

# ***Section V. Special Conditions of Contract***

## **Notes on the Special Conditions of Contract**

Similar to the BDS in Section III, the Clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of Section V complement the GCC included in Section IV, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Services purchased. In preparing Section V, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

# Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP)</p>
6.2 (b)	<p>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.</p>
7	Not applicable.
8	<p>The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in GCC Clause 8.</p>
10	No further instructions.
12	<p>The Authorized Representative are as follows:</p> <p>For the Procuring Entity : <u>AR. MARIA RALLAH E. VILLASECA</u> Project Head</p> <p>For the Consultant: _____</p> <p><b>NOTE:</b> Name of authorized representative to be filled out by winning consultant prior to contract signing.</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: <u>USTP</u> Attention: <u>AR. MARIA RALLAH E. VILLASECA</u></p> <p>Address: <u>Procurement Services, 2<sup>nd</sup> Level, Gymnasium Lobby, USTP CDO, C.M. Recto Avenue, Lapasan, Cagayan de Oro City</u> Facsimile : 856-1739 Email Address: <u>bacsec@ustp.edu.ph</u></p> <p>Consultants: ( insert name of the Consultant) Attention: ( insert name of the Consultant's authorized representative) Address: Facsimile: Email Address:</p> <p><b>NOTE:</b> Contact details to be filled out by winning consultant prior to contract signing.</p>

15.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) In the case of personal delivery or registered mail, on delivery;</p> <p>(b) xxx</p> <p>(c) xxx</p>
18.3	<p><i>State here Consultant's account where payment may be made.</i></p> <p><b>NOTE:</b> Details of account to be filled out by winning consultant prior to contract signing.</p>
19	No further instructions.
20	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 One Hundred Fifty (150) calendar days from the effectively date, or until the issuance by the USTP – CDO of the Certificate of Completion and Satisfactory Service, 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	All the plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the USTP-CDO.
38.1 (d)	The Consultant's actions requiring the Procuring Entity's prior approval are as may be stipulated in the Contract Agreement.
39.5	<p>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-month have been served.</p> <p>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.</p>
42.1	No further instructions
42.4 (c)	No further instructions
52.1	<p>The total ceiling amount in Philippine Pesos is (insert amount).</p> <p><b>NOTE:</b> The contract amount is to be filled out by the BAC Secretariat prior to contract signing.</p>
52.2	No further instructions

*fnk*

53.2	No additional instructions
53.4	The reimbursable expenditures shall be as stipulated in the Contract Agreement.
53.5 (a)	<p>The following provision shall apply to the advance payment and the advance payment guarantee:</p> <p>(a) An advance payment not to exceed fifteen percent (15%) of the contract amount in the Philippine Peso shall be made within thirty (30) calendar days from the effective date as may be indicated in the Notice to Proceed. The advance payment shall be set off by the Procuring Entity in equal installments against the statements of the first two (2) months of the Services until the advance payment has been fully set off.</p> <p>(b) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit issued by an entity acceptable to the agency and of an amount equivalent to the advance payment.</p>
(c)	The interest rate is : Zero (0)
55.6	No further instructions.