

Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the Bases Conversion and Development (BCDA) 2021 corporate budget.</p>
6.2(b)	<p><i>NOTE: It is essential that Consultants that advise PROCURING ENTITIES on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:</i></p> <p>For a period of one (1) year after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
7	“Not applicable”.
8	The designated Team Leader shall serve in that capacity, as specified in GCC Clause 8.
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: AILEEN ANUNCIACION R. ZOSA Executive Vice President</p> <p>For the Consultant : _____</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity:</p> <p>BASES CONVERSION AND DEVELOPMENT AUTHORITY 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue Bonifacio Global City, Taguig City</p>

	<p>Attention : AILEEN ANUNCIACION R. ZOSA Executive Vice President</p> <p>Email Address: <u><i>arzosa@bcda.gov.ph</i></u></p> <p>Consultant: _____</p> <p>Attention : _____</p> <p>Email Address: _____</p>
15.2	<p>Any notice, approval, authorization or request required or permitted to be given or made under this Contract shall be made in writing, and shall be deemed duly given or made when it has been delivered by hand or sent by registered mail to the Party for whom it is intended at the said Party's address.</p> <p>It shall be the obligation of the Consultant to inform BCDA in writing of any change of address within three (3) calendar days from such change. In case the Consultant fails to give the said notice, all such correspondences and papers sent to Consultant's last known address shall be considered received, even if not actually received by the Consultant.</p>
18.3	All payments under this contract shall be made to the account of the Consultant.
19	No further instructions.
20	No additional provision.
22	"None"
24	<p>The project shall be completed within forty- five (45) calendar days from receipt by the Consultant of the Notice to Proceed.</p> <p>The Project shall end upon receipt by the Consultant of a Certificate of Completion from the BCDA, upon the latter's approval of the former's final appraisal reports.</p> <p><i>Please note that the period from the receipt by BCDA of the draft reports until the issuance by BCDA of the notice to finalize the reports is not included in the 45-day completion period.</i></p>
34.2	The Parties agree to resolve any dispute that may arise between them with respect to this Contract through amicable negotiation in good faith. If at any time during such negotiation one Party determines in good faith that the Parties cannot resolve the dispute through negotiation, that Party shall

	deliver a notice to the other Party of its intention to submit the dispute to arbitration in accordance with Republic Act No. 9285 otherwise known as the “Alternative Dispute Resolution Act of 2004”, as amended. The arbitration shall be conducted in Metro Manila, Philippines. Should it be inevitable for the Parties to resolve the dispute in a court of law, the case shall be filed only in a court of competent jurisdiction in Taguig City, to the exclusion of all other courts of equal jurisdiction
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity.
38.1(d)	None.
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel’s man-months have been served.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p>
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is <i>Nine Hundred Thousand Pesos (Php900,000.00), inclusive of VAT and all applicable taxes and fees</i>
52.2	No further instructions.
53.2	No additional instructions.
53.4	Not applicable.
53.5(a)	No advance payment is allowed.

53.5(c)	The interest rate is <i>zero</i> .
54	BCDA shall pay the Consultant the Total Contract Price of Nine Hundred Thousand Pesos (Php900,000.00) , inclusive of applicable taxes and fees, to be paid upon submission to and approval by BCDA of the final appraisal reports as evidenced by the issuance by BCDA of the Certificate of Completion.
55.6	No further instructions.