



Republic of the Philippines  
Professional Regulation Commission  
**Bids and Awards Committee**  
**Central Office**

P. Paredes St., Sampaloc, Metro Manila  
Tel. Fax: 5-310-0037  
Email: bac@prc.gov.ph



**REGULAR MEMBERS:**

L. LOUIS P. VALERA  
Chairman

DEMOSTHENES N. MISTAL  
Vice-Chairman

JESPER P. PAQUITO  
Member

LAMA GRACE C. YANG-EO  
Member

CRISANTO L. DECENA  
Member

ROSEWYNDALUZ G. GASCON  
Member

**ALTERNATE MEMBERS:**

JANICE P. CASTELLANO  
Vice-Chairman

ALDRICH G. LUNAG  
Member

CARLA ANGELINE B. UJANO  
Member

OMAIMAH E. GANDAMRA  
Member

**PROVISIONAL MEMBER:**

DANNY MORRIS G. VALLEJOS  
Provisional Member, IT Projects

**SECRETARIAT:**

KYLIE KAUR M. DADO  
Secretary

DOLORES Y. DIMAANO  
Member

EMMANUEL B. ANDAYA  
Member

RINA V. GARCIA  
Member

ANNABELLE S. EUGENIO  
Member

ALYZA JOICE A. BAGADIONG  
Member

CHRISALYNN A. AGOS  
Member

JOHN LEONARD I. RELLOSA  
Member

WIL CHARLOTTE G. OLARTE  
Member

## Section IV. General Conditions of the Contract

### 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the Special Conditions of Contract (SCC).

### 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The



Republic of the Philippines  
Professional Regulation Commission  
**Bids and Awards Committee**  
**Central Office**

P. Paredes St., Sampaloc, Metro Manila  
Tel. Fax: 5-310-0037  
Email: bac@prc.gov.ph



**REGULAR MEMBERS:**

L. LOUIS P. VALERA  
Chairman

DEMOSTHENES N. MISTAL  
Vice-Chairman

JESPER P. PAQUITO  
Member

LAMA GRACE C. YANG-EO  
Member

CRISANTO L. DECENA  
Member

ROSEWYNDALUZ G. GASCON  
Member

**ALTERNATE MEMBERS:**

JANICE P. CASTELLANO  
Vice-Chairman

ALDRICH G. LUNAG  
Member

CARLA ANGELINE B. UJANO  
Member

OMAIMAH E. GANDAMRA  
Member

**PROVISIONAL MEMBER:**

DANNY MORRIS G. VALLEJOS  
Provisional Member, IT Projects

**SECRETARIAT:**

KYLIE KAUR M. DADO  
Secretary

DOLORES Y. DIMAANO  
Member

EMMANUEL B. ANDAYA  
Member

RINA V. GARCIA  
Member

ANNABELLE S. EUGENIO  
Member

ALYZA JOICE A. BAGADIONG  
Member

CHRISALYNN A. AGOS  
Member

JOHN LEONARD I. RELLOSA  
Member

WIL CHARLOTTE G. OLARTE  
Member

Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

**5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

**6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

**ACKNOWLEDGMENT AND COMPLIANCE WITH THE TERMS OF REFERENCE  
FOR THE LAPTOPS FOR PRC OFFICERS, OFFICIALS,  
AND ICTS PERSONNEL (2 LOTS)**

\_\_\_\_\_  
Signature Over Printed Name of Authorized Representative  
Designation: \_\_\_\_\_  
Name of the Company: \_\_\_\_\_