

***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1.16	The <b>Intended Completion Date</b> is <i>within Ninety calendar days (90 c.d.) starting from the effectivity of the contract.</i>
1.21	The <b>Procuring Entity</b> is <i>Philippine Ports Authority-Port Management Office of Marinduque/Quezon, 2/F Padillo Bldg., Quezon Avenue corner Trinidad St., Lucena City.</i>
1.22	The <b>Procuring Entity's Representative</b> is: <i>Engr. Raul A. Libatique, Acting ESD Manager Port Management Office of Marinduque/Quezon, Port Operation Building Brgy. Talao-talao, Port Area, Lucena City 4301 Philippines</i>
1.23	The <b>Site</b> is located at Port of Lucena, Lucena City and is defined in the plans/drawings (vicinity map).
1.27	The <b>Start Date</b> shall be commence at the time of receipt of the Notice to Proceed by the Contractor.
1.30	The <b>Works</b> consist of the <i>repair/maintenance of the port physical facilities at the port of Lucena, Lucena City.</i>
2.2	Not applicable.
5.1	The <b>Procuring Entity</b> 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 <b>Key Personnel</b> : <i>1. Project Manager 2. Project Engineer 3. Materials Engineer 4. Foreman</i>
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.
10.1	The site investigation reports are: <i>None.</i>
10.3	<i>The Certificate of Site Inspection shall be issued by Raul A. Libatique, Acting ESD Manager, PMO - MarQuez</i>
12.5	<i>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,</i>

	<p><i>power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i></p> <p><i>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.</i></p> <p><i>In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</i></p>
13	<p>No additional provision.</p> <p>For Joint Venture, "All partners of the joint venture shall be jointly and severally liable to the Procuring Entity."</p>
21.2	The Arbitrator is an <i>accredited arbitrator as agreed upon by the contracting parties.</i>
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 <i>Fifteen (15) days</i> of delivery of the Letter of Acceptance.
31.3	<p>The period between Program of Work updates is <i>Sixty (60) days.</i></p> <p>The amount to be withheld for late submission of an updated Program of Work is <i>One-tenth of one percent (1/10 of 1%) of the amount of his succeeding billing claim.</i></p>
34.7	The Funding Source is the <i>Government of the Philippines, PPA Corporate Funds CY 2019.</i>
37.1	No further instructions.
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 <i>Fifteen (15) days after project completion.</i>
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 <i>One-tenth of one percent (1/10 of 1%) of the amount of the final billing.</i>