Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, 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 found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

a. Information that complements provisions of the GCC must be incorporated.

b. Amendments and/or supplements to provisions of the GCC 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 the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	*Not Applicable.*
4.1	*Not Applicable.*
6	The Site investigation reports are: *Not Applicable.*
7.2	*Fifteen (15) years.*
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works, such as the following: • *Detailed Master Construction Schedule;* • *Cutting List;* • *Materials & Equipment Order and Delivery Schedule;* • *Schedule of Submittals and Product Data, Samples, Test Certificates, Etc.;* • *Program of Works;* • *Manpower & Equipment Deployment Schedule;* • *Method Statement (Pouring Sequence, Phasing of Works to Architectural and MEPFP);* • *Construction Safety and Health Program (CSHP) duly approved by the DOLE;* • *Quality Control Plan;* • *List of "Full-time" Key personnel with E-MAIL & contact numbers; and* • *Copy of Bonds & insurances.* The Contractor shall submit the Program of Works to the Procuring Entity's Representative within *seven (7) calendar days* from receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work *shall be fifteen percent (15%) of the total contract price.*
13	The amount of the advance payment *shall not exceed 15% of the total contract price and schedule of payment.*
14	*Not Applicable.*
15.1	The date by which operating and maintenance manuals are required is *upon submission of Final Billing*. The date by which "as built" drawings are required *must be submitted on final billing and 100% accomplishment of project.*
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is *the amount indicated in the final billing*.