

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	<i>Not Applicable.</i>
4.1	<i>Certificate of hand-over and possession of the site shall be issued to the Contractor in part or in full on the same date of the issuance of the Notice to Proceed provided that all additional documents as stated in the BDS ITB Clause 21 have been accepted by the Procuring Entity.</i>
6	The Site investigation reports are: <i>Not Applicable.</i>
7.2	<i>Fifteen (15) years.</i>
10	No dayworks are applicable to the contract.
11.1	<p>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:</p> <ul style="list-style-type: none"> • <i>Detailed Master Construction Schedule;</i> • <i>Excavation Plan;</i> • <i>Cutting List for Foundation Works;</i> • <i>Building Permit Application;</i> • <i>Materials & Equipment Order and Delivery Schedule;</i> • <i>Schedule of Submittals and Product Data, Samples, Test Certificates, Etc.;</i> • <i>Program of Works;</i> • <i>Manpower & Equipment Deployment Schedule;</i> • <i>Method Statement (Pouring Sequence, Phasing of Works to Architectural and MEFPFS);</i> • <i>Detailed Safety Plan;</i> • <i>Quality Assurance Plan;</i> • <i>List of "Full-time" Key personnel with E-MAIL & contact numbers; and</i> • <i>Copy of Bonds & insurances.</i> <p>The Contractor shall submit the Program of Works to the Procuring Entity's Representative within <i>seven (7) calendar days</i> from receipt of the Notice to Award.</p>
11.2	The amount to be withheld for the late submission of an updated Program of Work <i>shall be fifteen percent (15%) of the total contract price.</i>
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	<p>The operating and maintenance manuals are required when percentage of completion is Ninety percent (90%).</p> <p>"As built" drawings are required when percentage of completion is Ninety percent (90%).</p>

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15.2

The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required *shall be Ten percent (10%) of the contract price.*

