



# Bids and Awards Committee

Republic of the Philippines  
 Professional Regulation Commission  
 P. Paredes St., Sampaloc, Metro Manila  
 Facsimile: 5 310-0037 / email: bac@prc.gov.ph



## Section V. Special Conditions of Contract

### REGULAR MEMBERS:

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 Chairman

**OMAIMAH E. GANDAMRA**  
 Vice-Chairperson

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**CRISANTO L. DECENA**  
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**TEODORO V. MENDOZA II**  
 Provisional Member, Non-IT Projects

**RICHARD M. ARANIEGO**  
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GCC Clause	
1	<p>The Project Sites is:</p> <p><b>Professional Regulation Commission, P. Paredes St., Sampaloc Manila</b></p> <p><b>Delivery and Documents –</b></p> <p>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:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the goods 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>[indicate name(s)]</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 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>



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### 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 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

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.

### 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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions



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Any special handling instructions  
Any relevant HAZCHEM classifications

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.

### Transportation –

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.

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 this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

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 force majeure.

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.

### Intellectual Property Rights –



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	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.
2.2	<i>No further instruction</i>
3	<p><b>Performance Securing Declaration (PSD), if used as alternative Performance Security</b></p> <ul style="list-style-type: none"> <li>i. 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; and</li> <li>ii. Winning 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; and</li> <li>iii. Winning bidder understand that the PSD shall cease to be valid upon:             <ul style="list-style-type: none"> <li>1. issuance by the PE of the Certificate of Final Acceptance, subject to the following conditions:                 <ul style="list-style-type: none"> <li>a. PE has no claims filed against the contract awardee;</li> <li>b. PE has no claims for labor and materials filed against the contractor, and</li> <li>c. Other terms of the contract; or</li> </ul> </li> <li>2. replacement 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 end-user.</li> </ul> </li> </ul>
	<p><b><u>OVER-PAYMENT and OVER-PRICING</u></b></p> <p><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></p>



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## ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF SURGICAL MASK FOR CY 2021

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