

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Funding Source is: Fund 184-142 The Government of the Philippines (GoP)
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7	Not applicable.
8	Not Applicable.
10	No further instructions.
12	The Authorized Representatives are as follows: For the Procuring Entity: Arlene A. Samaniego, MD Vice Chancellor for Administration, University of the Philippines-Manila For the Consultant: _____
15.1	The addresses are: Procuring Entity: University of the Philippines Manila Attention: Arlene A. Samaniego, MD Vice Chancellor for Administration Consultants: <i>[insert name of the Consultant]</i> Attention: <i>[insert name of the Consultant's authorized representative]</i> Address: _____ Facsimile: _____ Email Address: _____
15.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of facsimiles, within <i>Office Hours (8:00AM – 5:00PM)</i> following confirmed transmission; or (c) in the case of telegrams, within <i>Office Hours (8:00AM – 5:00PM)</i> following confirmed transmission.
18.3	<i>State here Consultant's account where payment may be made.</i> NOTE: Details of account to be filled out by winning consultant prior to contract signing.
19	No further instructions.
20	"No additional provision." or, if the Consultant is a joint venture, "All

	partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”
22	None.
24	The time period shall be <i>Ninety (90) Days</i> or such other time period as the parties may agree in writing.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows: <i>Refer to Terms of Reference</i>
38.1(d)	The Consultant’s actions requiring the Procuring Entity’s prior approval are: <i>Refer to Terms of Reference</i>
39.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel’s man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
42.1	No further instructions.
42.4.1(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is Three Million Five Hundred Thousand Pesos (Php3,500,000.00)
52.2	No further instructions.
53.2	No additional instructions.
53.4	Not Applicable
53.5(a)	Not Applicable
(c)	The interest rate is: 0%
55.68	No further instructions.