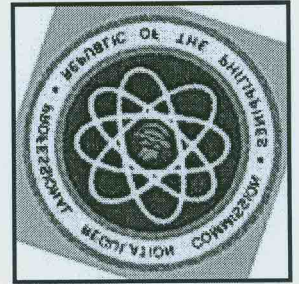





# Bids and Awards Committee

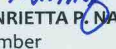
Republic of the Philippines  
Professional Regulation Commission  
P. Paredes St., Sampaloc, Metro Manila  
Tel.Fax: 310-0037

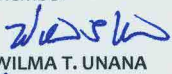


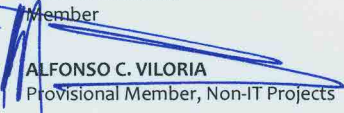
  
ARISTOGERSON T. GESMUNDO  
Chairman

ARJAY R. ROSALES  
Vice-Chairman

  
MARIALIZA M. HERNANDEZ  
Member

  
HENRIETTA P. NARVAEZ  
Member

  
WILMA T. UNANA  
Member

  
ALFONSO C. VILORIA  
Provisional Member, Non-IT Projects

GREGORIO B. DELORO  
Provisional Member, IT Projects

#### SECRETARIAT:

KAREN M. MAGSALIN  
Secretary

ATTY. VICTOR RICO P. LOPEZ  
Member

MARGIERY D. DULIN  
Member

GLENN I. PAJARON  
Member

CHRISTOPHER A. MAYO  
Member

LIEZEL F. BURAGA  
Member

## Section IV. General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

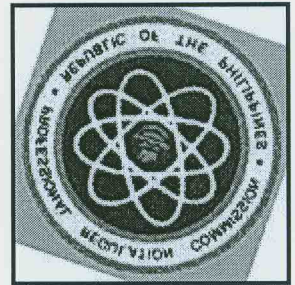
- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.





# Bids and Awards Committee

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



**ARISTO GERSON T. GESMUNDO**  
Chairman

**ARJAY R. ROSALES**  
Vice-Chairman

**MARIA LIZA M. HERNANDEZ**  
Member

**HENRIETTA P. NARVAEZ**  
Member

**WILMA T. UNANA**  
Member

**ALFONSO C. VILORIA**  
Provisional Member, Non-IT Projects

**GREGORIO B. DELLORO**  
Provisional Member, IT Projects

**SECRETARIAT:**

**KAREN M. MAGSALIN**  
Secretary

**ATTY. VICTOR RICO P. LOPEZ**  
Member

**MARGIERY D. DULIN**  
Member

**GLENN I. PAJARON**  
Member

**CHRISTOPHER A. MAYO**  
Member

**LIEZEL F. BURAGA**  
Member

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 The Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative

