

Section V.

SPECIAL CONDITIONS OF CONTRACT

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GCC Clause	
1.1(g)	The PROCURING ENTITY is National Council on Disability Affairs (NCDA)
1.1(i)	The Supplier is [to be inserted at the time of contract award].
11.1(j)	The Funding Source is the GOP through General Appropriations Act in the amount of One Million Eight Hundred Eighty-Two Thousand Pesos Only (Php 1,882,000.00).
1.1(k)	The Project Site is located at NCDA Building and Disability Resource and Development Center (DRDC) Building, Isidora Street, Brgy. Holy Spirit, Quezon City.
5.1	<p>The PROCURING ENTITY's address for Notices is:</p> <p>National Council on Disability Affairs NCDA Building, Isidora Street, Brgy. Holy Spirit, Quezon City</p> <p>The Supplier's address for Notices is:</p> <hr style="border: 1px solid red;"/> <hr/>
6.2	<p>A. Additional requirements for the completion of this Contract. The winning bidder shall be responsible for the following:</p> <ol style="list-style-type: none"> 1. Payment shall be made upon submission of duly signed Statement of Account showing the gross amount earned and deductions made. 2. Entire Agreement: This Agreement and the attachments thereto constitute the entire existing agreement among the parties hereto, with respect to the subject matter hereof and shall supersede any and all prior agreements or undertakings between the parties hereto with respect to the subject matter hereof. No waiver or modifications of the terms of this Agreement shall be valid unless the same is in writing and signed by the parties herein. The agreement shall automatically be terminated on December 31, 2020 unless renewed or extended in writing by the NCDA. 3. The Contract price shall not be subject to any adjustment for the duration of the Contract, except as otherwise provided. 4. The terms and conditions of the contract shall be deemed modified by any applicable provisions of law in accordance with PADPAO Standards. 5. The NCDA shall not in any case be liable for any interest penalty neither for delayed payments nor to any loss or damage for reason beyond the Council's control such as force majeure. 6. On the commission of the following violations / deficiencies, the NCDA shall have the right to demand the removal of a guard from

	<p>deployment in the department premises, and under the same grounds recommend his/her termination, to wit;</p> <ul style="list-style-type: none"> a. Guard smoking while on duty. b. Guard reading newspaper and other unofficial reading materials while on duty. c. Guard sporting beard/moustache, non-regulation haircut, or not in proper uniform while on duty. d. Guard engaging in prolonged or unnecessary conversation with employees/visitors or over the phone/cellular phone while on duty. e. Abandonment of post. f. Found drunk, drinking intoxicating liquor or found under the influence of prohibited drug while on duty. g. Providing confidential information to unauthorized person(s). h. Apprehend for alarm, scandal or disorderly conduct within the premises of the Council on-or-off-duty. i. Being discourteous or failure to render appropriate respect to Council's official, employee and visitor, or to his superior within the Guard's organizational structure. j. Found sleeping on duty. k. Failure to report to duty without prior notice. l. Attending to unauthorized functions or activity/ies while on duty. <p>B. The SECURITY shall safeguard the procuring entity's property/ies from theft, pilferage, robbery, arson, and/or other unlawful acts of third persons, in accordance with the terms and conditions hereinafter set forth:</p> <ul style="list-style-type: none"> 1. The SECURITY shall post and maintain the safety and security in the premises of the client located at the NCDA Building and DRDC Building; protect the client's properties from theft, pilferage, robbery, arson and/or other unlawful acts by third persons or strangers, as well as the latter's official and employees against bodily harm and injury from strangers and third persons; 2. To post security personnel, everyday including Saturdays, Sundays and Holidays, as indicated in the "Schedule of Requirements" as of the effectivity date of this Contract attached in the Contract as Annex A and made an integral part hereof. 4. The SECURITY warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absence of the assigned security personnel, and to exercise the needed supervision over the work of its personnel, provided that no security personnel shall serve more than twelve (12) hours continuous duty in a day.
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5. The SECURITY shall closely monitor and check the security personnel's performance of their duties by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the Council.

6. There shall be no employer-employee relationship between the COUNCIL and the SECURITY personnel of the agency assigned to the client.

7. The COUNCIL shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the security personnel assigned by the agency including death resulting therefrom.

8. The SECURITY shall be exclusively responsible for the enforcement, compliance and observance of labor laws, pertinent rules and regulations governing employer-employee relationship, and other applicable laws, rules and regulations relating to the operations, management and conduct of security agencies.

9. The SECURITY shall protect the COUNCIL from any liability arising from non-observance of laws, rules and regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement or other laws, or as a result of this contract.

10. The SECURITY shall be responsible for any loss or damage that may be incurred upon the COUNCIL's properties within the guarded/secured compound of personal properties received a duly authorized officer of the agency and left in the custody of the security personnel, provided that such loss or damage occurred while in the performance of duty of the security personnel and provided further that the loss or damage is clearly established to be due to the negligence of the security personnel without the contributory negligence of the client.

11. Any unusual occurrence in the premises noted by the security personnel should be reported immediately in writing by the SECURITY to the COUNCIL within forty-eight (48) hours from its occurrence.

12. The loss or damage to property shall be brought to the attention of the SECURITY to the COUNCIL within forty-eight (48) hours from its occurrence or discovery and shall be immediately acted upon by the SECURITY.

13. The SECURITY shall indemnify the COUNCIL for any damage to the property or properties of the latter provided that it has been established after a completed and thorough investigation that said damage was the result of the act or omission, negligence or fault of the security personnel on duty.

14. The SECURITY shall provide at its expense the necessary and duly licensed firearms and ammunition, adequate communication equipment, i.e. Two-way Radio, and other equipment as may be necessary, for the use of its assigned security personnel.

	<p>The COUNCIL reserves the right to:</p> <ol style="list-style-type: none"> 1. Any security personnel who may be found and considered by the DEPARTMENT as undesirable shall be replaced by the SECURITY immediately upon receipt of the written request/notice from the DEPARTMENT. 2. The SECURITY through its assigned security personnel shall: <ol style="list-style-type: none"> a. Record all incoming equipment, supplies and materials, and all outgoing client's equipment, supplies, materials and properties; and keep on file copies of duly approved gate pass. A written report shall be furnished to the General Services Division within twenty-four (24) hours, if any property belonging to the client was brought out of the premises without a duly approved gate pass; b. Log-in all incoming and outgoing non-client's vehicles in their logbook. c. Allow visitors, researchers and inquirers in the office premises, only upon proper identification and after filling out the visitor's logbook. d. Record all trips of service vehicles and file one copy of each duly approved trip tickets. e. Report immediately any untoward incident occurring within the post assignment, during tours of duty to the General Services Division. f. Enforce and obey all orders/instructions/memoranda issued by the COUNCIL which are relevant to their duties and responsibilities.
9.1	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
10.4	Not applicable.
13.(c)	No further instructions
16.1	None
17.3	No further instructions.
17.4	No further instructions.
18.2	A delay by the Supplier in the Performance of its obligations and other synonymous incidents shall render the Supplier liable to the imposition of liquidated damages.
19	The applicable rate of the one tenth (1/10) of one (1) percent of the cost of the unperformed portion for everyday of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to

	GCC Clause 23, without prejudice to other courses of action and remedies open to it.
21.1	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.