

## SECTION 00800 SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1.16	The Intended Completion Date is _____, <b>2016</b> , which is Nine Hundred Forty (940) plus seven (7) calendar days from the day the Contractor is expected to receive the Notice to Proceed.
1.21	The Procuring Entity is the <b>University of the Philippines Manila</b> .
1.22	The Procuring Entity's Representative is:  <i>Elsie San Diego Secretariat of the University of the Philippines Special Bids and Awards Committee 8th Floor Philippine General Hospital Padre Faura, Ermita, Manila Telephone: (02) 526-6118                      Email: lc_athena@yahoo.com</i>
1.23	The Site is located in the University of the Philippines, Manila Campus along <b>635 Pedro Gil Street, Ermita, Manila</b> and is defined in Project Manual Volume 2 TOR Annex 1.
1.27	The Start Date is <b>seven (7) calendar days upon receipt by the Contractor of Notice To Proceed</b> .
1.30	The Works consists of:  Part I. Design Phase  <ol style="list-style-type: none"> <li>1) Geodetic Survey</li> <li>2) Soil Foundation Investigation</li> <li>3) Architecture &amp; Engineering (A&amp;E) Design Development Plans, Elevations and Sections</li> <li>4) Detailed Architectural Designs and Plans including exterior glass curtain wall details for energy savings, thermal and moisture protection.</li> <li>5) Detailed Architectural Interior Designs and Plans</li> <li>6) Detailed Laboratory Planning and Equipment Plans for BSL-2, BSL3, ABSL-2 and ABSL-3 spaces indicated in Schematic Design Plans prepared by the End User: <ol style="list-style-type: none"> <li>- Sheet series showing: <ol style="list-style-type: none"> <li>(i) Locations of special laboratories and animal research rooms which shall be tested for room integrity and relative pressurization to meet the standards of work in biosafety level 3 (BSL-3), animal biosafety level 2 and 3 (ABSL-2 and ABSL-3) containment.</li> </ol> </li> </ol> </li> </ol>

Read and accepted as part of the Contract:

Bidder/Contractor

	<ul style="list-style-type: none"> <li>(ii) Location of the animal care barrier designed to protect un-infected animals and breeding rooms.</li> <li>(iii) large laboratory equipment which require depressed slabs, dedicated building utilities, and special design details</li> <li>(iv) Details for penetrations in walls, ceilings and floors by lighting, plumbing, exhaust and decontamination devices.</li> <li>(v) Sections through the laboratories to show coordination with the work of other trades</li> <li>(vi) Kit of parts and schedules of laboratory equipment and casework</li> </ul> <p>7) <i>Detailed Furnishing Plans</i></p> <ul style="list-style-type: none"> <li>- As allowed by the budget which indicate casework and base building equipment that shall be Contractor Furnished / Contractor Installed (CFCI)</li> </ul> <p>8) <i>Detailed Site/Civil Landscape Architectural Designs and Plans</i></p> <p>9) <i>Detailed Site and Building Engineering Designs and Plans</i></p> <ul style="list-style-type: none"> <li>(i) Structural</li> <li>(ii) Sanitary/Plumbing</li> <li>(iii) Electrical</li> <li>(iv) Electrical Auxiliaries</li> <li>(v) Mechanical Ventilation, BMS/ BAS Systems</li> <li>(vi) Public Address Systems</li> <li>(vii) Conveying System: Elevators</li> </ul> <p>10) <i>Detailed Estimates, Bill of Quantities</i></p> <p>11) <i>Scope of Works and Technical Specifications</i></p> <p>12) <i>Proposed Design and Construction Schedule</i></p> <p>13) <i>Health and Safety Program for the Construction Phase</i></p> <p>Part II. Construction Phase</p> <ul style="list-style-type: none"> <li>1) <i>General Requirements</i> <ul style="list-style-type: none"> <li>(i) Permit to Construct</li> <li>(ii) Permits (Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.)</li> <li>(iii) Project Billboard</li> </ul> </li> <li>2) <i>Temporary Facilities and Facilities for the Engineer</i></li> <li>3) <i>Earth Works</i></li> <li>4) <i>Structural Works</i></li> <li>5) <i>Architectural and Laboratory Furnishing Works</i></li> <li>6) <i>Site and Landscape Architectural Works</i></li> <li>7) <i>Sanitary/Plumbing Works</i></li> <li>8) <i>Electrical Works</i></li> <li>9) <i>Electrical Auxiliaries Works</i></li> <li>10) <i>Architectural Interior Design Works</i></li> <li>11) <i>Engineered Mechanical Building Utilities and Ventilation Systems</i></li> <li>12) <i>Wayfinding, Laboratory Hazard and Room Signage Systems</i></li> <li>13) <i>Quality Assurance: Mock-ups that represent the completely finished and furnished rooms or building components shall be constructed by the Contractor and approved by the End User (NIH) prior to starting all other</i></li> </ul>
--	--

Read and accepted as part of the Contract:

Bidder/Contractor

	<p><i>work. Room areas to be presented shall be no larger than 6.00 square meters unless otherwise noted. Once the mock-up is accepted, the work can be considered part of the construction work.</i></p> <ul style="list-style-type: none"> <li>(i) Typical Lobby waiting area and entry</li> <li>(ii) Typical Institute Director's Office</li> <li>(iii) Typical Open Laboratory (20 square meters)</li> <li>(iv) Typical BSL-3 room (20 square meters)</li> <li>(v) Typical ABSL-2 room (20 square meters)</li> <li>(vi) Typical ABSL-3 room (20 square meters)</li> <li>(vii) Typical mechanical penthouse room</li> <li>(viii) Typical toilet room</li> </ul>
2.2	Completion of the works is within <b>Nine Hundred Ten (910)</b> calendar days, <i>beginning seven (7) calendar days from the issuance of the Notice to Proceed.</i>
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>upon issuance of NTP.</i>
6.5	<p>The Contractor shall commission/employ the following Key Personnel for Detail Design Development/Construction Contract Documents and Construction:</p> <ul style="list-style-type: none"> <li>1. (1) Architect,</li> <li>2. (1) Interior Designer</li> <li>3. (1) Laboratory / Healthcare Planner</li> <li>4. (1) Structural Engineer,</li> <li>5. (1) Sanitary Engineer,</li> <li>6. (1) Electrical Engineer,</li> <li>7. (1) Mechanical Engineer,</li> <li>8. (1) Mechanical Controls Engineer</li> <li>9. (1) Fire Protection and Safety Engineer,</li> <li>10. (1) Landscape Architect</li> <li>11. (1) Project Manager</li> <li>12. (1) Project Engineer</li> <li>13. (1) Resident Engineer</li> <li>14. (1) Materials Engineer,</li> <li>15. (1) General Foreman</li> <li>16. (1) Quantity Surveyor / Quantity Cost Estimator</li> </ul> <p><i>* Note: Each key position shall be played by a different person. Unless the professional personnel are licensed and certified to serve in the dual capacity – subject to approval.</i></p>
7.1	No further instructions.
7.4(c)	No further instructions.
8.1	<p>The Contractor may subcontract <b>Specialty Works only</b>, such as, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>1. Plumbing works</li> <li>2. Electrical works</li> </ul>

Read and accepted as part of the Contract:

Bidder/Contractor

	<ol style="list-style-type: none"> <li>3. Mechanical works</li> <li>4. Fire Protection</li> <li>5. Laboratory Fixtures and Fit-outs (benches, cabinets, sinks, emergency showers, etc.)</li> </ol> <p>Provided, that the Contractor does not subcontract the whole Works, including architectural and structural works. Provided further, that the Contractor does not subcontract more than <b>40%</b> of the Works.</p>
9.1	<p>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.</p> <p>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.</p>
10.0	<p>The Site Investigation Reports are:</p> <ol style="list-style-type: none"> <li>1. Geodetic Survey</li> <li>2. Soil Foundation Investigation Report</li> <li>3. Location and Invert Elevations of Existing Utilities.</li> </ol>
12.5	Fifteen (15) years.
13.0	"All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."
21.2	<p>The Arbiter is:</p> <p><i>Construction Industry Authority of the Philippines</i> 2/F &amp; 5/F, Executive Center Bldg. 369 Gil Puyat Ave., cor. Makati Ave., Makati City Tel. Nos.: (+632) 895.4424 / 895.6826 Fax No.: (+632) 897.9336 E-mail: <a href="mailto:ciapdti@yahoo.com">ciapdti@yahoo.com</a></p>
21.3	No further instructions.
26.1	<p>The following shall be Compensation Events:</p> <ol style="list-style-type: none"> <li>(a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date stated in <b>SCC Clause 5.1</b>.</li> <li>(b) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</li> <li>(c) The Procuring Entity's Representative orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</li> <li>(d) The Procuring Entity's Representative instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.</li> </ol>

Read and accepted as part of the Contract:

Bidder/Contractor

	<p>(e) The Procuring Entity's Representative unreasonably does not approve a subcontract to be let.</p> <p>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.</p> <p>(g) The Procuring Entity's Representative gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity or additional work required for safety or other reasons.</p> <p>(h) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</p> <p>(i) The advance payment is delayed.</p> <p>(j) The effects on the Contractor of any of the Procuring Entity's Risks.</p> <p>(k) The Procuring Entity's Representative unreasonably delays issuing a Certificate of Completion.</p> <p>(l) Other Compensation Events described in the Contract or determined by the Procuring Entity's Representative shall apply.</p> <p>As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Procuring Entity's Representative, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Procuring Entity's Representative shall adjust the Contract Price based on the Procuring Entity's Representative's own forecast. The Procuring Entity's Representative will assume that the Contractor will react competently and promptly to the event.</p> <p>The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Procuring Entity's Representative.</p>
29.1	No dayworks are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10)</i> days of delivery of the Letter of Acceptance.
31.3	<p>The period between Program of Work updates is <i>Thirty (30)</i> days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is <i>1/50 of 1% of contract value</i>.</p>
34.3	The Funding Source is the <b>Fiscal Year 2013 (FY 2013) General Appropriations Act (GAA)</b> of the Republic of the Philippines, <i>Department of Budget and Management</i> .
37.1	No further instructions.

Read and accepted as part of the Contract:

Bidder/Contractor

39.1	The amount of the advance payment is <i>Fifteen percent (15%) of the Contract Value and can be availed of upon the submission and receipt of a request for the release of the advance payment after the issuance of the Notice to Proceed (NTP) and posting of an irrevocable letter of credit in favor of the procuring entity.</i>
40.1	No further instructions.
40.3	No further instructions.
42.2	No further instructions.
48.0	No further instructions.
51.1	The date by which "as built" drawings are required is <i>ten (10) calendar days after issuance of final acceptance</i> . <b>Electronic versions of the As Built documents shall be in PDF and original design software formats.</b>
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>1/50 of 1% of contract value</i> .

*END OF SECTION 00800*

Read and accepted as part of the Contract:

Bidder/Contractor