

*Section V.*  
***SPECIAL CONDITIONS  
OF CONTRACT***

## Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is <b>NATIONAL COUNCIL ON DISABILITY AFFAIRS (NCDA)</b> .
1.1 (i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1 (j)	The Funding Source is from <b>the Government of the Philippines (GOP)</b> through Continuing Appropriation of General Appropriations Act of 2018 in the amount of <b>ONE MILLION FIVE HUNDRED FORTY-NINE THOUSAND PESOS ONLY (Php1,549,000.00)</b>
1.1 (k)	The Project Site is the DRDC Building, Isidora Street, Brgy. Holy Spirit, Quezon City
2.1	No further instructions.
5.1	<p>The Procuring Entity's addressee, address and contact person for Notices is:</p> <p><b>MS. MYRLA P. SEDENIO</b>  <b>Vice – Chairperson</b>  National Council on Disability Affairs  NCDA Building, Isidora Street, Brgy. Holy Spirit, Quezon City Telephone No.: 951-5925</p> <p><b>Contact Person:</b>  <b>Madeline Hilario – Icot and Alberto Villa</b>  BAC Secretariat  National Council on Disability Affairs  NCDA Building, Isidora Street, Brgy. Holy Spirit, Quezon City Telephone No.: 951-5925  Email Address: supply.ncda@gmail.com  Website: www.ncda.gov.ph</p>
6.2	<p><b>Delivery and Documents –</b></p> <p><i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered NCDA Building, Isidora Street, Brgy. Holy Spirit, Quezon City Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>(iii) Original Supplier's factory inspection report;</li> </ul>

- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *Madeline Hilario – Icot / Alberto Villa / Florita Bisco*

**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 of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) 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
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

	The spare parts required are listed in <b>Error! Reference source not found.</b> and the cost thereof are included in the Contract Price
10.4	'Not applicable''
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4 (c )	No further instructions.
16.1	The inspections and tests that will be conducted are as stated in Section VII. Technical Specifications.
17.3	<i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.  <i>If the Goods pertain to Non-expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is fifteen (15) days
21.1	No additional provision, however, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.