



## Bids and Awards Committee

Republic of the Philippines  
Professional Regulation Commission  
P. Paredes St., Sampaloc, Metro Manila  
Tel./Fax: 310-0037



ARISTOCRESSO T. GESMUNDO  
Chairman

ARJAY R. ROSALES  
Vice-Chairman

MARIA LIZA M. HERNANDEZ  
Member

HENRIETTA P. NARVAEZ  
Member

MARIE JANE L. EDQUIO  
Member

KAREN M. MAGSALIN  
Provisional Member, Non-IT Projects

GREGORIO B. DELORDO  
Provisional Member, IT Projects

SECRETARIAT:

ROMEL B. RUIZ  
Secretary

MARGIERY D. DULIN  
Member

GLENN I. PAJARON  
Member

CHRISTOPHER A. MAYO  
Member

LIEZEL F. BURAGA  
Member

## Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is <b>Professional Regulation Commission</b> .
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 FY 2017 General Appropriations Act in the amount of Three Million One Hundred and Sixty Thousand Pesos (P3,160,000.00).
1.1 (k)	The Project sites are defined in Section VI. Schedule of Requirements
2.1	No further instructions.
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:  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Name</p> <p>Contact</p> <p>Position</p> <p>Address</p> <p>Phone No.</p> </div> <div style="width: 50%;"> <p>Professional Regulation Commission</p> <p>Hon. Teofilo S. Pilando, Jr.</p> <p>Chairman</p> <p>P. Paredes St., Sampaloc, Manila</p> <p>310-0037</p> </div> </div> <p>The Supplier's address for Notices is:</p>
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 shall not be allowed.
10.4	The currency of payment shall be in Philippine Peso.
10.5	"Payment using LC is not allowed."
11.3	"Maintain the GCC Clause."
13.4 (c)	No further instructions.
16.1	"None."
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.





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17.3	<i>If the Goods pertain to Expendable Supplies: Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</i> <i>If the Goods pertain to Non-expendable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered Goods.</i>
17.4 and 17.5	The period for correction of defects in the warranty period is <i>immediately within 7 days after the relevant time of delivery or discovery of said defects as provided by the schedule of requirements.</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>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.</b> 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	"No additional provision."
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>
	<b>OVER-PAYMENT and OVER-PRICING</b> <i>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.</i>

### ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE FOR THE PROCUREMENT OF 400 (ORIGINAL) CARTRIDGES KYOCERA TONNER KIT (2017)

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