

*Section V. Special Conditions of
Contract*

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Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	<p>The Funding Source is</p> <p>The PROCURING ENTITY through its 2021 Corporate Operating Budget in the amount of _____.</p>
6	No further instructions.
7	<p>No further instructions</p> <p><i>(To be supplemented, if necessary, prior to contract execution)</i></p>
8	No further instructions
9.	<p>Further to Clause 9 of the GCC, the provisions of this SCC shall be submitted to the Office of the Government Corporate Counsel (OGCC) for its review prior to execution pursuant to Memorandum Circular No. 2018-02 issued by the Governance Commission for Government Owned and Controlled Corporations. Any and all comments of the OGCC as a result of its review shall be deemed incorporated in this SSC.</p>
10	No further instructions
11	No further instructions
12	<p>The following shall be the authorized representatives of the parties:</p> <p>For the PROCURING ENTITY:</p> <p>_____</p> <p>For the CONSULTANT:</p> <p>_____</p> <p><i>(To be filled in prior to the contract execution)</i></p>
15.1	Any notice, request, report, and such other matters related to this Contract which are required or permitted to be given hereunder shall be in writing



	<p>and shall be personally delivered or transmitted by registered mail with postage prepaid to the parties as follows:</p> <p style="text-align: center;">To the PROCURING ENTITY :</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">To the CONSULTANT :</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p><i>(To be filled in prior to contract execution)</i></p>
15.2	Notice thru personal delivery or registered mail with postage prepaid shall be deemed effective upon delivery.
16	<p>The CONSULTANT represents and warrants that: (1) it is duly registered and licensed to do business in the Philippines, validly existing and in good standing under the laws of the Philippines in which the conduct of its business requires it to qualify, and has all requisite power and authority to carry on its business as now conducted, (2) its representative has full legal power to sign, execute and deliver the Project, and that it will comply, perform, and observe the terms and conditions hereof, (3) it has the professional expertise and knowledge to render the services herein required, (4) it possesses all the qualifications required in the Terms of Reference, (5) its Team Leader has the qualifications, expertise, and experience for the services herein required, (6) the members of the Project Team also possess the requisite qualification, experience, and knowledge for this project, (7) this Contract, when executed and delivered, will be legal, valid, and enforceable, and (8) it is free and clear of all tax liabilities to the government pursuant to Executive Order No. 398, Series of 2005. Further, it binds itself to pay taxes in full and on time; and that its failure to do so shall entitle the PROCURING ENTITY to suspend payment for any and services rendered by the CONSULTANT. Towards this, the CONSULTANT shall regularly present to the PROCURING ENTITY its tax clearance from the Bureau of Internal Revenue (BIR), as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.</p>
17	<p>The CONSULTANT agrees and acknowledges that the services covered by this Project may expose the CONSULTANT to confidential information and that any disclosure of such information may subject the PROCURING ENTITY to financial, material and operational loss. Therefore, the</p>

CONSULTANT hereby agrees as follows:

1. The **CONSULTANT** shall protect all confidential information which the **PROCURING ENTITY** provides to it (whether orally, in writing or in any other form) using the same standards as the **CONSULTANT** applies to its own comparable confidential information, but in no event less than reasonable measures, and subject to the implementation of appropriate technical, physical, and organizational/administrative measures to protect personal data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure, or access.
2. The **CONSULTANT**, or any of its employees, agents, or representatives, shall not, either during the term of this Contract or at anytime thereafter, reveal, disclose, or furnish, in any manner, to any person, firm or corporation any information, document, method, design, or material relating to the **PROCURING ENTITY**, or which otherwise are in the **PROCURING ENTITY's** possession or custody, which the **CONSULTANT** or other members of its work staff/team, or its employees, agents, or representatives may have acquired or which came to its/ their knowledge or possession by reason of this Contract.

If any of the **CONSULTANT's** employees, agents, or representatives, who has previously rendered services to the **PROCURING ENTITY**, resigned or disengaged from the **CONSULTANT** during the subsistence of this contract, the **CONSULTANT** must inform the **PROCURING ENTITY** of such fact within five (5) calendar days from resignation or disengagement of said employee, agent, or representative. The terms of confidentiality shall apply and bind the resigned or disengaged employee, agents, or representatives of the **CONSULTANT** who have acquired confidential information by reason of their previous relation with the **CONSULTANT**. The **CONSULTANT** shall be liable for damages or injury to the **PROCURING ENTITY** resulting from disclosure by them of such information, document, method, design, or material.

3. The **CONSULTANT** shall comply with the provisions of the Data Privacy Act, its Implementing Rules and Regulations and circulars issued by the National Privacy Commission pertaining to the processing and retention of personal information subject of this Project, as may be applicable. The **CONSULTANT** is strictly prohibited from accessing the records, making photocopies thereof, or transferring/allowing third parties access thereto without the prior written permission or instruction from the **PROCURING ENTITY**.
4. The **CONSULTANT** shall be liable for any disclosure of confidential information by its employees, agents, or representatives and other

violations under the Data Privacy and Bank Secrecy Laws, without prejudice to other legal remedies available to the **PROCURING ENTITY**.

5. All data and information related to the Project furnished by the **PROCURING ENTITY** to the **CONSULTANT** shall be treated with strict confidentiality and shall be returned to the **PROCURING ENTITY** upon completion of the works without need of demand. The same shall not be released to third parties without the written consent of the **PROCURING ENTITY**.
6. The **CONSULTANT** agrees to assume sole responsibility and hereby undertakes to indemnify the **PROCURING ENTITY**, for any damage, which the **PROCURING ENTITY** may sustain by reason of breach of any of the above conditions.
7. Nothing in this Contract shall be deemed to limit or restrict the rights of the **PROCURING ENTITY** to assert any claim for violation/infringement of patent, copyright, trade secrets or other intellectual property rights against the **CONSULTANT**.

The **CONSULTANT** and its project staff may be required by the **PROCURING ENTITY** to sign a confidentiality or non-disclosure agreement.

18 In consideration of the services to be performed by the **CONSULTANT** to the **PROCURING ENTITY**, as well as the **CONSULTANT**'s compliance with all the terms and conditions of this Project, the **PROCURING ENTITY** agrees to pay the **CONSULTANT** the amount of _____ (**Php** _____), Philippine currency, inclusive of all applicable taxes (EVAT and all other related taxes) and other government mandated fees and other applicable fees and charges, for the execution and completion of the Project, including the materials, equipment, operational expenses, and the remedying of any defects therein.

The billing and payment shall be made through progress billing. Each and every payment herein specified shall be net of any and all amounts required by law or this Contract to be retained by the **PROCURING ENTITY** or paid by or charged against the **CONSULTANT** under the terms of this Project. Payment shall be made according to the following schedule:

DELIVERABLES	TIMELINE	% of the CONTRACT Amount
1. Submission of survey work plan (with timetable), methodology and questionnaire (with PDIC's inputs)	Within one week from date of receipt of the Notice to Proceed (NTP)	5% of Contract Amount
2. Conduct of Pilot Survey and Submission	Within two	20% of Contract

	of Report on Results of Pilot Survey	weeks from the Procuring Entity's notice of the approval off the work plan	Amount
3.	Submission of Final survey work plan and Questionnaire , including major dialects spoken in the areas of targeted sample respondents		
4.	Conduct of Survey among targeted sample respondents	Within three weeks from submission of the results on Pilot Survey	35% of Contract Amount
5.	Submission of Initial Report on survey results (hard & soft copies), including the collated and analyzed data per agreed demographics and variables	Within two weeks from submission of the results on the Pilot Survey	
6.	<p>Presentation to PDIC's top management of the following:</p> <ul style="list-style-type: none"> • Current level of awareness, compared with the results of the 1st PDIC's nationwide public awareness survey in 2019. • Perception of PDIC's reputation as a government financial institution • Sources and channels of information on PDIC and deposit insurance and savings behavior 	Within two weeks after review by the Procuring Entity of the Initial Report on Survey Results	20% of Contract Amount
7.	Based on insights from the survey result, submission of recommendations on strategies critical to the implementation by PDIC of its public awareness and communications programs.		
8.	<p>Submission of Final Report (hard and soft copies) including the following:</p> <p>a) Final collated and analyzed data per agreed demographics and variables;</p> <p>b) Recommendations; and</p> <p>c) Master file</p>	Within one week after presentation to the Procuring Entity's President/Board	20% of Contract Amount
<p>Payment shall be made by the PROCURING ENTITY not later than seven (7) working days from receipt of the billing statement, and after issuance by the PROCURING ENTITY of the certificate of completion of the corresponding set of tasks/works/milestone. Completion shall be understood to mean compliance by the CONSULTANT of all of the standards/requirements set by the PROCURING ENTITY for the Project. For purposes of this provision, the CONSULTANT hereby acknowledges that the PROCURING ENTITY shall be the final arbiter on the acceptability and sufficiency of the CONSULTANT's deliverables and completed outputs.</p> <p>All payments made under this Project shall be subject to the PROCURING ENTITY's and government accounting rules and regulations which shall</p>			

	<p>include, among others, the Commission on Audit (COA) Circular No. 2012-001 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government) and any amendment thereof.</p> <p>Notwithstanding the issuance of the corresponding certificate of completion mentioned above, no progress payment shall be construed as a waiver or relinquishment of the right of the PROCURING ENTITY to demand the return of any of the payments made by the PROCURING ENTITY to the CONSULTANT by reason of the latter's failure to correct, repair, or remedy any defect discovered and/or which become apparent during the progress of work on the Project or in the event that the CONSULTANT violates or breaches any of the terms and conditions of this Contract.</p> <p>The PROCURING ENTITY, at no additional cost to it, has the option to amend or modify the schedule provided above.</p>
18.3	Details of the Consultant's account where payment may be made shall be filled out by winning consultant prior to contract signing.
19	No further instructions
20	<p>The CONSULTANT shall save and hold the PROCURING ENTITY and/or its officials, employees, or agents free and harmless from any and all liabilities, suits, actions, demands for damages arising from death or injuries to persons, properties, or any loss resulting from or caused by any of its personnel or staff, directly or indirectly, incidental to or in connection with the performance of the services under the contract.</p> <p>Further, the CONSULTANT agrees to indemnify the PROCURING ENTITY against any and all loss, injury or damage either to person or property which the PROCURING ENTITY may suffer by reason of the willful misconduct, unlawful or negligent act or omission of the CONSULTANT or any of its personnel or representative.</p> <p>The indemnity required herein shall be in addition with the other remedies and sanctions which the PROCURING ENTITY may exercise under the contract, pertinent laws, rules, and regulations.</p>
22	None
23 & 24	<p>The CONSULTANT shall completely deliver and perform all items of work under this Contract and promptly submit all the corresponding deliverables within the aggregate period of twelve (12) weeks from receipt by the CONSULTANT from the PROCURING ENTITY of the Notice to Proceed.</p> <p>The period referred to herein shall exclude (i) the period during which an output/deliverable is submitted by the CONSULTANT to the PROCURING</p>

	<p>ENTITY for consideration and approval, and (ii) the period during which the CONSULTANT shall implement the revisions required by the PROCURING ENTITY on a previously submitted and approved output/deliverable, which period shall in no case exceed fifteen (15) calendar days from the date of receipt of the notice of revision from the PROCURING ENTITY.</p> <p>The PROCURING ENTITY, at no additional cost to it, has the option to amend or modify the Project/Contract Duration.</p> <p>The Project/Contract Duration may correspondingly be extended by the PROCURING ENTITY for such period called for by any extension or modification of the Project/Contract Duration under the same terms, with no additional consideration on the part of the PROCURING ENTITY.</p>
26 & 27	<p>Further to Clauses 26 & 27 of the GCC, the CONSULTANT shall, in the event that violates or breaches any of the terms and conditions of this Contract, which includes neglecting to perform and deliver within the prescribed period any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner, shall be liable in any or all of the following consequences of default:</p> <ul style="list-style-type: none"> a. Forfeiture of Performance Security - The performance security shall be forfeited in favor of the PROCURING ENTITY in the event that the CONSULTANT is in default or breach of its obligations under the contract and shall answer for any loss, damage or injury caused to the Procuring Entity as a result of the willful, unlawful or negligent act or omission of the Supplier or any of the Supplier's representative. b. Liquidated Damages and Penalties - The CONSULTANT shall, without need of demand, be liable for damages for such default and shall pay the PROCURING ENTITY liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay or breach. In the event that the total sum of liquidated damages or the total cost to the PROCURING ENTITY of any such delay or inability by the CONSULTANT to deliver its obligations reaches 10% of the contract price, the PROCURING ENTITY may, at its option, (i) proceed to terminate the contract in accordance with the procedures laid down in Annex I of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, or (ii) allow the Supplier to continue and complete the Project subject to continuous accrual and imposition of liquidated damages at the rate herein prescribed until such services

are finally delivered and accepted by the Procuring Entity.

The **PROCURING ENTITY** need not prove that it has incurred actual damages to be entitled to remedies above provided. Furthermore, the Procuring Entity reserves the right to deduct any and all of the damages/penalties from any money due or payments which may become due to the **CONSULTANT** under the terms of the contract and/or from the securities/warranties filed/submitted by the **CONSULTANT** as the **PROCURING ENTITY** may deem convenient and expeditious under the prevailing circumstances.

- c. Stoppage of Work/Payment - The **PROCURING ENTITY** shall have the right to stop, in whole or in part, any of the work or payment due under the Project in the event of default on the part of the **CONSULTANT** perform its obligations under the Contract.
- d. Take-over of Contract - The **PROCURING ENTITY** shall have the right to procure/engage, upon such terms and manners as the **PROCURING ENTITY** shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **CONSULTANT** pursuant to the provisions of the IRR of R.A No. 9184. Any expenses that may be incurred to engage another **CONSULTANT** shall be for the exclusive account of the **CONSULTANT**. The **CONSULTANT** shall likewise be liable to pay for all the incremental expenses that the **PROCURING ENTITY** may incur to fully complete the Project.
- e. Termination of Contract - In the event that such delay, default, failure or refusal to deliver or perform any or all of the goods or services within the limit prescribed herein, including with any extension thereof granted, if any, the **PROCURING ENTITY** shall have the right to terminate the contract, subject to provisions of Annex I of the IRR of R.A No. 9184.

Upon the commencement of the termination, the **CONSULTANT** shall stop the work immediately, in case no prior work stoppage has been issued by the **PROCURING ENTITY** against the **CONSULTANT**. The **CONSULTANT** shall also turn over all documents/records which came to its possession by reason of the contract.

- f. Blacklisting of the **CONSULTANT** - Upon termination of the contract due to default of the **CONSULTANT**, the **PROCURING ENTITY** shall have the right to issue a Blacklisting Order disqualifying the **CONSULTANT** from participating in the bidding of all government projects during the period of

	<p>suspension.</p> <p>g. Non-exclusivity - The sanctions and remedies mentioned herein shall be understood to be without prejudice to other rights that the PROCURING ENTITY may exercise under the contract, pertinent laws, rules, and regulations.</p>
30	<p>Further to GCC Clause 30, the CONSULTANT shall, upon termination of this Contract, stop the work immediately, in case no prior work stoppage has been issued by the PROCURING ENTITY against the CONSULTANT. The CONSULTANT shall, without need of any demand, also turn over all documents/records, including other accountabilities, which came to its possession by reason of the Project.</p>
32	<p>No further instructions</p>
34	<p>Any dispute or difference of any kind whatsoever shall arise between the PROCURING ENTITY and the CONSULTANT in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>If after thirty (30) calendar days, the parties have failed to resolve their dispute or difference by mutual consultation, then either the PROCURING ENTITY or the CONSULTANT may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute or difference in respect of which a notice to commence arbitration has been given in accordance with this Clause shall be settled by the arbitration. Arbitration may be commenced prior to or after the delivery of the Goods/Services under this Contract.</p> <p>In the case of a dispute between the PROCURING ENTITY and the CONSULTANT, the dispute shall be resolve in accordance with Republic Act 9285 (RA 9285), otherwise known as the "Alternative Dispute Resolution Act of 2004".</p> <p>Notwithstanding any reference to arbitration herein, the parties shall perform their respective obligations under the Contract unless they otherwise agree; and the PROCURING ENTITY shall pay the CONSULTANT any monies due the CONSULTANT.</p> <p>In the event that the PROCURING ENTITY is compelled to commence arbitration to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%)</p>

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	and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration, whichever is higher, aside from the costs of arbitration and other expenses incidental thereto.
35	<p>Further to Clause 35 of the GCC, the CONSULTANT shall, upon completion/termination of this Contract, properly turn over to the PROCURING ENTITY, all printed and electronic documents, files, books, and records, including other accountabilities which came into the possession of the CONSULTANT by reason of this Contract, without need of any demand.</p> <p>The ownership of all data and reports gathered by the CONSULTANT as a result of its engagement herein shall exclusively be vested with the PROCURING ENTITY.</p> <p>Nothing herein shall be deemed to limit or restrict the rights of the PROCURING ENTITY to assert any claim for violation/infringement of patent, copyright, trade secrets or other intellectual property rights against the CONSULTANT.</p>
37 & 40	<p>Further to Clauses 37 & 40 of the GCC, the PROCURING ENTITY may provide the CONSULTANT with a work area at the PROCURING ENTITY's premises throughout the duration of this Contract. However, activities in the PROCURING ENTITY's premises shall be conducted only from 8:00 a.m. to 5:00 p.m., Monday to Friday, except legally declared holidays. Unless warranted by the circumstances and properly coordinated with and authorized by the PROCURING ENTITY, no overtime work shall be permitted within the PROCURING ENTITY's premises.</p> <p>Notwithstanding this, all the activities herein required shall be completed by the CONSULTANT within the allotted/prescribed period of twelve (12) weeks from receipt of the Notice to Proceed.</p>
39.5	<p>Further to Clause 39.5 of the GCC, the services herein required shall be carried out by the professional staff of the CONSULTANT, hereinafter called the "Project Team" to be composed by the following:</p> <p style="margin-left: 40px;">Team Leader:</p> <p style="margin-left: 40px;">Team Members:</p> <p>The CONSULTANT shall always ensure that the team leader and other members of the Project Team performing the services have the required</p>



	<p>qualifications and experience as specified in the Terms of Reference.</p> <p>If any member of the Project Team resigns, is discharged or is withdrawn from the service by the CONSULTANT, the CONSULTANT shall immediately inform the PROCURING ENTITY of such fact, and undertake to make available, as soon as possible and without additional cost to the PROCURING ENTITY, a suitable replacement of equivalent or better qualifications acceptable to the PROCURING ENTITY. In like manner, the CONSULTANT shall replace any of its personnel found by the PROCURING ENTITY to be unqualified, incompetent, or undesirable.</p>
42	<p>Further to Clause 42 of the GCC, the performance security posted in favor of the PROCURING ENTITY must be valid, sufficient, and effective for the entire Contract/Project Duration, inclusive of change order/extra work order/variation order, if any. The CONSULTANT shall cause the extension of the validity of the performance security and its sufficiency to cover the approved contract time extension, if any, until the issuance by the PROCURING ENTITY of the certificate of completion of the Project. The CONSULTANT shall furnish the PROCURING ENTITY with the corresponding proof thereof prior to the commencement of the contract time extension/change order/extra work/variation order, as the case may be.</p> <p>The CONSULTANT shall cause the extension of the validity of the performance security to cover the approved contract time extension, if any, and furnish the PROCURING ENTITY with the corresponding proof thereof.</p> <p>In the event that the performance security posted by the CONSULTANT would be deemed inadequate, unacceptable, or otherwise rendered unenforceable or invalid at any time prior to the issuance of the certificate of full completion, the PROCURING ENTITY shall have the right to require the CONSULTANT, and the CONSULTANT shall have the obligation, to post another performance security in the form and amount determined by the PROCURING ENTITY and allowed under existing laws and regulations.</p> <p>If the performance security falls below the minimum amount required at any time prior to the issuance of the certificate of full completion, the CONSULTANT shall post additional performance security to bring it to the required level.</p> <p>The performance security shall answer for any damage that the PROCURING ENTITY may suffer by reason of the CONSULTANT's default of any of its obligations and/or breach of the terms and conditions of this Contract and shall likewise guarantee payment for any loss, damage, or injury that may be caused by the CONSULTANT to the PROCURING ENTITY, its employees and guests. Any changes made in this Contract shall in no way annul, release or affect the liability of the CONSULTANT and the performance security.</p>

	<p>The performance security shall only be released upon the PROCURING ENTITY's issuance of the certificate of full completion, which certificate shall be issued only after the CONSULTANT's full and faithful performance of its obligations under this Contract, and subject to the following conditions:</p> <ul style="list-style-type: none"> • The PROCURING ENTITY has no claim against the CONSULTANT or the surety company; • The PROCURING ENTITY has no claim for labor and materials against the CONSULTANT; and • The CONSULTANT has faithfully and completely performed its obligations under this Project. <p>The PROCURING ENTITY is hereby given a lien upon any and all monies or other properties of the CONSULTANT, which are in the PROCURING ENTITY's possession or with any third party acting on behalf of the PROCURING ENTITY, including without limitation to those left with the PROCURING ENTITY by or for the account of the CONSULTANT. The PROCURING ENTITY is given the right to retain the same to guarantee the payment or performance of any and all liability of the CONSULTANT under this Project, contingent or otherwise, which the PROCURING ENTITY may be held jointly or solidarily liable.</p>
42.1	No further instructions
43	No further instructions
46	<p>The Project aims to provide the PROCURING ENTITY with the needed expertise, experience, and knowledge in the conduct a nationwide survey to measure public awareness on the PROCURING ENTITY and deposit insurance, and public perception of the PROCURING ENTITY's reputation as a government financial institution, and report the results.</p> <p>Towards this, the CONSULTANT agrees to fully and faithfully perform, undertake, accomplish, and deliver, to the satisfaction of the PROCURING ENTITY, the following services relative to the Project:</p> <ol style="list-style-type: none"> 1. Develop and present to PROCURING ENTITY its proposed work plan and survey methodology; 2. Implement the work plan and methodology as approved by the PROCURING ENTITY; 3. Undertake pilot the survey questionnaire to the respondents; 4. Submission of the final questionnaire and survey work plan as

approved by the **PROCURING ENTITY**;

5. Conduct of the survey;
6. Submit and present final report in narrative format to the **PROCURING ENTITY's** Management/Board. The report shall be in both soft and hard copies;
7. Based on insights from the survey results, provide recommendations on strategies critical to the implementation by the **PROCURING ENTITY** of its public awareness and communications programs;
8. Provide the **PROCURING ENTITY** with multimedia master files of the results/data which should be compatible with and extractable using MS Office applications; and
9. Render any and all assistance necessary towards the successful implementation of the Project.

The target number of respondents must be at least 1,500 respondents. The demographics/data of survey respondents should consider, but not be limited to, the following: age, gender, income bracket, and region. The said variables should approximate the results of the most recent PSA-administered national census.

The methodology will involve a random, multi-stage sampling for 1,500 respondents in the National Capital Region, North and Central Luzon, South Luzon, Visayas, and Mindanao; and the survey questionnaires will be administered through a face-to-face interview with respondents. Should strict community quarantines and health protocols be imposed by the National Government during the conduct of the survey in any of the locations which will be identified/included in the survey, phone or video call/virtual interviews may be considered in lieu of face-to-face interview. Any change in methodology would require the prior consent of the Procuring Entity, the amendment of the contract, and the possible downward adjustment of the fees payable to the Consultant. Provided that such change in methodology shall not incur additional or extra cost to the Procuring Entity.

For the additional requirements of the Project, refer to Section ____ Terms of Reference of the Philippine Bidding Documents posted for the Project.

47	<p>Further to Clause 47 of the GCC, the performance of the CONSULTANT and the Project Team related to the services shall be evaluated by the PROCURING ENTITY, through its Corporate Affairs Group (CAG).</p> <p>From time to time and/or whenever necessary, the PROCURING ENTITY, through its CAG, shall conduct a review of the activities or call for meetings in connection with the services of the CONSULTANT and the Project Team for the purpose of determining compliance with its obligations under this Contract.</p>
50	<p>The CONSULTANT shall not subcontract, in whole or in part, the work or services required to be performed under this Contract without the prior written consent of the PROCURING ENTITY.</p>
52.1	<p>The total ceiling amount in Philippine Pesos is <i>[insert amount]</i>.</p> <p>NOTE: The contract amount is to be filled out prior to contract signing.</p>
52.2	<p>No further instructions</p>
53.2	<p>No further instructions</p>
53.4	<p>The contract price shall be inclusive of all applicable taxes (EVAT and all other related taxes) and other government mandated fees and other applicable fees and charges, for the execution and completion of the Project, including the materials, equipment, and operational expenses, and the remedying of any defects therein.</p>
55.6	<p>No further instructions</p>