

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity <i>Trade and Investment Development Corporation of the Philippines</i> .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through the 2018 Corporate Operating Budget of TIDCORP approved by the TIDCORP Board of Directors in the amount of ONE MILLION ONE HUNDRED THOUSAND PESOS (PhP1,100,000.00) .
1.1(k)	Not applicable.
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="text-align: center;"><i>Trade and Investment Development Corporation of the Philippines</i> <i>17/F Citibank Tower, Citibank Plaza, Valero St., Makati City</i></p> <p>Attention: MILAGROS M. BAET VP and OIC Administration Unit Tel No. (02) 885-4700 loc. 711, Fax No. (02) 893-4480 Email address: mmbaet@philexim.gov.ph</p> <p>The Supplier's address for Notices is:</p> <p>_____</p> <p>_____</p> <p><i>(Insert address including, name of contact, fax and telephone number)</i></p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at TIDCORP's office at Citibank Tower, Valero Street, Salcedo Village Makati City. Risk and title will pass from the Supplier to the</p>

	<p>Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier’s factory inspection report; (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site. <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> (a) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p> <p>Insurance –</p>
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Handwritten signatures and initials in blue ink, including "JMT" and "SMT".

	The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.
10.4	The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	<i>Specify additional conditions, if any, that must be met prior to the release of the performance security, otherwise, state "No further instructions".</i>
16.1	The inspections and tests that will be conducted are: <i>Pre-acceptance inspection/testing for Compliance with Technical Specifications.</i>
17.3	Three (3) years after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is <i>not more than three (3) days from receipt of notice from Procuring Entity.</i>
21.1	No additional provision.

A collection of handwritten blue ink marks, including the letters 'A', 'PUNOT', 'MUT', and several illegible signatures or initials.