

SECTION V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <u>NATIONAL HOME MORTGAGE FINANCE CORPORATION</u> (hereinafter referred to as “NHMFC” for brevity)
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.
1.1(k)	The Project Site is at National Home Mortgage Finance Corporation.
5.1	The National Home Mortgage Finance Corporation’s address for Notices is 4 th Floor, Filomena Building III, 104 Amorsolo Street, Legaspi Village, Makati City at Telephone Nos. 8931501 Local 367/386 (c/o The BAC Secretariat). The Supplier’s address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>
6.2	Please refer to the Terms of Reference.
9	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A.
10.1	No further instructions.
10.4	No further instructions.
13.1	No further instructions.
13.4	No further instructions.
13.4(c)	No further instructions.
16.1	None.
17.3	Three (3) months after acceptance by the NHMFC of the

	delivered Goods or after the Goods are consumed, whichever is earlier.
17.4 and 17.5	NHMFC has the right to require the winning bidder to replace any of its personnel due to unsatisfactory performance and other causes which NHMFC may deem necessary any time during the duration of the contract. The winning Bidder must replace the personnel concerned within one (1) week from notice.
19.1	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
20.4	In the case of a dispute between the NHMFC and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”.
21.1	“No additional provision.”