

Section 9  
**AUTHORITY TO ENTER INTO AGREEMENT**

The **CONTRACTOR** shall neither have the right nor the authority to enter into agreements on behalf of PCW in any manner and pledge credit on its behalf in any way.

Section 10  
**OWNERSHIP OF OUTPUTS**

The outputs realized, produced, and submitted by the **CONTRACTOR** shall be owned and used solely by the PCW. It shall not be used for the benefit of any other party without the written permission of the PCW.

Section 11  
**WARRANTY**

The **CONTRACTOR** shall perform their liability as prescribed in Section 62 of RA 9184 Implementing Rules and Regulations. It shall be required to post a **warranty security**. The warranty shall be denominated in Philippine Pesos, **remain effective for one (1) year from the date of issuance of the Certificate of Final Acceptance** by the PCW, and returned only after the lapse of the said one (1)-year period.

Section 12  
**INSURANCE GUARANTEE**

The **CONTRACTOR** is responsible for the personal life/accident insurance of its staff members assigned/deployed for this Contract-Agreement and frees PCW from any liability or obligation in case of untoward incidents that they may experience in the course of the performance of their duties and responsibilities, and in all circumstances while working on this engagement.

Section 13  
**ATTACHMENTS TO THE CONTRACT**

The following documents attached herein shall form part of the agreement;

- i. Annex "A" – Invitation For Negotiated Procurement – Two Failed Competitive Public Biddings;
- ii. Annex "B" – Schedule of Requirements and Technical Specifications;
- iii. Annex "C" – Terms of Reference;
- iv. Annex "D" – **CONTRACTOR's** bid including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Contractor's bidding envelopes as annexes;
- v. Annex "E" – Supplemental Bid Bulletin No. 1 issued on 14 June 2017;
- vi. Annex "F" – Abstract of Bids and Post-Qualification Evaluation Report;
- vii. Annex "G" – BAC Resolution No. 2017-07-006;
- viii. Annex "H" – Notice of Award of Contract with the Contractor's conforme thereto;
- ix. Annex "I" – Performance Security;
- x. Annex "J" – Notice to Proceed; and
- xi. Annex "K" – Other contract documents that may be required by existing laws and/or PCW

  
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