



# Bids and Awards Committee

Republic of the Philippines  
Professional Regulation Commission –Cebu Regional Office  
HVG Arcade, Subangdaku, Mandaue City  
Tel. No.: 253-5330  
prc.cebucity@gmail.com



## Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is the <b>Professional Regulation Commission - Cebu Regional Office</b>
1.1 (i)	The Supplier is a licensed Security Agency
1.1 (j)	The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriations under the FY 2020 General Appropriations Act in the amount of <b>One million nine hundred sixty thousand four hundred fifty-five pesos and 55/100 centavos.</b>
1.1 (k)	The Project sites are defined in Section VI. Schedule of Requirements
4.1	<b>Compliance with applicable Labor Laws</b> Compliance with all the rights and benefits of the employees under Labor Code and applicable Wage Laws such as but not limited to: service incentive leave, rest days, overtime pay, 13 <sup>th</sup> month pay, contributions and remittances of SSS, PhilHealth, and PAG-IBIG shall be mandatory.
5.1	The Procuring Entity's address for Notices is:  Name                Professional Regulation Commission-Cebu Contact            Ms. Gina T. Emperado Position            OIC Regional Director Address            HVG Arcade, Subangdaku, Mandaue City Phone No.        (032)253-5330  The Supplier's address for Notices is:
6.2	<b>Delivery and Documents –</b> Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.
7	Subcontracting is not allowed
9	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A.
10.1	No further instructions.
10.2	No further instructions.
10.4	The currency of payment shall be in Philippine Peso.
13.1	No further instructions.
13.4	No further instructions.
13.4 (c)	No further instructions.
16.1	No further instructions.

ATTY. ROSELYN M. SORIA  
Chairman

ARMOND M. ENGLIS  
Vice-Chairperson

LUZ L. DIZON  
Member

CIRILA J. PATAAC  
Member

MEDA P. PENERA  
Member

### SECRETARIAT:

CORINNE B. LACERNA  
Secretary

NICELLE JEDD M. AVILA  
Member

SANVIE L. SENO  
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17.2	Any violation of this clause shall entitle the Procuring Entity to liquidated damages in the amount specified in Item No. 19 of this SCC.
17.3	Warranty period shall cover within the effectivity of the contract.  The Supplier shall inform the Procuring Entity the option taken whether the retention money of every progress or submission of bank guarantee.  The release of the special bank guarantee shall be within seven (7) days after the defect is corrected pursuant to a certification issued by the Administrative Division.
17.4 and 17.5	The period for the correction of defects is <i>immediately within non-extendible seven (7) days upon receipt of a written notice.</i>  Failure to remedy the defects will be subjected to Item No. 19 provision.
19.	The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion, if the value of the said portion is incapable of immediate pecuniary estimation. The Procuring Entity shall consider the bid price as the basis for the above rate, for every day of delay.  <b><u>However, in case of default on the part of the Contractor, the Procuring Entity shall be entitled to the maximum deduction of ten percent (10%) of the approved amount of contract.</u></b> Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies available.
20.4	In the case of a dispute between the Procuring Entity and the Supplier, it shall be resolved in accordance with Republic Act 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004.”
21.1	No further instructions
23.1 (c)	Termination of the existing contract on ground of failure of the winning Bidder to perform its obligation under the contract shall likewise be the basis for the declaration of <b>blacklisting</b> by the Bids and Awards Committee.
	<b><u>OVER-PAYMENT and OVER-PRICING</u></b>  <b><u>In the event a finding of overpricing and/or overpayment has been made by the appropriate authority, the contractor shall reimburse the Procuring Entity the amount declared as overpriced or overpaid.</u></b>

## ACKNOWLEDGEMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES (2020)

SIGNATURE OVER PRINTED NAME  
OF AUTHORIZED REPRESENTATIVE,  
DESIGNATION AND PRINTED NAME OF COMPANY