GCC) Clause 6.2, and upon fulfillment of other obligations stipulated in this CONTRACT.
- 5.3 Pursuant to the Section 5.2, payments shall be made by the CCP within a reasonable period after submission of an invoice or claim by the CONTRACTOR.
- 5.4 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, unless otherwise approved by the CCP President.
- 5.5 Upon perfection of the CONTRACT and acceptance of the Notice to Proceed, the CONTRACTOR is entitled to claim for advance payment amounting to **FOUR MILLION ONE HUNDRED NINETY THOUSAND SEVEN HUNDRED EIGHTEEN PESOS AND 93/100 ONLY (PhP 4,190,718.93)** equivalent to Fifteen Percent (15%) of the total CONTRACT Price, provided the CONTRACTOR submits and posts an irrevocable standby letter of credit or bank guarantee acceptable to the CCP issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount as the advance payment and, it shall remain valid until the Project is delivered, and accompanied by a claim for advance payment.
- 5.6 The CONTRACTOR may claim progress billing in accordance with the following the terms and/or mode of payment, to wit:
- A. Fifty percent (50%) of CONTRACT Price (net of advance payment, if any, as provided for item 5.4 above) – upon delivery of the equipment (Generator Set) to the project site and submission of delivery documents as stipulated in the Special Conditions of the Contract (SCC).
 - B. Fifty percent (50%) of CONTRACT Price – Final billing upon completion of all work requirements and issuance of final acceptance by the CCP.
- 5.7 Final payment shall be made by the CCP to the CONTRACTOR within a reasonable period after full completion of all works subject of this CONTRACT and upon Final Acceptance of the same to be issued in writing by the CCP and upon submission by the CONTRACTOR of its sworn statement certifying that all taxes due from it and all obligations for materials used and labor employed in connection with this CONTRACT have been fully paid.
- 5.8 All payments shall be subject to one percent (1%) retention and shall only be released upon issuance of completion and acceptance and receipt of a warranty bond as

stipulated in Article VIII pursuant to existing government accounting and auditing rules and regulations.

- 5.9 Before any payments are made, the CCP may require the CONTRACTOR to submit additional documents as may be necessary and proper in accordance with the Commission on Audit (COA) rules and regulations.

ARTICLE VI INSPECTION

- 6.1 Regular inspection shall be conducted by CCP Project Engineer for proper monitoring and confirmation of compliance by the CONTRACTOR with the CONTRACT specifications. All defective works determined by the CCP Project Engineer during the inspection must be corrected immediately by the CONTRACTOR at no cost to the CCP.
- 6.2 Final inspection with the CCP Project Engineer will be done upon submission of Notice of Inspection and Turn-over from the CONTRACTOR. All defective works and materials/equipment which may be found during the inspection must be corrected at no cost to and to the satisfaction of the CCP.

ARTICLE VII SCOPE OF WORK AND TECHNICAL SPECIFICATION

- 7.1 The Scope of Work shall include all provisions for labor, tools, materials, and pieces of equipment as necessary to complete the Project. Specifically, the CONTRACTOR shall:
- A. Secure necessary Permits and Licenses for the permissible installation and operation of the generator set (National/Local/Barangay/DENR, etc.), if necessary.
 - B. Prepare and submit the list of personnel and Gantt Chart or Program of Works indicating the installation methodology prior to commencement of works.
 - C. Provide skilled/qualified personnel and engineers, supervision, Personnel Protective Equipment (PPE), tools and equipment for the project.
 - D. Submit a list of personnel and tools and equipment to CCP before the commencement of work.
 - E. Conduct proper planning and safety orientation for all personnel involved in the project, including CCP authorized personnel.
 - F. Be in close coordination with the CCP Administrative Services Department representative (Project Engineer) during the entire implementation and completion of the project.
 - G. Provide the CCP end-user with the electrical/mechanical design layout signed by duly Licensed Professional Electrical/Mechanical Engineer before installation, including the equipment brochures, installation and operation manuals.

H. Mobilization and Delivery:

- a. Properly coordinate the date and procedures of delivery of the genset on site which is subject for inspection. Inspection by the CCP project engineer, COA inspector, Internal Audit inspector will be made upon the written notice of the CONTRACTOR to the CCP.
- b. Deliver the genset with extra care and precaution to avoid damages. Safety and proper handling/rigging or lifting of the genset shall be in accordance to the manufacturer's standard procedures.
- c. Conduct an ocular inspection and site evaluation with CCP end-users to determine all possible queries and conditions prior to the commencement of work.
- d. Mobilization/delivery of all materials, equipment and personnel to the site including the installation of safety signage/devices and securing the working area.

I. Equipment Pre- Inspection:

- a. Conduct visual check-up and comprehensive inspection upon the delivery of the equipment. The inspection will be accompanied by the CCP-end user, Internal Audit Inspector, and COA inspector.
- b. Provide the CCP with the manufacturers' pre-inspection checklist and documents necessary for the inspection. The documents will include the Bill of Lading, Test Report, Certificate of Testing, Manufacturer Certificates, Equipment Brochures and Manuals, and other documents stipulated in the Special Conditions of the Contract (SCC).

J. Installation:

- a. Construct and set-up the equipment foundation with the proper level and alignment and isolator. Curing period of the concrete foundation shall be in seven (7) days.
- b. Rig and mount the generator set with the use of proper lifting equipment.
- c. Install equipment rubber isolator and supports.
- d. Install power cable from Generator set to ATS of the Low Voltage Switchgear.
- e. Install flexible pipe to ATS.
- f. Terminate power cables and control wires from Generator set to ATS.
- g. Install exhaust pipe extension with testing port.
- h. Install cladding at muffler and exhaust pipe exhaustion.
- i. Install all equipment appurtenances including BMS/HMI.
- j. All fixtures/barriers affected in the installation of pumps and accessories shall be returned to its original set-up and location upon the project completion.
- k. Conduct hands-on training of at least two (2) authorized personnel from the CCP on proper operation and preventive maintenance of the equipment.
- l. Submit Comprehensive Operations and Maintenance Manual.

mt

[Signature]

[Signature]

K. Testing and Commissioning/Instrumentation:

- a. The testing and commissioning shall be in accordance with the manufacturer's standards.
- b. The Generator set should be tested by operating it continuously at a minimum of 4 hours but not to exceed 8 hours.
- c. Provide supply of Diesel fuel to the generator set during the entire duration of testing (free of charge).
- d. On-site commissioning and testing of the unit shall be conducted by the supplier's technical representatives and must be witnessed by the CCP's authorized/designated representatives.
- e. During the testing and commissioning, the necessary readings for the required recordings should be set within the standard parameters; otherwise, the CCP's authorized representatives may stop the testing and declare it as failed.

L. Demobilization:

- a. Housekeeping the working area and demobilization of equipment, tools, and waste materials.
- b. Demobilization of equipment and personnel on the project site.

M. Final Inspection and Turnover:

- a. Final inspection shall be done upon submission of Notice of Final Inspection / Turnover and Completion Reports from the CONTRACTOR.
- b. The inspection shall be made jointly by the CONTRACTOR, CCP Project Engineer, Internal Audit inspector, and COA representative and shall commence upon issuance of notice by the CCP end-user.
- c. All defective works which may be found during the inspection must be corrected immediately to the satisfaction of the CCP.
- d. The CCP will make a Certificate of Completion and Acceptance after the inspection is completed/satisfied.
- e. Submit invoice, request for payment, warranty certificate, letter of turnover, service reports, detailed costing of the project and other necessary documents necessary for the payment.

N. All works and requirements not expressly included in the above scope of work, but are absolutely necessary or are standard practices or requirements in similar installations, shall be considered integral part of the scope of work.

7.2 TECHNICAL SPECIFICATIONS:

One (1) unit 2MVA MTU 12V4000G43 Standby Generator Set, originally coupled by the genset engine manufacturer with the following descriptions and technical specifications:

A. Electric Generator Set:

- a. Rated Power : 1600kW/2000kVA, Standby Duty
- b. Voltage : 480 volts
- c. Frequency : 60 Hz

DFH

df

- d. Power Factor : 0.80
- e. Phase : 3
- f. Rated Speed : 1,800 RPM
- g. Type : Open Type

B. Engine Specifications:

- a. Origin : USA (Coupled in Singapore)
- b. Engine : MTU, Diesel Engine, EPA Certified
- c. Capacity : 1736kWm Standby Power Engine Rating
- d. Model : **MTU 12V4000G43**
- e. Type : 4-Cycle
- f. Displacement : L (in³) 57.2 (3,492)
- g. Bore : cm (in) 17 (6.69)
- h. Compression Ratio : 16.5:1
- i. Rated RPM : 1,800
- j. Emission Certified : EPA Tier 2
- k. Engine Class : Electronic Engine, individual direct injection
- l. Aspiration : Turbocharged, with Water to Air charge cooler
- m. Cylinder : V-type 90°
- n. Governor : Electronic
- o. Number of cylinder : Twelve (12)
- p. Injection system : Advance Diesel Electronic control (ADEC)
Common Rail Fuel Injection
- q. Maximum Power : kWm (bhp) 1736 (2,327)
- r. Speed Regulation : ±0.25%
- s. Air Cleaner : Dry
- t. Cooling system : Radiator cooled
- u. Battery Charging : Alternator 24VDC, 45amps
- v. Battery : 24VDC x 2 High capacity
- w. Trickle Charger : Input 220VAC, Output 24VDC, 10amps

C. Alternator Specifications:

- a. Origin : USA (Coupled in Singapore)
- b. Alternator Brand : MTU
- c. Alternator Model : MTU
- d. Type : Self-excited, brushless alternator
- e. Number of poles : 4 poles
- f. Insulation : Class II, 130°C Temp rise
- g. Voltage Regulator : Automatic Voltage Regulator +/-0.25%
- h. Protection System : IP22 Standards

D. Other Generator Specifications:

- a. Brushless, Rotating Field Generator
- b. 2/3 Pitch Windings
- c. PMG (Permanent Magnet Generator) supply to regulator
- d. 300% Short Circuit Capability
- e. NEMA MG1, IEEE and ANSI standards compliance for temperature rise and motor starting

- f. Sustained short circuit current of up to 300% of the rated current for up to 10 seconds
- g. Self-Ventilated and Drip-Proof
- h. Superior Voltage Waveform
- i. No Load to Full Load Regulation
- j. Digital, Solid State, Volts-per-Hertz Regulator

E. Digital Control Panel (s):

- a. NFPA 110 Compatible (Or Equivalent)
- b. Complete System Metering
- c. LCD Display
- d. CE Approved
- e. Digital Metering
- f. Engine Parameters
- g. Generator Protection Functions
- h. Engine Protection
- i. CAN Bus ECU Communications Windows-Based Software Multilingual Capability
- j. Remote Communications to RDP-110
- k. Remote Annunciator ready
- l. 16 Programmable Contact Inputs
- m. Up to 11 Contact Outputs
- n. Event Recording
- o. IP 54 Front Panel Rating with Integrated Gasket
- p. BMS/HMI with routers and 50" LED Monitor

F. Oil Consumption : g/kwh 0.6

G. Cooling System:

- a. Ambient Temperature : °C 40
- b. Radiator Coolant Capacity : L 590
- c. Exhaust gas Flow : m³/min 324

H. Fuel Consumption (Standby):

- a. At 100% Load with Cooling Fan : L/hr 420
- b. At 75% Load with Cooling Fan : L/hr 310

I. Exhaust System:

- a. Max Intake Air Resistance : kpa 5
- b. Combustion Air Flow : m³/min 138
- c. Exhaust Gas Temperature : °C 430
- d. Exhaust Flow : m³/min 402
- e. Exhaust Back Pressure (max) : kpa 8.5

J. Cooling Rate:

- a. Total Coolant Heat : kw 430

ml-

[Signature]

9 *[Signature]*

to

- b. Exhaust Heat : kw 450
- c. Engine Heat to Atmosphere : kw 90

K. Engine Accessories:

- a. Air Cleaners
- b. Oil Pump
- c. Oil Drain Extension & S/O Valve
- d. Full Flow Oil Filters
- e. Closed Crankcase Ventilation
- f. Jacket Water Pump
- g. Inter Cooler Water Pump
- h. Thermostats
- i. 1 Blower Fan & Fan Drive Radiator - Unit Mounted Electric Starting Motor - 24V
- j. Base - Structural Steel
- k. SAE Flywheel & Bell Housing Charging Alternator - 24V Battery Box & Cables
- l. Flexible Fuel Connectors
- m. Flexible Exhaust Connection
- n. Brushless Alternator with Brushless Pilot Exciter
- o. 4 Pole, Rotating Field
- p. 130 °C Maximum Standby Temperature Rise
- q. 1 Bearing, Sealed Flexible Coupling
- r. Full Amortisseur Windings
- s. 125% Rotor Balancing
- t. 3-Phase Voltage Sensing
- u. $\pm 0.25\%$ Voltage Regulation
- v. 100% of Rated Load - One Step
- w. 3% Maximum Harmonic Content

L. Others:

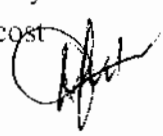
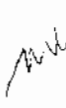
- a. The Engine-generator set is designed and manufactured in facilities certified to standards ISO 9001:2008 and NFPA 110 Compliant.
- b. Performance Assurance Certification:
 - Engine-Generator Set shall be tested to ISO 8528-5 for Transient Response.
 - Engine-Generator Set shall be verified product design, quality and performance integrity.
- c. Power Rating:
 - Accepts Rated Load in One Step.
 - Permissible average power output during 24 hours of operation is approved up to 85%.
- d. Cooling system shall be integral set-mounted and motor driven fan.
- e. Unit mounted tropical capacity 43 degree C radiator with motor-driven blower fan.
- f. Electric starting W/ lead acid batteries, frame and battery cables.
- g. High capacity air, fuel and lubricating oil filters, residential silencer.
- h. Automatic Battery Trickle charger.

- i. Auto Start Digital Control panel, Digital Display, module with features for engine protection system and indications.
- j. Heavy duty steel fabricated base frame.
- k. Provide separate 1000lits cap overhead fuel tank with fuel pump.
- l. Generator Air-Circuit Breaker, if any

M. Acronyms:

- a. EPA - Environmental Protection Agency
- b. ADEC - Advance Diesel Electronic control
- c. VDC -Volts Direct Current
- d. IP22 - International Protection Marking Code
- e. PMG - Permanent Magnet Generator
- f. NEMA MG1 - National Electrical Manufacturers Association Standards
- g. IEEE - Institute of Electrical and Electronics Engineers
- h. ANSI - American National Standards Institute
- i. UL - Underwriters Laboratories
- j. CSA - Canadian Standards Association
- k. NFPA - National Fire Protection Association
- l. LCD - Liquid Crystal Display
- m. CE - Conformité Européene
- n. CAN - Controller Area Network
- o. ECU - Electronic Control Units
- p. RDP- Remote Display Panel
- q. SCFM - Standard Cubic Feet Per Minute
- r. NPT - National Pipe Thread
- s. SAE - Society of Automotive Engineers
- t. ISO - International Organization for Standardization
- u. QECD - Organisation for Economic Co-operation and Development

**ARTICLE VIII
WARRANTY**

- 8.1 The CONTRACTOR warrants that the completion of the works including any change order thereto shall be in accordance with the plans and specifications and other documents of this CONTRACT.
- 8.2 The CONTRACTOR warrants that the Project for a period of two (2) year warranty on genset parts and three (3) years on service or 2000 hours of operation whichever comes first reckoned from the issuance of the Notice of Acceptance by CCP and any defect that may be found shall be repaired or replaced by CONTRACTOR at no cost to CCP. 
- 8.3 The CONTRACTOR shall post a warranty bond effective for a minimum period of one (1) year in the form of a special bank guarantee equivalent to one percent (1%) of the CONTRACT price, after the issuance of Certificate of Completion and Final Acceptance. The said warranty bond shall only be released after one (1) year after the completion and acceptance of the project provided, that the CONTRACTOR will make good any defect in workmanship and its supplied materials that may be found within a year from the date of final acceptance. 

- 8.4 Any CCP property which may be damaged as a result of the implementation of the project must be restored to its original condition or replaced by the CONTRACTOR at no cost to the CCP. If the property could not be restored or replaced, the CONTRACTOR shall pay for the value of the property damaged. The value of the property shall be determined by the CCP.

**ARTICLE IX
OBLIGATIONS OF THE PARTIES**

9.1 OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

- A. The CONTRACTOR utilizing its resources and technical manpower complement shall accomplish the Project in accordance with requirements, works and programs of the CONTRACT as provided for in Article VII on Scope of Work including the repair of defects in workmanship and replacement of defective parts.
- B. The CONTRACTOR shall therefore have the following responsibilities:
- a. Generally, but without limiting the CONTRACTOR's responsibilities elsewhere stated under this CONTRACT, the CONTRACTOR shall carry out the services stipulated in the specifications, plans and work program.
 - b. The CONTRACTOR shall allow the inspection team of the CCP full access to the project repair sites and to all documents necessary for the said inspection team to determine compliance with the progress of the project under this CONTRACT.
 - c. The CONTRACTOR shall assume full responsibility for the safety, protection, security and convenience of its personnel, third parties and the public at large for the entire duration of the Project and the CONTRACT.
- C. The CONTRACTOR shall be solely responsible for the loss or damage of any of its equipment, materials and other properties that will be left within the premises of the CCP for the duration of the CONTRACT and until they are finally removed, taken or pulled out.
- D. The CONTRACTOR shall be responsible for obtaining and paying for any mechanical/electrical permits from the City of Pasay required for this project.
- E. The CONTRACTOR shall be responsible for the verification of the mechanical design and specification and may propose equivalent or better specifications suitable to the CCP Main Building. Such design and specification shall be approved by the CCP end-user.
- F. The CONTRACTOR shall be responsible for supervising and directing the work, using the best quality skilled technician and mechanics. All works and inspections shall be conducted by the CONTRACTOR's skilled personnel and engineers and will be accompanied by the CCP Project Engineer and inspector.
- G. The CONTRACTOR shall be responsible for providing all miscellaneous hardware needed to complete the project.

- H. The CONTRACTOR shall install safety signs and/or devices and display it in designated and/or conspicuous areas for public information and general safety.
- I. The CONTRACTOR shall ensure that the delivery and storage of materials are properly made and coordinated with CCP authorized representatives to avoid inconvenience to the CCP personnel and the public.
- J. The CONTRACTOR shall ensure that all deliveries and materials to be used in the project are presented first to the CCP for verification and prior approval before its actual application or installation.

9.2 OBLIGATIONS AND RESPONSIBILITIES OF THE CCP:

- A. The CCP agrees to pay the amount of the CONTRACT Price and such other amount that may become due the CONTRACTOR in accordance with the terms of this CONTRACT.
- B. The CCP shall provide the CONTRACTOR sufficient working space and storage area to facilitate work requirements, subject to existing policies and procedures of the CCP.
- C. The CCP shall provide the CONTRACTOR access with all reports and relevant data such as site plan, data on materials that shall facilitate the completion of the project.

**ARTICLE X
NON-LIABILITY**

- 10.1 CCP shall not be liable for any loss or damage suffered by the CONTRACTOR resulting from the use of its equipment, nor shall it be liable for any death, injury or damage caused to the CONTRACTOR's employees who shall be tasked to perform the Project.
- 10.2 Either party agrees to hold harmless the other party from any suit, action, claim or demand by any third party for damage to property or bodily injury including death due to any willful act, gross negligence or omission, solely attributable to either party, its employees or personnel, arising from the performance of the undertaking herein.

**ARTICLE XI
LIQUIDATED DAMAGES**

- 11.1 Should the CONTRACTOR refuse or fail to satisfactorily deliver services/goods under the CONTRACT within the duration of the Project as stated in Article II, including the duly approved time of extensions, if any, the CONTRACTOR shall be liable for damages for the delay and shall pay the CCP liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services/goods scheduled for delivery for every day of delay until such services/goods are finally delivered and accepted by the CCP.
- 11.2 It is understood that the damages herein provided are fixed and agreed liquidated damages and that to be entitled to such damages, the CCP shall not be required to prove that it has incurred actual damages. In case the CCP becomes entitled to the

liquidated damages provided herein, it shall be authorized to deduct the amount of such liquidated damages from any money due or which may become due to the CONTRACTOR including the Performance Bond specified in Article XIV below.

- 11.3 In case of breach or violation by the CONTRACTOR of its obligations and undertakings under this CONTRACT (aside from the delays stated above), the CONTRACTOR shall pay the CCP the sum of PESOS: ONE HUNDRED FIFTY THOUSAND (Php150, 000.00) as and by way of liquidated damages for every violation. The damages herein provided are fixed and liquidated and the CCP shall not be required to prove that it has incurred actual damages. In case the CCP becomes entitled to said liquidated damages, the CCP may deduct the amount from any and all money and amounts due or which may become due to the CONTRACTOR under this CONTRACT or any agreement and /or collect such amount from the CONTRACTOR's performance bond, whichever is convenient to the CCP, and without prejudice to the CCP's remedies under this CONTRACT or applicable laws.

ARTICLE XII

NO-EMPLOYER-EMPLOYEE RELATIONSHIP

- 12.1 It is hereby agreed and understood that the CONTRACTOR is and shall remain an independent contractor and that there shall be no employer-employee relationship between the CCP, on one hand, and the CONTRACTOR or his personnel or agents, on the other hand. Hence, the CCP shall not in any way be liable or be responsible for any personal injury including death, or damage to property, caused by any of the employees of the CONTRACTOR in the performance of the CONTRACTOR's obligations and undertakings under this Contract. The CONTRACTOR shall at all times be directly responsible and liable for the enforcement of, and compliance with, all existing laws, rules and regulations, particularly with respect to any claims brought about by its personnel or employees under applicable laws and social legislation. The CONTRACTOR hereby holds the CCP and its officials free and harmless from any and all claims and liability under this provision.

ARTICLE XIII

PERFORMANCE SECURITY

- 13.1 Upon signing of this CONTRACT, the CONTRACTOR shall, at its own expense, post a Performance Security in accordance with RA 9184 (Philippine Bidding Documents for the Procurement of Goods Fifth Edition August 2016) in favor of the CCP at the rate of five percent (5%) of the CONTRACT price in the form of cash, certified check, Cashier's check, Manager's check, bank draft or irrevocable letter of credit, and bank guarantee or at the rate of thirty percent (30%) of the CONTRACT price if in the form of surety bond, conditioned that the CONTRACTOR shall fully, satisfactorily and faithfully perform its undertaking and obligations under this CONTRACT. The performance bond shall remain effective during the term of the CONTRACT to answer for whatever obligations/liabilities which the CONTRACTOR may incur under this CONTRACT.

- 13.2 The said performance security shall also answer for the liquidated damages set forth herein; the unpaid cost of labor as required by the provisions of applicable laws; or any liability which may be incurred by reason of the violation by the CONTRACTOR of the Labor Code of the Philippines and other social legislation. The CCP shall, however, be reimbursed for the total sum it may have advanced for any damages or liabilities covered by the bond.

**ARTICLE XIV
INDEMNITY**

- 14.1 The CONTRACTOR shall hold the CCP free and harmless from, and shall indemnify the CCP for, any and all liabilities, damages, expenses, losses, injuries including death due to the fault, negligence, act, omission, delay or conduct of the CONTRACTOR and/or its employees or agents in the performance of the CONTRACTOR's undertakings and obligations under this CONTRACT.
- 14.2 The CONTRACTOR shall hold the CCP free and harmless from, and shall indemnify the CCP for, any and all claims, suits, action and demand which may be brought by third parties by reason of this CONTRACT, including its implementation, or non-observance by the CONTRACTOR of any law, ordinance, executive or administrative order, rule or regulation, or any term or condition of this CONTRACT.

**ARTICLE XV
REPRESENTATIONS AND WARRANTIES**

- 15.1 Both parties represent and warrant that the execution and delivery of this CONTRACT and consummation of the transactions contemplated herein will not contravene any law, and that they have complied with any and every necessary consent and/or approval and the officers signing hereunder are duly authorized to represent them.

**ARTICLE XVI
DISPUTE RESOLUTION**

- 16.1 Any and all disputes, controversy or claim arising out of or relating to this CONTRACT, or the breach, termination or invalidity thereof shall be submitted to arbitration in the Philippines according to the provision of Republic Act No. 876 otherwise known as the "Arbitration Law" as amended by Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004".

For this purpose, the parties mutually agree to appoint a single arbitrator within fifteen days from receipt of the demand for arbitration. In case the parties cannot agree to appoint a single arbitrator, the National President of the Integrated Bar of the Philippines or his duly designated representative shall appoint the sole arbitrator.

**ARTICLE XVII
FORCE MAJEURE**

- 17.1 For the purpose of this CONTRACT "Force Majeure" means an event which is beyond the reasonable control of a Party and which renders a Party's performance of its obligations under the Contract including but not limited to acts of God, acts of Government, acts of terrorism, acts of civil military authorities, fires, strikes, epidemics, war, riot and analogous circumstances.
- 17.2 The failure of the CONTRACTOR to fulfill any of its obligations under this CONTRACT shall not be considered breach of or default under this CONTRACT in so far as such inability arises from an event of Force Majeure, provided that the CONTRACTOR affected by such an event has:
- A. Taken all reasonable precaution, due care and reasonable alternative measures in order to carry out the terms and conditions in the Contract.
 - B. Informed the CCP not later than fifteen (15) days after the happening of any of such event.
- 17.3 All days rendered unworkable by reason of Force Majeure under this Article shall have a corresponding period of extension.

**ARTICLE XVIII
TERMINATION**

- 18.1 The following shall be sufficient grounds for termination of this CONTRACT:
- A. Inability to provide/supply the item and/or services offered and inability of the CONTRACTOR to fulfill its obligations provided or required under this CONTRACT, and other related documents.
 - B. Unreasonable delay on the part of the CONTRACTOR to complete the project in accordance with Article III of this CONTRACT.
 - C. Acts inimical to the public interest.
- 18.2 The right of the CCP to hold the CONTRACTOR liable for damages shall be without prejudice to the right of the CCP to proceed against the bond and to terminate this CONTRACT for any violation/s such as non-compliance with any of the terms and conditions of this CONTRACT.
- 18.3 These rights and remedies of the Parties under this CONTRACT are in addition to any other rights and remedies provided by law.
- 18.4 CCP may terminate the CONTRACT without need of judicial action by sending the CONTRACTOR at least a ten (10) day prior notice to such effect.

**ARTICLE XIX
AMENDMENT TO ORDER**

- 19.1 At any time, the CCP may issue an Amendment to Order, where there are additional items needed and necessary for the protection of the goods, which are not included in

this CONTRACT, provided that any price adjustment shall not exceed 10% of the original CONTRACT Price.

- 19.2 Costs for these additional items shall be based on the unit price of similar goods in this CONTRACT. If there is no applicable rate then the Parties shall agree on the best suitable price applicable.
- 19.3 Any request for payment by the CONTRACTOR shall be supported by a Statement of Account reflecting a detailed accounting of the amount claimed with receipts or any other form of proof of payment.
- 19.4 A corresponding extension of the period of this CONTRACT may be granted by the CCP upon its determination that it is necessary and warranted.
- 19.5 All Amendment to Order shall be subject to pertinent laws, rules and regulations.

ARTICLE XX OTHER PROVISIONS

- 20.1 The CCP may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the CONTRACT. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the CCP concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery or CONTRACT schedule, or CONTRACT price, or both, and the CONTRACT shall be modified accordingly.

- 20.2 No modification or amendments of this CONTRACT or any of its provisions shall be valid and binding unless mutually agreed in writing by the parties herein.
- 20.3 Any notices or other communications to be sent or to be served on either party hereto shall be deemed sufficiently served if mailed by prepaid post to other party at its Registered Office or at its address as set out above and shall be deemed to be received by or served upon the party concerned, as the case may be, on the date that such postal communication would usually have been delivered in the normal course of post.
- 20.4 Failure of the CCP at any time to enforce or demand performance of any or all of the terms and conditions of the CONTRACT and other related instruments or Contracts shall in no way be construed as a waiver of such term(s) and condition (s), and shall not affect the validity and enforceability thereof or the right of the CCP to subsequently enforce or demand performance of such term(s) and condition(s).
- 20.5 All remedies in this CONTRACT shall be without prejudice to those which may be provided for by law.

20.6 This CONTRACT shall be binding upon the parties hereto and their assigns and successors-in-interest: Provided, that the CONTRACTOR shall not sub-contract, assign, or transfer any or all of this rights and obligations hereunder to any third party without the prior written consent of the CCP.

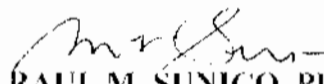
20.7 This CONTRACT defines, determines, and embodies the entire agreement between the parties hereto with regard to the subject matter hereof, and shall supersede any prior or simultaneous agreement, arrangement and understanding made by and between them or with third parties.

**ARTICLE XXI
SEPARABILITY CLAUSE**

21.1 The parties hereby agree to amend or modify any provision of this CONTRACT, which has been declared invalid or contrary to law, to conform to the subject or objective of this CONTRACT.

SIGNED by the PARTIES on April 21, 2017, at Pasay City, Philippines.

The CCP
By:



RAUL M. SUNICO, Ph.D.
President

The CONTRACTOR
By:

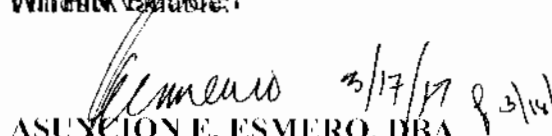

DOMINADOR R. MACAS
Vice-President, Sales

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department


RODOLFO G. DEL ROSARIO
Vice-President for Administration

~~WITHIN BUDGET~~


ASUNCION E. ESMERO, DBA
Department Manager III
Finance Services Department

10698990-01 (06) P 27,978,126.20

17-03-0695

ACKNOWLEDGEMENT

Republic of the Philippines)
City of CITY OF MANILA) s.s.

BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
RAUL M. SUNICO, Ph.D.	Passport ID No. EC7338638	April 12, 2021
DOMINADOR R. MACAS	UMID CRN-0111-3465065-5	

known to me to be the same persons who executed the foregoing CONTRACT and they acknowledge to me that the signatures they affixed confirm their voluntary act and that of the entities they represent.

SIGNED AND SEALED on APR 24 2017 2017 in CITY OF MANILA

Doc. No. 290
Page No. 59
Book No. X
Series of 2017

Benjamin F. Alfonso
ATTY. BENJAMIN F. ALFONSO
NOTARY PUBLIC FOR MANILA
ADM. MATTER No. NF-021-2016-2017
PTR No. 2131425 / 01-03-17
BP NO. 1017644 / SY-16/01-02-2017
ROLL No. 23049
MCLEV-0000588



Cultural Center of the Philippines
SENTRONG PANGKULTURANG NG PILIPINAS

REPUBLIC OF THE PHILIPPINES)
Makati City.....} S.S.

SECRETARY'S CERTIFICATE

I, GCA R. JOHN CHRISTOPHER J. SALOM, of legal age, single, with office address at the OGCC, 3rd Floor, MWSS Building, Katipunan Road, Balara, Quezon City, after having been sworn to in accordance with law, do hereby declare that I am the Corporate Secretary of the Cultural Center of the Philippines (CCP) and as such, do hereby certify that in the Regular Meeting of the CCP Board of Trustees held on 21 September 2010 at the CCP Boardroom, CCP Complex, Roxas Boulevard, Pasay City, and upon motion duly made and seconded, the following Resolution was unanimously approved:

CCP Board Resolution No. L-014
Series of 2010

"RESOLVED, as it is hereby resolved, that, in an election held for the purpose on 21 September 2010, and by a majority vote of the CCP Board of Trustees present and constituting a quorum, DR. RAUL M. SUNICO was duly elected as CCP President and accordingly succeeded then CCP President Isabel Caro Wilson effective October 1, 2010.

"RESOLVED further that Dr. Raul M. Sunico, hereby authorized to perform any and all acts necessary to effectively discharge his duties, responsibilities and functions as CCP President including any and all acts necessary to implement the foregoing.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 26 day of October 2010 at Makati City, Philippines.

GCA R. JOHN CHRISTOPHER J. SALOM
Corporate Secretary

SUBSCRIBED AND SWORN to before me this OCT 28 2010, affiant exhibiting to me his OGCC 10 No. 040.

Doc. No: 209
Page No.: 01
Book No. 15
Series of 2010

Notary Public for the Philippines
Office Address: 1077 South Osceola Ave., Suite 1000, Orlando, FL 32816
Tel: 407-227-9600-01/07/10 Makati City
Tel: 608-851-01/07/10 Pasay City
E-mail: Notary@notary.com

CERTIFIED TRUE COPY
CULTURAL CENTER OF THE PHILIPPINES
01 OCT 2010



103 Commerce Road Phase 2
Laguna Technopark, Biñan, 4024 Laguna
Phone No.: (02) 238 7600
(049) 502-5731 to 53



ID NO: BNN-US-001

[Signature]
Signature

DOMINADOR F. MACAS
Name

VICE PRESIDENT SALES
Designation

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS
LAND TRANSPORTATION OFFICE
PROFESSIONAL DRIVER'S LICENSE

LAST NAME, FIRST NAME, MIDDLE NAME
MACAS, DOMINADOR FLORES



ADDRESS (NO. STREET, CITY/MUN., PROVINCE)
705 JOANA ST ANNEX 41, CITY OF PARAÑAQUE, NCR
FOURTH DISTRICT
BIRTH DATE: 1951-08-04 SEX: M HEIGHT (cm): 165 WEIGHT (kg): 60 NATIONALITY: FIL
RESTRICTIONS: CONDITIONS: AGENCY: N28 EXPIRES: 2019-08-04

LICENSE NO.
N07-76-017826

EDGAR C. GALVANTE
ASST. SECRETARY



REPUBLIC OF THE PHILIPPINES
Unified Multi-Purpose ID

CRN - 0111-3445065-5

LAST NAME: MACAS
FIRST NAME: DOMINADOR
MIDDLE NAME: FLORES
SEX: MALE
DATE OF BIRTH: 1951/08/04
ADDRESS: 705 JOANA ST ANNEX 41 SUN VALLEY PARAÑAQUE CITY NCR PHL 1700

[Signature]

SSS: 09-0336895-9	TIN: 108-111-518
PhilHealth: 190512845812	Pagbigay:
Contact Person in Case of Emergency NORMA MACAS 705 Joana St. Annex 41, Sunvalley Parañaque City 09178236091	

I. RESTRICTIONS

1. MOTORCYCLES/MOTORIZED TRICYCLES
2. VEHICLE UP TO 4500 KGS G V W
3. VEHICLE ABOVE 4500 KGS G V W
4. AUTOMATIC CLUTCH UP TO 4500 G V W
5. AUTOMATIC CLUTCH ABOVE 4500 KGS G V W
6. ARTICULATED VEHICLE 1000 KGS G V W & BELOW
7. ARTICULATED VEHICLE 1601 UP TO 4500 G V W
8. ARTICULATED VEHICLE 4501 KGS & ABOVE G V W

II. ORGAN DONATION:

1. I HEREBY DONATE ANY ORGAN SPECIFIC ORGAN UPON MY DEATH

III. IN CASE OF EMERGENCY NOTIFY:

- NAME:
ADDRESS:
TEL#:

CONDITIONS:

- A. WEAR EYE GLASSES
- B. DRIVE ONLY W/SPECIAL EQPT FOR UPPER LIMBS
- C. DRIVE ONLY W/SPECIAL EQPT FOR LOWER LIMBS
- D. DAYLIGHT DRIVING ONLY
- E. ACCOMPANIED BY A PERSON W/NORMAL HEARING

0006277525M1



It is understood and agreed that this should be worn at all times while inside the company premises and should be surrendered upon separation from the company.

[Signature]
EMMA V. ABALOYAN
HR/ADMIN OFFICER

E791-30-338

In case of loss, please return to the nearest SSS Branch

[Signature]

[Signature]

[Signature]

SECRETARY'S CERTIFICATE

DONATO T. FAYLONA, a Filipino, of legal age and with office address at 1909 Cityland Condominium 10, Tower 1, 6815 Ayala Avenue cor. H.V. Dela Costa Street, Makati City, subscribing under oath deposes and states:

That I am the Corporate Secretary of **GENDIESEL PHILIPPINES INC.**, a domestic corporation duly organized and existing under and by virtue of the laws of the Philippines, with the principal office and business located at 103 Commerce Road, Laguna Technopark, Biñan, 4024 Laguna, Philippines;

In Special Meeting of the Board of Directors of said corporation held at the principal office, the following resolution was approved and adopted, to wit:

"RESOLVED, that Gendiesel Philippines Inc. (the "Corporation") be, as it hereby is, appoints Mr. Tiruvalangadu R. Mohan, President, and/or Mr. Dominador F. Macas, Vice-President, Sales, as duly authorized and designated representatives of Gendiesel Philippines Inc., and in connection therewith, hereby are granted full power and authority to do, execute, transact with **Cultural Center of the Philippines (CCP)** and perform any and all acts necessary and/or to represent Gendiesel Philippines Inc. for the project **"Supply And Installation Of One (1) Unit 2MVA Standby Generator Set for CCP Main Building"** (The Project)."

"RESOLVED FURTHER, that Gendiesel Philippines Inc. hereby authorizes Mr. Tiruvalangadu R. Mohan, President, to :

- (1) Execute a waiver of jurisdiction whereby Gendiesel Philippines Inc. hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) Execute a waiver that Gendiesel Philippines Inc. shall not seek and obtain writ of injunctions or prohibition or restraining order against the **Cultural Center of the Philippines (CCP)** or any other agency in connection with this project and the carrying out of the awarded contract."

The above resolution is in accordance with the records of the Corporation in my possession.

IN WITNESS WHEREOF, I have here unto affix my signature this MAR 06 2017 day of March 2017 at Makati City.

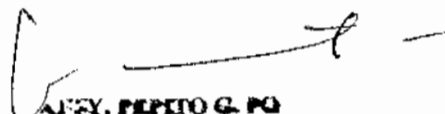

DONATO T. FAYLONA
Corporate Secretary

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

MAR 06 2017

SUBSCRIBED AND SWORN to before me this _____ day of March 2017, affiant exhibited to me his Passport No. EC0567205 issued at Manila, Philippines on 15th of March 2014 and will expire on 14th of March 2019.

Doc. No. 609
Page No. 22
Book No. XXIX
Series of 2017.


JESY. PEPILO G. PO
Notary Public
Until December 31, 2017
PTR No. 5324255 / 01-04-2016 / Makati City
IBP No. 946492 / 12-8-2015 / Manila III
Roll No. 42926



Cultural Center of the Philippines
SENTRONG PANGKULTURANG PILIPINAS

NOTICE TO PROCEED

April 25, 2017

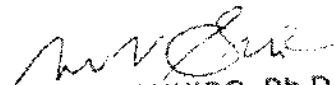
DOMINADOR F. MACAS
General Manager-Unit Sales
GENDIESEL PHILIPPINES, INC.
103 Commerce Road, Phase 2
Laguna Technopark, Binan Laguna
Tel No: 238 7828

Dear Mr. Macas

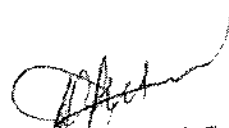
The attached contract having been approved, notice is hereby given to GENDIESEL PHILIPPINES, INC. that the delivery of goods and services for the *Supply and Installation of One (1) Unit 2MVA Standby Generator Set for CCP Main Theatre Building* may commence upon the receipt of this notice.

Upon receipt of this notice, you are responsible for the delivery of goods and services in accordance with the Terms of Reference and Implementation Schedule

Very truly yours,


RAUL M. SUNICO, Ph.D
President ✓

Conforme:


DOMINADOR F. MACAS
Name of Bidder
Date: 2 MAY 2017