

Special Conditions of Contract

GCC Clause	
1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the 2010 Corporate Budget of the Bases Conversion and Development Authority.</p>
6.2(b)	<p>For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised BCDA under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.</p>
7	<p><i>The Member in Charge is [name of member, address, and other necessary contact information].</i></p> <p><i>NOTE: If the Consultant consists only of one entity, state “Not applicable”.</i></p>
8	Not Applicable.
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: Gen. Narciso L. Abaya (Ret), President & CEO</p> <p>For the Consultant: _____</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: Bases Conversion And Development Authority</p> <p>Attention: Gen. Narciso L. Abaya (Ret), President & CEO</p> <p>Address: BCDA Corporate Center 2/F Bonifacio Technology Center 31st St., Crescent Park West Bonifacio Global City, Taguig City</p> <p>Facsimile: 816-0996</p>

	<p>Consultants: <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p>
15.2 and 15.3	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery; or</p> <p>(b) in the case of facsimiles, within one (1) hour following confirmed transmission.</p>
18.3	<i>State here Consultant's account where payment may be made.</i>
20	No additional provision.
22	None.
24	The contract period shall be for ten (10) months or such other period as the parties may agree in writing.
34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	All deliverables indicated in the Terms of Reference and all other documents and electronic files that shall be prepared by the Consultant during the course of its Service shall become and remain the property of BCDA.
38.1(d)	No further instructions.
39.5	<p>The Consultant may change its Key Personnel only for reasons of death, serious illness, incapacity of an individual Consultant, 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 is Eight Million, One Hundred Ninety-Five Thousand Pesos (₱8,195,000.00)

53.2	No additional instructions.
53.4	Reimbursable costs shall be determined as presented in FPF 4.
53.5(a)	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>(a) An advance payment equivalent to fifteen percent (15%) of the Contract Price shall be made upon the written request of the CONSULTANT.</p> <p>(b) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a duly licensed surety or insurance company and confirmed by the Procuring Entity.</p>
53.5(c)	The interest rate is zero.
55.6	No further instructions.