

Section V

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Maritime Industry Authority (MARINA)
1.1(i)	The Supplier is [to be inserted at the time of contract award].
1.1(j)	The Funding Source is: Republic Act No. 10717 otherwise known as General Appropriations Act for Fiscal Year 2016, dated 29 December 2016 intends to apply the sum of P3,187,500.00
1.1(k)	The Project Site is PARKVIEW PLAZA, 984 Taft Avenue corner T. M. Kalaw Street, Ermita, Manila.
5.1	The MARINA's address for Notices is: ATTY. BASHIRUDDIN U. ADIL Chairperson, MARINA PBAC Maritime Industry Authority c/o Atty. EUSEBIA C. BOCO Overall Head, PBAC Secretariat Maritime Industry Authority Tel. No. 524-2752 e-mail address: pbacsec@marina.gov.ph The Supplier's address for Notices is: [Insert address including, name of contact, fax and telephone number]
6.1	Refer to attached Scope of Work for Janitorial Services
6.2	Additional requirements in the performance of the janitorial services: a. Reporting of all breakages, electrical malfunctions and others that require immediate attention;

	<p>b. Provide one (1) roving Coordinator who will coordinate with the supervisor from time to time in monitoring the performance of the personnel deployed;</p> <p>c. Errand services as required by MARINA;</p> <p>d. Reporting minor repair and close coordination;</p> <p>e. To provide other equipment that will be necessary during general cleaning;</p> <p>2.3 Provide all necessary minimum number of cleaning equipment and supply of materials at any given time for the duration of nine (9) months are as follows:</p> <p><u>Equipment (to be provided free of charge)</u></p> <ul style="list-style-type: none"> ● 3 units - floor polisher ● 2 units - vacuum cleaner <p><u>Tools:</u></p> <ul style="list-style-type: none"> ● 3 pieces - Stripping pad for floor polisher ● 3 pieces - polishing pad for floor polisher ● 10 units - set of mop and squeezer ● 3 pieces - Caution Signage ● 5 pieces - spatula ● 2 pieces - 12' Aluminum ladder ● 1 unit - 30 meter Water Hose ● 5 pieces - plastic pails ● 4 pieces - large plastic container (drum) ● 2 pieces - toilet hand pump ● 6 pieces - toilet bowl hand brush ● 10 pieces - rags for dry wiping/cleaning ● 10 pieces - rags for wet wiping/cleaning ● 10 pieces - soft broom ● 10 pieces - broom stick ● 10 pieces - doormats for comfort room <p><u>Materials:</u></p>
--	---

	<ul style="list-style-type: none"> ● Liquid disinfectant for comfort rooms ● Muriatic acid ● Air freshener ● Furniture liquid polish ● Liquid stain remover ● Shine polish/wax for vinyl tiles ● Liquid soap for comfort rooms ● Deodorant cake for comfort rooms ● Detergent powder ● Powder cleanser ● Scrubbing pad ● Steel wool ● Toilet tissue paper ● Insecticide ● Metal polish ● Garbage bag (big) ● Garbage bag (small, for trash bin)
8	<p>All bid prices for a duration of nine (9) months shall be fixed and shall not be adjusted during contract implementation except for the following:</p> <ol style="list-style-type: none"> 1. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding; 2. Increase in taxes; 3. If during the term of the contract the MARINA sees the need for an increase or decrease in the number of utility workers, the resulting cost of said increase or decrease.
9	<p>Refer to GCC Clause.</p> <p>No further instructions.</p>
11	<p>Refer to GCC Clause.</p> <p>No further instructions.</p>
13	<p>The performance criteria to be applied shall include, among others, the following:</p> <ol style="list-style-type: none"> 1. quality of service delivered;

	<p>2. time management;</p> <p>3. management and suitability of personnel;</p> <p>4. contract administration and management; and,</p> <p>5. provision of regular progress reports.</p> <p>The winning bidder shall comply with the provisions of the Labor Code particularly Chapter III Article 103 which states that wages shall be paid at least once every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days and within five (5) working days from the scheduled date of payment shall submit proof of payment of wages, overtime, and 13th month pay of their deployed employees in MARINA.</p> <p>Before end of each year, MARINA shall conduct an assessment or evaluation of the performance of the service provider based on the set of performance criteria prescribed above.</p> <p>Based on its assessment, the MARINA may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon.</p>
14	Not applicable.
15	Refer to GCC Clause.
16	<p>The applicable rate is one tenth (1/10) of one (1) 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 contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the MARINA shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
18	In the case of a dispute between the MARINA and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”