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.

The provisions of this Section 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 Section IV. General Conditions of Contract must be incorporated.

b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

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

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Special Conditions of Contract

GCC Clause	
1.1	The **Intended Completion Date** is ***One Hundred Twenty (120) calendar days.*** *NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.*
1.2	The **Procuring Entity** is ***University of Science and Technology of Southern Philippines – System (USTP-System), Conference Room, Procurement Services Section, 2nd Floor DRER Gymnasium, USTP-CDO Campus, C.M. Recto Avenue, Lapasan, Cagayan de Oro City***.
1.3	The **Site** is located at ***USTP-Jasaan, Upper Jasaan, Jasaan, Misamis Oriental*** and is defined in drawings No. ***A-001***.
1.4	The **Start Date** *shall be the date of receipt of the Notice to Proceed.* *NOTE: The start date shall be the date of receipt of the Notice to Proceed.*
1.5	The **Works** shall also include ***General Requirements, Earthworks, Structural works, Architectural Works, Electrical Works and Plumbing & Sanitary Works***.
2.2	*Not Applicable.*
5.1	The **Procuring Entity** shall give possession of all parts of the Site to the Contractor ***upon date of receipt of the Notice to Proceed***.
6.5	The Contractor shall employ the following **Key Personnel:** • ***(1) Supervising Architect*** • ***(1) Supervising Structural Engineer*** • ***(1) Construction Manager*** • ***(1) Materials Engineer*** • ***(1) Foreman*** • ***(1) Safety Officer*** • ***(1) Electrician*** • ***(1) Plumber***
7.1	Subcontracting is not allowed.
8.1	The amount of the advance payment *is* ***15% of the total Contract Price and the schedule of payment is to be made in lump sum.***
9.1	*No further instructions.*
9.4	*The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.*
12.7	No further instructions.
13.1	The site investigation reports are: ***None***
15.3	No further instructions.

15.5	*Fifteen (15) years.*
19.2	The Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor: *[Insert name] [Insert address]*
20	***if the Contractor is a joint venture,* "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."**
25(a)	No further instructions.
27.2	a) Failure of the Contractor, due solely to its fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP"); b) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following: i) Employment of competent technical personnel, competent engineers and/or work supervisors; ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions; iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions; iv) Deployment of committed equipment, facilities, support staff and manpower; and v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation. c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Procuring Entity. d) Poor performance by the Contractor or unsatisfactory quality and/or progress of work arising from its fault or negligence as reflected in the CPES rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the Procuring Entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance: i) Negative slippage of fifteen (15%) and above within the critical path of the project due entirely to the fault or negligence of the Contractor; and ii) Quality of materials and workmanship not complying with the approved specifications arising from the Contractor's fault or negligence.

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	e) Willful or deliberate abandonment or non-performance of the project or contract by the Contractor resulting to substantial breach thereof without lawful and/or just cause. In addition to the penalty of suspension, the performance security posted by the Contractor shall also be forfeited.]
31.1	*Dayworks are applicable at the rate shown in the Contractor's original Bid.*
33.1	The Contractor shall submit the Program of Work to the Procuring Entity within *seven (7) calendar days* of delivery from the Notice of Award.
33.3	The period between Program of Work updates is ***seven (7) calendar days***. The amount to be withheld for late submission of an updated Program of Work ***shall be fifteen percent (15%) of the amount of ongoing progress billing.***
36.3	The Funding Source is the *Government of the Philippines.*
43.1	The percentage to apply to the value of the work not completed is ***10% of the uncompleted works.***
44.5	*Cases when extension of contract time may be granted which may include the enumeration below:* a) rainy/unworkable days considered unfavorable for the prosecution of the Works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or b) major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, c) delays attributable to the Procuring Entity, such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, d) other meritorious causes as determined by the Procuring Entity and approved by the HoPE such as shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others, and e) *Upon declaration of the President of the Republic of the Philippines of the Sate of National Emergency, such as but not limited to extreme energy shortage, extreme inflation rate.*

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48.1	The date by which operating and maintenance manuals are required is ***Not Applicable.*** The date by which "as built" drawings are required ***must be submitted on final billing and 100% accomplishment of project.***
48.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is *Not Applicable*.

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