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Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number 6161761
Procuring Entity CARLOS HILADO MEMORIAL STATE COLLEGE
Title Procurement of Various Bangus Formulated Feeds for HVLD Project of OPAPP - Pamana at Hinoba-an, Negros Occidental
Area of Delivery Negros Occidental

Solicitation Number:	CHMSC 19-014-0424-G	Status	Pending
Trade Agreement:	Implementing Rules and Regulations	Associated Components	4
Procurement Mode:	Public Bidding	Bid Supplements	0
Classification:	Goods	Document Request List	0
Category:	Agricultural Products (Seeds, Seedlings, Plants..)	Date Published	25/04/2019
Approved Budget for the Contract:	PHP 3,349,248.00	Last Updated / Time	24/04/2019 15:02 PM
Delivery Period:	140 Day/s	Closing Date / Time	20/05/2019 13:00 PM
Client Agency:			
Contact Person:	Ma. Kristina Goylos Medalla Head, BAC Secretariat Mabini Street, Brgy Zone 1 Talisay City Negros Occidental Philippines 6115 63-34-7120420 Ext.142 63-34-7128404 bac.sec@chmsc.edu.ph		

Description

CARLOS HILADO MEMORIAL STATE COLLEGE
 BIDS AND AWARDS COMMITTEE
 Talisay City, Negros Occidental
 Telefax Nos. (034) 712-8404

INVITATION TO BID FOR THE PROCUREMENT OF VARIOUS BANGUS FORMULATED FEEDS FOR HVLD PROJECT OF OPAPP – PAMANA AT HINOBA-AN, NEGROS OCCIDENTAL
 CHMSC 19-014-0424-G

1. The Carlos Hilado Memorial State College, through the Corporate Budget for the Contract of 2019 approved by the governing Board, intends to apply the sum THREE MILLION THREE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED FORTY-EIGHT PESOS & 00/100 (Php 3,349,248,00) ONLY, being the Approved Budget for the Contract (ABC) to payments under the contract for the PROCUREMENT OF VARIOUS BANGUS FORMULATED FEEDS FOR HVLD PROJECT OF OPAPP – PAMANA AT HINOBA-AN, NEGROS OCCIDENTAL. Bids received in excess shall be automatically rejected at bid opening.

2. The Carlos Hilado Memorial State College now invites bids for PROCUREMENT OF VARIOUS BANGUS FORMULATED FEEDS FOR HVLD PROJECT OF OPAPP – PAMANA AT HINOBA-AN, NEGROS OCCIDENTAL, as follows:

ONE (1) LOT – VARIOUS BANGUS FORMULATED FEEDS Php 3,349,248.00

Delivery of Goods is required within One Hundred Forty (140) calendar days upon receipt of Notice to Proceed. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project of at least 50% of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using the non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from CARLOS HILADO MEMORIAL STATE COLLEGE and inspect the Bidding Documents at the address given below during 8:00 A.M. to 5:00 P.M.

The BAC Secretariat
Brgy. Zone I, Mabini St.,
Talisay City, Negros Occidental

5. A complete set of Bidding Documents may be acquired by interested Bidders on April 25 – May 19, 2019 from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00) Only.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPs) and the website of the CARLOS HILADO MEMORIAL STATE COLLEGE, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The CHMSC will hold a Pre-Bid conference on 1:30 P.M., May 6, 2019 at CHMSC Conference Room, 4/F Administration Bldg. Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the CHMSC Conference Room, 4/F Administration Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental on or before 1:00 P.M., May 20, 2019. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on 1:30 P.M., May 20, 2019, at the same venue and address. Bids will be opened in the presence of the bidders' representatives who choose to attend at the CHMSC Conference Room, 4/F Administration Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental. Late bids shall not be accepted.

8. The Carlos Hilado Memorial State College reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

9. For further information, please refer to:

MRS. MA. KRISTINA G. MEDALLA
Head, BAC Secretariat
Carlos Hilado Memorial State College
Brgy. Zone 1, Mabini St.,
Talisay City, Negros Occidental
Telefax No. (034) 712-8404

ROSALINDA S. TUVILLA, LLB
BAC Chairperson

Line Items	Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
	1	ONE (1) LOT	Various Bangus Formulated Feeds	1	Lot	3,349,248.00

Pre-bid Conference		
Date	Time	Venue
06/05/2019	1:30:00 AM	CHMSC Conference Room, 4/F Administration Bldg. Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental



CARLOS HILADO MEMORIAL STATE COLLEGE
BIDS AND AWARDS COMMITTEE
 Talisay City, Negros Occidental
 Telefax Nos. (034) 712-8404



INVITATION TO BID FOR THE PROCUREMENT OF VARIOUS BANGUS FORMULATED FEEDS FOR HVLD PROJECT OF OPAPP – PAMANA AT HINOBA-AN, NEGROS OCCIDENTAL CHMSC 19-014-0424-G

1. The *Carlos Hilado Memorial State College*, through the *Corporate Budget for the Contract of 2019 approved by the governing Board*, intends to apply the sum **THREE MILLION THREE HUNDRED THIRTY-NINE THOUSAND TWO HUNDRED FORTY-EIGHT PESOS & 00/100 (Php 3,349,248.00) ONLY**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROCUREMENT OF VARIOUS BANGUS FORMULATED FEEDS FOR HVLD PROJECT OF OPAPP – PAMANA AT HINOBA-AN, NEGROS OCCIDENTAL**. Bids received in excess shall be automatically rejected at bid opening.
2. The *Carlos Hilado Memorial State College* now invites bids for **PROCUREMENT OF VARIOUS BANGUS FORMULATED FEEDS FOR HVLD PROJECT OF OPAPP – PAMANA AT HINOBA-AN, NEGROS OCCIDENTAL**, as follows:

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5. A complete set of Bidding Documents may be acquired by interested Bidders on **April 25 – May 19, 2019** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (**Php 5,000.00**) Only.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPs) and the website of the CARLOS HILADO MEMORIAL STATE COLLEGE, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The CHMSC will hold a **Pre-Bid conference on 1:30 P.M., May 6, 2019** at CHMSC Conference Room, 4/F Administration Bldg. Brgy. Zone I, Mabini St., Talisay City, Negros Occidental, which shall be open to prospective bidders.

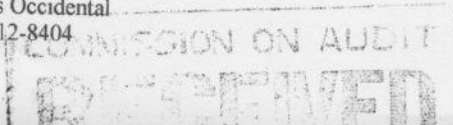
7. Bids must be duly received by the BAC Secretariat at the **CHMSC Conference Room, 4/F Administration Bldg., Brgy. Zone I, Mabini St., Talisay City, Negros Occidental** on or before **1:00 P.M., May 20, 2019**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on **1:30 P.M., May 20, 2019**, at the same venue and address. Bids will be opened in the presence of the bidders' representatives who choose to attend at the **CHMSC Conference Room, 4/F Administration Bldg., Brgy. Zone I, Mabini St., Talisay City, Negros Occidental**. Late bids shall not be accepted.

8. The Carlos Hilado Memorial State College reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

9. For further information, please refer to:

MRS. MA. KRISTINA G. MEDALLA
 Head, BAC Secretariat
 Carlos Hilado Memorial State College
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 Talisay City, Negros Occidental
 Telefax No. (034) 712-8404



Rosalinda S. Tuvilla, LLB
 ROSALINDA S. TUVILLA, LLB

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

For foreign-assisted projects, the Bid Data Sheet to be used is provided in Section IX- Foreign-Assisted Projects.

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is CARLOS HILADO MEMORIAL STATE COLLEGE</p> <p>The name of the Contract is PROCUREMENT OF VARIOUS BANGUS FORMULATED FEEDS FOR HVLD PROJECT OF OPAPP-PAMANA AT HINOBA-AN, NEGROS OCCIDENTAL</p> <p>The identification number of the Contract is <i>6161761/CHMSC 19-014-0424-G</i></p>
1.2	<p>The lot(s) and reference is/are:</p> <p><i>ONE (1) LOT VARIOUS BANGUS FORMULATED FEEDS Php 3,349,248.00</i></p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the 2019 Corporate Budget of the College approved by the governing Board, in the amount of THREE MILLION THREE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED FORTY-EIGHT PESOS & 00/100 (Php3,349,248.00) Only.</p> <p>The name of the Project is: PROCUREMENT OF VARIOUS BANGUS FORMULATED FEEDS FOR HVLD PROJECT OF OPAPP-PAMANA AT HINOBA-AN, NEGROS OCCIDENTAL</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p><i>For the procurement of Expendable Supplies:</i> The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least twenty-five percent (50%) of the ABC.</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.

9.1	The Procuring Entity will hold a pre-bid conference for this Project on May 6, 2019, 1:30 p.m. at 4/F CHMSC Conference Rm., Administration Bldg., Talisay City, Negros Occidental.
10.1	The Procuring Entity's address is: CARLOS HILADO MEMORIAL STATE COLLEGE Mabini St., Brgy. Zone 1, Talisay City, Negros Occidental ROSALINDA S. TUVILLA, LLB BAC Chairperson Tel. No. (034) 712-8404 <u>chmsc bacsec@yahoo.com</u>
12.1(a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The ABC is THREE MILLION THREE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED FORTY-EIGHT PESOS & 00/100 (Php3,349,248.00) Only. Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable
17.1	Bids will be valid until <i>September 16, 2019</i> (120 c.d. from the date of bid opening)
18.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

	<p>1. The amount of not less than Php66,984.96 [<i>Insert 2% of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>2. The amount of not less than Php167,462.40 [<i>Insert 5% of ABC</i>] if bid security is in Surety Bond.</p>
18.2	The bid security shall be valid until <i>September 16, 2019</i> (120 c.d. from the date of bid opening)
20.1	Each Bidder shall submit <i>1 (one)</i> original and <i>2 (two)</i> copies of the first and second components of its bid.
21	<p>The address for submission of bids is</p> <p>CHMSC Conference Room, 4F Administration Bldg., Mabini St., Brgy. Zone 1, Talisay City, Negros Occidental</p> <p>The deadline for submission of bids is:</p> <p>DATE: May 20, 2019 TIME: 1:00 p.m.</p>
24.1	<p>The place of bid opening is</p> <p>CHMSC Conference Room, 4F Administration Bldg., Mabini St., Brgy. Zone 1, Talisay City, Negros Occidental</p> <p>The date and time of bid opening is</p> <p>DATE: May 20, 2019 TIME: 1:30 p.m.</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3(a)	<p>Grouping and Evaluation of Lots –</p> <p><i>Lots should be formed of similar items that are likely to attract the maximum competition. A lot is the quantity and number of items that will be included in a single contract. For example:</i></p> <p><i>All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p>

	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <p><i>ONE (1) LOT VARIOUS BANGUS FORMULATED FEEDS Php 3,349,248.00</i></p>
28.4	No further instructions.
29.2	No additional requirement.
32.4(f)	No additional requirement.

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(a) Information that qualifies and complies with provisions of Section II must be incorporated.

(b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

The Bidding-related portions of the Bid Data Sheet to be used is provided in Section I-C Foreign-Bidder Projects.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section IX-Foreign-Assisted Projects.

Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is CARLOS HILADO MEMORIAL STATE COLLEGE
1.1(i)	The Supplier is
1.1 (j)	The Funding Source is the Government of the Philippines (GOP) through Corporate Budget of the College for 2019 approved by the governing Board, in the amount of THREE MILLION THREE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED FORTY-EIGHT PESOS & 00/100 (Php3,349,248.00) Only.
1.1 (k)	The Project Site is Carlos Hilado Memorial State College, Binalbagan Campus.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: ROSALINDA S. TUVILLA, LLB. Chairperson, Bids and Awards Committee CARLOS HILADO MEMORIAL STATE COLLEGE BRGY. ZONE 1, MABINI STREET TALISAY CITY, NEGROS OCCIDENTAL Telefax No. (034) 712-8404/712-0420 loc. 142 The Supplier's address for Notices is: _____
6.2	Delivery and Documents – For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: <i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered Carlos Hilado Memorial State College, Binalbagan Campus. In accordance with INCOTERMS."</i> <i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered at Carlos Hilado</i>

Memorial State College, Binalbagan Campus. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

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:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *MR. STEPHEN GENODEPA, Supply Officer.*

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI Schedule of Requirements:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *three (3) years*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *one (1) month* months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Insurance –</p>
10.4	<p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p>
10.5	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>
10.6	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in</p>

	<p>this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Not applicable
10.5	Payment using LC is not allowed.
11.3	The terms of payment : 30 days
13.4(c)	No further instructions
16.1	<p>The inspections and tests that will be conducted are:</p> <p>Inspection as to the Quality, Quantity, and Specifications of the items delivered.</p>
17.3	Six (6) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.
17.4	The period for correction of defects in the warranty period is fifteen (15) days
21.1	No additional provision.

SCHEDULE OF DELIVERY OF FEEDS

DELIVERY NO.	WEEK NO	MONTH	QTTY/ NO. OF BAGS	FEED TYPE
1ST	3RD WEEK	JUNE	204 BAGS AND 20 KLS	STARTER CRUMBLE
2ND	2ND WEEK	JULY	200	STARTER FLOATER
3RD	4TH WEEK	JULY	194 BAGS AND 22 KLS	STARTER FLOATER
4TH	1ST WEEK	AUGUST	200	GROWER FLOATER
5TH	3RD WEEK	AUGUST	300	GROWER FLOATER
6TH	2ND WEEK	SEPTEMBER	500	GROWER FLOATER
7th	3RD WEEK	SEPTEMBER	391 BAGS AND 8 KLS	GROWER FLOATER
8th	4TH WEEK	SEPTEMBER	500	FINISHER FLOATER
9th	1ST WEEK	OCTOBER	700	FINISHER FLOATER
10th	2ND WEEK	OCTOBER	700	FINISHER FLOATER
11th	3RD WEEK	OCTOBER	111 BAGS AND 14 KLS	FINISHER FLOATER

4,002 BAGS AND 14 KLS

Note:

1. Packing: 25 kls/bag
2. Feeds must be delivered according to schedule directly to the location of project/site in Hinoba-an, Negros Occidental

