

IB 2023-30 – CONSTRUCTION OF OPEN UNIVERSITY BUILDING PHASE I



SECTION IV – GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

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<p>1. Scope of Contract</p> <p>This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.</p> <p>This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.</p> <p>2. Sectional Completion of Works</p> <p>If sectional completion is specified in the Special Conditions of Contract (SCC), references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>3. Possession of Site</p> <p>4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity’s Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.</p> <p>4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant</p>	<p>2. The completion date is One Twenty-Eight (128) calendar days after the receipt of Notice to Proceed (NTP)</p> <p>4.1. <i>The BENGUET STATE UNIVERSITY shall give possession of all parts of the Project Site to the Contractor within three (3) calendar days from the confirmation of the NTP until the completion of the project.</i></p>

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<p>activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex “E” of the 2016 revised IRR of RA No. 9184.</p> <p>4. The Contractor’s Obligations</p> <p>The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with ITB Clause 10.3 and specified in the BDS, to carry out the supervision of the Works.</p> <p>The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.</p> <p>5. Performance Security</p> <p>5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.</p> <p>5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.</p> <p>6. Site Investigation Reports</p> <p>The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.</p> <p>7. Warranty</p> <p>7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit</p>	

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<p>its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.</p> <p>7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.</p> <p>8. Liability of the Contractor</p> <p>Subject to additional provisions, if any, set forth in the SCC, the Contractor’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</p> <p>9. Termination for Other Causes</p> <p>Contract termination shall be initiated in case it is determined <i>prima facie</i> by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.</p> <p>10. Dayworks</p> <p>Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.</p> <p>11. Program of Work</p> <p>11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said</p>	<p>7.2. <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, power plants, transmission and communication towers, railway system, and other similar permanent structures: <u>Fifteen (15) years</u>.</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: <u>Five (5) years</u>.</i></p> <p><i>In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures: <u>Two (2) years</u>.</i></p> <p>10. <i>Dayworks are applicable at the rate shown in the Contractor’s original Bid.</i></p>

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<p>Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.</p> <p>11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.</p> <p>12. Instructions, Inspections and Audits</p> <p>The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.</p> <p>13. Advance Payment</p> <p>The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.</p> <p>14. Progress Payments</p> <p>The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not</p>	<p>11.1. The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <u>ten (10) calendar days</u> from delivery of the Notice of Award.</p> <p>11.2. The amount to be withheld for late submission of an updated Program of Work is equivalent to 25% of the amount of bidding documents.</p> <p>13. <i>No further instruction.</i></p> <p>14. <i>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</i> <i>- The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity’s Representative</i></p>

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<p>completely put in place shall not be included for payment.</p> <p>15. Operating and Maintenance Manuals</p> <p>15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the SCC.</p> <p>15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the SCC from payments due to the Contractor.</p>	<p>15.1. The date by which operating and maintenance manuals are required is within <i>seven (7)</i> days.</p> <p>15.2. The final billing will be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date.</p>