

Section IV. 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 Goods purchased. In preparing this Section, 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.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section IX-Foreign-Assisted Projects.



Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is <u>PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA).</u>
1.1 (i)	The Supplier/Service Provider is: _____ <i>[to be inserted at the time of contract award].</i>
1.1 (j)	The Funding Source is The Government of the Philippines (GOP) through the authorized appropriations under the 2020 Annual Procurement Plan (APP) in the amount of Thirty One Million Two Hundred Twelve Thousand Three Hundred Forty Five & 84/100 (Php31,212,345.84) Only , inclusive of VAT and all applicable government taxes.
1.1 (k)	The Project site/s is/are indicated in the Terms of Reference (TOR) of the Project.
2.1	No further instructions.
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p><u>Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA)</u> <i>Science Garden Complex, BIR Road, Diliman, Quezon City</i></p> <p>Contact Person:</p> <p>VICENTE B. MALANO, Ph.D. Administrator Telefax No. (02) 434-90-40</p> <p>Thru: The Chief Administrative Division</p> <p>The Supplier’s address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Contact Person:</p> <p>_____</p> <p>_____</p> <p>_____</p>

6.2	<p>The Security personnel and equipment shall only be delivered by the Supplier/Service Provider at the address stated in the Terms of Reference (TOR) and its Annexes, on the date of delivery indicated in Section VI. Schedule of Requirements.</p> <p>In addition, the delivery schedule indicated in Section VI. Schedule of Requirements may be changed, modified or amended at the option of the Procuring Entity upon prior notice, written or verbal, to the Supplier.</p> <p>PAGASA reserves the right to effect changes in any provision of this contract at anytime during the contract period through written notice to the Supplier.</p>
9	<p>All bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, unless (1) mandated by a new law, Executive Order, Decree or Wage Order issued after date of bid opening; and (2) there is an increase in taxes.</p> <p>Provided, however, that, prior to the implementation thereof, the Service Provider shall present to PAGASA acceptable proof of such issuance, e.g. copy of a wage order, copy of new PADPAO Rate” enclosed with a request for the implementation of the same.</p> <p>Adjustment on the contract price, shall be implemented as follows:</p> <ul style="list-style-type: none"> - only the “amount to guard and government” shall be adjusted and NOT the Agency Fee; and - the 12% VAT shall only be imposed on the Agency Fee and not the “amount to guard and government, based on BIR Revenue Memorandum Circular No. 39-2007, as applied to wage orders issued by PADPAO.
10.1	<ol style="list-style-type: none"> 1. Payment shall be based on the actual number of personnel deployed as verified and certified by PAGASA. 2. Payroll of personnel shall be based on the following cut-off: 1st -15th of the month; and, 16th -30th of the month. 3. To ensure continuous compliance of its legal obligations, the winning Security Agency shall be required to attach as part of its submission of monthly billing statement to PAGASA the following documents: <ol style="list-style-type: none"> i. Duly signed Daily Time Records (DTRs) of the security personnel covering the specific billing period; ii. Certified True Copy of Official Receipts of monthly remittances paid by the security agency with the SSS, PAG-IBIG and PhilHealth covering said billing period; iii. Duplicate copy of its payroll covering said billing period; and iv. Other supporting documents as may be required by PAGASA.
10.4	Not applicable.
10.5	Not applicable.
11.3	No further instructions.
13.4 (c)	No further instructions.
16.1	Applicable COA Guidelines, Rules and Regulations on the inspection of Supplies, Materials and Equipment shall apply.

17.3	Not applicable
17.4	<p>During the Performance of the Contract, PAGASA shall have the exclusive right to have the security guards assigned thereto, changed or replaced, if in its opinion or standard, their performance is considered below par or unsatisfactory, or where their actions tend to prejudice the interest of PAGASA. PAGASA's decision on the matter shall be final and binding.</p> <p>Further, the Security Agency shall be subject to a periodic performance evaluation/assessment based on its compliance with the TOR and the performance of its security guards. A failure by an Agency to pass the Performance Evaluation and Inspection for two (2) consecutive evaluation periods shall be a sufficient ground for contract termination.</p>
20.4	In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
21.1	If Joint Venture partnership, all JV partners shall be jointly and severally liable to the Procuring Entity.

