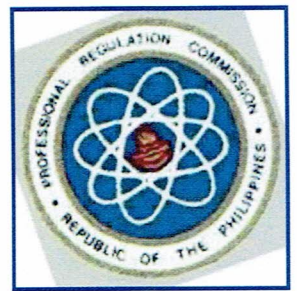




Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
Tuguegarao Regional Office
3 Dalan Na Pappabalo, Regional Government Center, Carig Sur Tuguegarao City
Tel. No.: 304-0701, 304-3703



Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is <i>the</i> PROFESSIONAL REGULATION COMMISSION-TUGUEGARAO REGIONAL OFFICE
1.1 (i)	The Supplier is _____
1.1 (j)	The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriations under the <i>FY 2018 General Appropriations Act</i> in the amount of SEVEN HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED TWENTY TWO pesos (₱764,322.00) being the Approved Budget for the Contract (ABC) for the 1 st year of the multi-year contract which covers the period from September 2018 to August 2021.
1.1 (k)	The Project site is Professional Regulation Commission-Tuguegarao Regional Office, #3, Dalan na Pappabalo, Regional Government Center, Carig Sur, Tuguegarao City
4.1	Compliance with applicable Labor Laws 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 th month pay, contributions and remittances of SSS, PhilHealth, and PAG-IBIG shall be mandatory.
5.1	The Procuring Entity's address for Notices is: <i>Name</i> <i>Professional Regulation Commission- Tuguegarao Regional office</i> <i>Contact</i> <i>John Rey P. Roaquin</i> <i>Position</i> <i>Head, BAC Secretariat</i> <i>Address</i> <i>#3, Dalan na Pappabalo, Regional Government Center</i> <i>Carig Sur, Tuguegarao City</i> <i>Phone No.</i> <i>(078) 304-0701; 304-3703</i> The Supplier's address for Notices is:
6.2	Delivery and Documents – For purposes of this Clause the procuring entity's representative shall at the project site in the PRC Tuguegarao Regional Office shall be the Regional Director.
7	Subcontracting shall not be allowed.
8.1	All bid prices for a duration of three (3) years shall be fixed and shall not be adjusted during contract implementation, except for the following: (a) Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding; (b) Increase in taxes; and (c) If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security guards or janitorial attendants, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.


JUAN G. ALILAM, JR.
Chairman


ALICE L. BACLIG
Vice-Chairperson

ATTY. JOSE BERNABE T. PAUIG
Member


JACK A. WASSIG
Member


ROWENA T. ANZIA
Member

SECRETARIAT:

JOHN REY P. ROAQUIN
Secretary

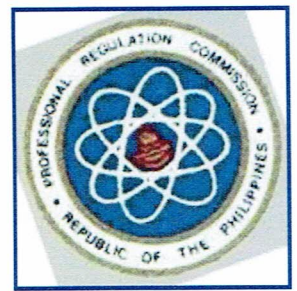
KRISTINA CASSANDRA A. CARAG
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MARK VINCENT J. GOCAL
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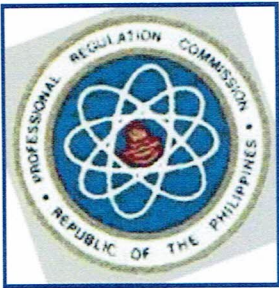
MARK VINCENT J. GOCAL
Member

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	<p>The service provider/contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.</p> <p>The performance criteria to be applied shall include, among others, the following: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.</p> <p>Before end of each year, the procuring entity shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed under Section VII. Technical Specifications.</p> <p>Based on its assessment, the procuring entity may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No.018-2004 dated 22 December 2004.</p>
13.4	No further instructions.
13.4 (c)	No further instructions.
16.1	The inspections and tests that will be conducted are: Spot inspections of the performance of the guards, their equipment and other essential security paraphernalia at any time as it is deemed necessary.
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	No further instructions.
17.4	No further instructions.
and 17.5	
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.



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	<u>However, in case of default on the part of the Contractor, the Procuring Entity shall be entitled to the maximum deduction herein as liquidated damages.</u> The maximum deduction shall be ten percent (10%) of the amount of contract. 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	<i>No further instructions</i>
23.1 (c)	<i>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 blacklisting by the Bids and Awards Committee.</i>
	<u>OVER-PAYMENT and OVER-PRICING</u> <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>

ACKNOWLEDGEMENT AND COMPLIANCE
WITH THE TERMS OF REFERENCE FOR
THE PROVISION OF SECURITY SERVICES

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