



Section V. Special Conditions of Contract

BIDS AND AWARDS COMMITTEE:

TERESITA MATA-MARAÑON
Chairperson

(on-leave)

ATTY. JOANNE P. GRADO
Vice-Chairperson

MARIA C. JADLOC
Member

KERCHNER AQUINO
Member

LYNN A. SARITA
Member

YVANNE ESPINA
Provisional Member

GIL B. FAJARDO
Provisional Member

SECRETARIAT:

ROSARIO R. BRILLANTES
Secretary

CLAUDIA A. SIATOCA
Member

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 found in Section IV.

The Special Conditions of Contract (SCC) 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 the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC 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 the GCC should be incorporated herein.




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GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of the goods and services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirement.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Mr. Arjen C. de los Santos, Supervising Administrative Officer.</i></p> <p>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 when mandated by law or under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR.</p> <p>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."</p>
2	Advance payment is not allowed. Payment shall be made on a monthly basis.
3	<p>Performance Securing Declaration (PSD), if used as alternative Performance Security</p> <ol style="list-style-type: none">Winning bidder shall submit a PSD within a maximum period of ten (10) calendar days from the receipt of Notice of Award prior to the signing of the Contract; andWinning bidder accepts that it will be automatically disqualified from the bidding for any procurement contract with any PE for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of Blacklisting Order if it has violated its obligations under the Contract; andWinning bidder understand that the PSD shall cease to be valid upon:<ol style="list-style-type: none">Issuance by the PE of the Certificate of Final Acceptance, subject to the following conditions:<ol style="list-style-type: none">PE has no claims filed against the contract awardee;PE has no claims for labor and materials filed against the contractor, andAt least satisfactory compliance of the contractReplacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the



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

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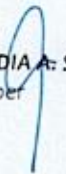

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	end-user.
4	No Further Instruction.
	<u>OVER-PAYMENT and OVER-PRICING</u> <u>In the event a finding of overpricing and/or overpayment has been made by the appropriate authority, the contractor shall reimburse the Procuring Entity the amount declared as overpriced or overpaid.</u>

**ACKNOWLEDGEMENT AND COMPLIANCE
WITH THE TERMS OF REFERENCE FOR THE
PROVISION OF SECURITY SERVICES FOR PRC REGIONAL OFFICE XI
FOR JANUARY 2022-DECEMBER 2024**

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