Section V. Special Conditions of Contract

(Infrastructure Projects)

Notes on the Special Conditions of Contract

Similar to the Section III. Bid Data Sheet, 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.

Special Conditions of Contract

GCC Clause	
1.16	The **Intended Completion Date** is ***sixty (60) calendar days*** *after receipt of the Notice to Proceed*
1.21	The **Procuring Entity** is: ***PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA) PAGASA Science Garden Complex, BIR Road, Diliman, Quezon* City**
1.22	The **Procuring Entity's Representative** is **Mr. Brian P. Bungabong** OIC, Infra Unit **PAGASA Central Office** PAGASA Science Garden Complex BIR Rd., Brgy. Central, Diliman, Quezon City
1.23	The **Site** is located at: **PAGASA FFWC, Del Carmen, Iligan City**
1.27	The **Start Date** is *to be indicated in the Notice to Proceed.*
1.30	The **Works** consist as stipulated in the Bill of Quantities and Scope of Works.
2.2	*None.*
5.1	The **Procuring Entity** shall give possession of all parts of the Site to the Contractor *on the day of the commencement of the Project.*
6.5	The Contractor shall employ the following **Key Personnel:** *Refer to ITB Clause 12.1 (b) ii.2 (List key personnel by name and designation).*
7.1	*No further instructions.*
7.4(c)	*No further instructions.*
8.1	*No further instructions.*
9.1	The applicable liquidated damages is at least one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to

	other courses of action and remedies open to it.
10	None
12.5	Two (2) years.
13	"No additional provision." If the Contractor is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."
21.2	The Arbiter is: Construction Industry Arbitration Commission.
21.3	No further instructions.
26.1	No further instructions.
29.1	Day works are applicable at the rate shown in the Contractor's original Bid.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within *Five (5)* days of delivery of the Letter of Acceptance.
31.3	No further instructions.
34.3	The Funding Source is The Government of the Philippines (GOP) through ***Fund 101*** in the amount of **One Million Seven Hundred Five Hundred Seventy-Five Pesos and 67/100 Only (Php1,700,575.67) only** inclusive of VAT and all applicable government taxes.
37.1	No further instructions.
39.1	The amount of the advance payment is *15% of the total contract price.*
40.1	No further instructions.
40.3	No further instructions.
42.2	No further instructions.
48	No further instructions.
51.1	The date by which "as built" drawings are required is *on or before the final acceptance.*
51.2	None.