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 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 ***PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA)***.
1.1 (i)	The Supplier is: _____ *[to be inserted at the time of contract award]*.
1.1 (j)	The Funding Source is The Government of the Philippines (GOP) through the authorized appropriations under the **General Appropriation Act of 2021 (GAA)** in the amount of **Five Million Two Hundred Twenty Nine Thousand Pesos (Php5,229,000.00) 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	The Procuring Entity's address for Notices is: ***Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA)*** *Science Garden Complex, BIR Road, Brgy Central, Quezon City* **Contact Person:** **VICENTE B. MALANO, Ph.D.** Administrator Telefax No. (02) 434-90-40 Email address: ***pagasa_bac@yahoo.com / bac@pagasa.dost.gov.ph*** The Supplier's address for Notices is: *[Insert address including, name of contact, fax and telephone number]* _____ _____ _____ **Contact Person:** _____ _____ _____

6.2	The Goods shall only be delivered by the Supplier at the address stated in the Terms of Reference (TOR) not later than 4:00 P.M. on the day of delivery as indicated in Section VI. Schedule of Requirements. 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. 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.
9	All bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, **unless (1) mandated by a new law issued after date of bid opening; and (2) increase in taxes.**
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	All workmanship, system parts, accessories, other materials and equipment and services shall be warranted by the Winning Bidder and shall have Two **(2) years warranty on servers and Storage and One (1) year** standard warranty on other components from the date of acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is ***Please refer to Terms of Reference / Technical Specifications.*** The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period.
21.1	If Joint Venture partnership, all JV partners shall be **jointly and severally liable** to the Procuring Entity.