

Bids and Awards Committee

Republic of the Philippines
Professional Regulation Commission
Pine Lake View Building, No. 09 Otek St. corner Benjamin R. Salvosa Drive, Rizal
Monument Baguio City
Telephone Nos.: (074) 661-9105
Email: prcbaguio.regionalbac@gmail.com



SECTION V. SPECIAL CONDITION OF CONTRACT

ATTY. CRESENTE B. LUMEREZ
Chairman

WAYNE B. CRISPIN
Vice-Chairman

VIRGINIA N. MARTIN
Member

CHARITO A. MARQUEZ
Provisional Member

ATTY. HANNAH B. BAYENC
Provisional Member

SECRETARIAT:

NIÑO EMMANUELLE A. CELESTE
Secretary

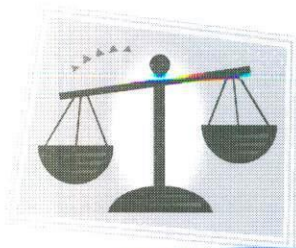
MARY JANE T. PORTE
Member

PHILIP JAY B. PAY-OEN
Member

IVY D. GAYON
Member

JASON ROMMEL L. LOPEZ
Member

GCC Clause	
1.1 (g)	The Procuring Entity is the Professional Regulation Commission Cordillera Administrative Region
1.1 (i)	The Supplier is _____:
1.1 (j)	The Funding Source is: The Government of the Philippines (GOP) through the Multi-Year Contractual Authority No. MYCA-BMB-B-21-0000002 dated January 19, 2021 with an Approved Budget for the Contract (ABC) in the amount ONE MILLION FOUR HUNDRED FIFTY-EIGHT THOUSAND PESOS (Php1,458,000.00) for the first year of multi-year contract (3 years contract from October 1, 2021 to September 30, 2024).
1.1 (k)	The Project sites are defined in Section VI. Schedule of Requirements
3.1	No further Instructions
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: <div><div>Name</div><div>Professional Regulation Commission Cordillera Administrative Region</div><div>Contact</div><div>ATTY. CRESENTE B. LUMEREZ</div><div>Position</div><div>RBAC Chairperson</div><div>Attention:</div><div>NIÑO EMMANUELLE A. CELESTE</div><div>Position</div><div>RBAC Secretary</div><div>Address</div><div>5th Floor, Pine Lake View Building, No. 09 Otek Street corner Benjamin R. Salvosa Drive, Rizal Monument, Baguio City</div><div>Phone No.</div><div>(074) 661 – 9105</div></div> The Supplier's address for Notices is: _____
6.2	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



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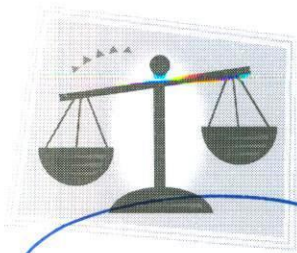
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9	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB 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.
10.5	"Payment using LC is not allowed".
11.3	"Maintain GCC clause".
13.1	No further instructions.
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 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	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 immediately within non-extendible seven (7) days upon receipt of a written notice. 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. <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 of ten percent (10%) of the approved 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.</u>
20.4	In the case of a dispute between the Procuring Entity and the Supplier, it shall be resolved in accordance with Republic Act



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	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 blacklisting by the Bids and Awards Committee.
	OVER-PAYMENT and OVER-PRICING In the event a finding of overpricing and/overpayment has been made by the appropriate authority, the contractor shall reimburse the Procuring Entity the amount declared as overpriced or overpaid.

ACKNOWLEDGMENT AND COMPLIANCE
WITH THE OF TERMS OF REFERENCE
FOR THE PROCUREMENT OF PRC
CORDILLERA ADMINISTRATIVE REGION (PRC CAR)
SECURITY SERVICES FOR THE YEAR 2021 – 2024

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