Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.16	The **Intended Completion Date** is within **four hundred fifty (450) calendar days** starting from the effectivity of the contract.
1.21	The **Procuring Entity** is Philippine Ports Authority-Port Management Office – Batangas, PPA Admin. Bldg., Port Access Road, Calicanto, Batangas City
1.22	The **Procuring Entity's Representative** is: Engr. Cesar B. Guce, ESD Manager, PMO Batangas, PPA Admin. Bldg., Port Access Road, Calicanto, Batangas City
1.23	The **Site** is located at Port of Calatrava, Romblon and is defined in the plans/drawings (vicinity map).
1.27	The **Start Date** shall commence within fifteen (15) c.d. from date of receipt of the Notice to Proceed by the Contractor.
1.30	The **Works** consist of extension of causeway (6.50 x 10m) and construction of r. c. pier (27.00 m x 9 m) with ro-ro ramp (9m x 9m) it includes supply & place of core rocks & concrete blocks for bulkhead, portland cement concrete pavement (250mm,thk.), foundation piles (1,351 ln-m.), reinforced concrete for super structure (235cu.m.), mooring fixtures (6 sets) and, fender system (13 sets).
2.2	Not applicable.
5.1	The **Procuring Entity** shall give possession of all parts of the Site to the Contractor upon effectivity of the Contract or upon receipt of the Notice to Proceed by the Contractor.
6.5	The Contractor shall employ the following **Key Personnel:** 1. *Project Manager* 2. *Project Engineer* 3. *Materials Engineer* 4. *Foreman*
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	The site investigation reports are: *None*.
12.5	*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 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. *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. *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. For Joint Venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."
21.2	The Arbiter is an *accredited arbiter as agreed upon by the contracting parties.*
21.3	No further instructions.
26.1	No further instructions.
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 Letter of Acceptance.
31.3	The period between Program of Work updates is *Sixty (60) days*. 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 2014.*
37.1	No further instructions.
39.1	The amount of the advance payment is *Fifteen percent (15%) of the contract price to be repaid or recouped pro-rata for every billing of the contractor*.
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 *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.*.