# Special Conditions of Contract

| **GCC Clause** | |
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| 1.17 | The **Intended Completion Date** is *two* **hundred seventy (120) c.d.**<br><br>***NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.*** |
| 1.22 | The **Procuring Entity** is **Philippine Ports Authority-Port Management Office of Batangas**, 5th Floor New Admin. Building, Port Access Road, Calicanto, Batangas City |
| 1.23 | The **Procuring Entity's Representative** is:<br><br>**Engr. Cesar B. Guce**, ESD Manager, PMO Batangas, 5th Floor New Admin. Building, Port Access Road, Calicanto, Batangas City |
| 1.24 | The **Site** is located at **Phase I**, **Port of Batangas, Batangas City** and is defined in plans/drawings (vicinity map). |
| 1.28 | The **Start Date shall commence within fifteen (15)c.d. from the date of receipt of the Notice to Proceed.** |
| 1.31 | The **Works** consist of **general repair of building (298.00 m²) composed of earthworks, structural works architectural / finishing works, plumbing, electrical and repainting works including repair of fire alarm system and declogging/siphoning of septic tank.** |
| 2.2 | **Not Applicable** |
| 5.1 | The **Procuring Entity** shall give possession of all parts of the Site to the Contractor **upon activity of Contract or upon receipt of the Notice to Proceed by the Contract.** |
| 6.5 | The Contractor shall employ the following **Key Personnel:**<br><br>**1. Project Manager**<br>**2. Project Engineer**<br>**3. Materials Engineer**<br>***4.*** **Foreman** |
| 7.4(c) | No further instructions |
| 7.7 | No further instructions. |
| 8.1 | No further instructions. |
| 10 | The site investigation reports are: ***None*** |
| 12.3 | No further instructions. |
| 12.5 | *Select one, delete the other.*<br><br>*In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not* |

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| | *limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:* Fifteen (15) years.<br><br>*In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:* Five (5) years.<br><br>*In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures:* Two (2) years. |
| 13 | No additional provision.<br><br>For Joint Venture*, "*All partners to the joint venture shall be jointly and severally liable to the Procuring Entity." |
| 18.3(h)(i) | No further instructions. |
| 21.2 | The Arbiter is accredited arbiter as agreed upon by the contracting parties. |
| 29.1 | Dayworks 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 **fifteen (15)** days of delivery of the Notice of Award. |
| 31.3 | The period between Program of Work updates is **two hundred seventy (270)** days.<br><br>The amount to be withheld for late submission of an updated Program of Work is **One tenth of one percent (1/10 of 1%) of the amount of his succeeding billing claim.** |
| 34.3 | The Funding Source is the *Government of the Philippines.* **PPA Corporate Funds CY 2017** |
| 39.1 | The amount of the advance payment is **Fifteen percent (15%)** *of the Contract Price and* **to be repaid or recouped pro-rata for every billing of the contractor.** |
| 40.1 | No further instructions. |
| 51.1 | The date by which "as built" drawings are required is **Fifteen (15)** days after project completion. |
| 51.2 | The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is **One tenth of one percent (1/10 of 1%) of the amount of the final billing.** |