

## *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 found in Section IV.

The Special Conditions of Contract (SCC) 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 the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC 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 the GCC should be incorporated herein.

# Special Conditions of Contract

GCC Clause	
2	Sectional completion of works is not applicable.
4.1	The Procuring Entity shall give possession of the Site to the Contractor within 7 days upon the receipt of the Notice to Proceed (NTP).
6	<i>The site investigation reports are: site inspection</i>
7.2	<p>Permanent Structure: Fifteen (15) years.</p> <p>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</p>
10	a. No dayworks are applicable to the contract.
11.1	The contractor shall submit the Program of Works to the Procuring Entity's representative within ten (10) calendar days of the delivery of the Notice of Award (NOA).
11.2	The amount to be withheld for the late submission of an updated Program of Work is one percent (1%) of the Progress Billing.
13	The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required is on the date of the final inspection</p> <p>The date by which "as built" drawings are required is on the date of the final inspection</p> <p><b>(The date by which operating and maintenance manuals and "As-built" drawings are required is thirty (30) days upon completion of the project.)</b></p>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 10% of the final Contract Price.