
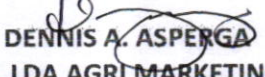


Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is LOCAL GOVERNMENT UNIT OF GENERAL SANTOS CITY
1.1(i)	The Supplier is LDA AGRI MARKETING
1.1(j)	The Funding Source is LOCAL GOVERNMENT OF GENERAL SANTOS CITY under the under the Current Appropriation of 2020 in the amount of THREE MILLION THREE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED TWENTY FIVE PESOS ONLY (P 3,313,725.00)
1.1(k)	The Project Site is General Services Office, CEO Compound, General Santos City.
5.1	<p>The addresses are:</p> <p>Procuring Entity:</p> <p>Local Government Unit – General Santos City 2nd Floor, City Hall 9500, General Santos City Facsimile : (+63) 83 552 9435 Telephone Nos. (+63) 83 552 9435 Email Address : bac-chairman@gensantos.gov.ph/bacgsc@yahoo.com</p> <p>Supplier:</p> <p> DENNIS A. ASPERGA Manager LDA AGRI MARKETING Cagampang Street cor. Ferrariz Street General Santos City</p>
6.2	<p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's delivery receipt/invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate, if applicable; (iii) Delivery Receipt detailing number and description of items received signed by the authorized receiving personnel; and (iv) Inspection and Acceptance Report signed by the Procuring Entity's representative at the Project Site <p>The Procuring Entity's Representative at the Project Site is MS. GINA Y. PIGAR- City Government Department Head of City General Services Office</p>
10.4	"Not applicable"
13.4(c)	"No further instructions".
16.1	"None".
17.3	A warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by 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.
17.4	The period for correction of defects in the warranty period is 7 calendar Days from receipt of notification of defects
21.1	"No additional provision."

Special Conditions of Contract

ITB Clause	
1.1(g)	The Procuring Entity is LOCAL GOVERNMENT OF GENERAL SANTOS CITY
1.1(i)	The Supplier is: LDA AGRI MARKETING
1.1(j)	The Funding Source is LOCAL GOVERNMENT OF GENERAL SANTOS CITY under the GENERAL FUND Cy AB 2019 in the amount of Five million Sixty One Thousand One Hundred and xx/100 Pesos Only (Php 5,061,100.00) .
1.1(k)	The Project Site is General Services Office, CEO Compound, General Santos City
2.1	No further instruction
5.1	<p>The PROCURING ENTITY's address for Notice is Procuring Entity: LOCAL GOVERNMENT UNIT- General Santos City 2nd Floor, city Hall 9500, General Santos city Facsimile: (+63) 83 552-9435 Telephone Nos. (+63)83 552 9435 Email Address: bac-chairman@gensantos.gov.ph/bacgsc@yahoo.com</p> <p>The Supplier address for Notice is:  DENNIS A. ASPERGA LDA AGRI MARKETING MANAGER Cagampang St. Cor. Ferrariz St. General Santos city Tel. 552-8198 / 09561536291</p>
6.2	<p>Upon delivery of the Goods to the Project site, the Supplier shall notify the Procuring Entity and present the following document to the procuring entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier delivery recipe/ invoice showing Goods description, quantity, unit price, and total amount; (ii) Original and four copies of the Manufacturer's and / or Supplier's warranty certificate, if applicable (iii) Delivery Receipt detailing number and description of item received sign by the authorize receiving personnel; and <p>The Procuring Entity's Representative at the Project Site is MS. GINA Y. PIGAR – Government Department Head OF City General Services Office</p>
10.4	Not applicable
10.5	"Payment using LC is not allowed"
11.3	"Maintain the GCC Clause"
13.4(c)	"No further instruction"
16.1	The inspection and test that will be conducted are : "None"
17.3	<p>If the Goods pertain to Expendable Supplies: three (3) months after acceptance by the Procuring Entity of the delivered goods or after the goods are consumed. Whichever is earlier.</p> <p>If the goods pertain to Non –expendable Supplies One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>
17.4 and	<p>The period for correction of defects in the warranty period is 7 calendar Days from receipt of notification of defects</p> <p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damage reaches ten (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
21.1	No additional provision