

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. 10352 otherwise known as General Appropriations Act for Fiscal Year 2013, dated 28 December 2012 intends to apply the sum of P2,500,000.00 |
| 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: ARSENIO F. LINGAD II, CEO VI Chairman, Bids and Awards Committee Maritime Industry Authority c/o Ms. Ninfa D. Martinez , Head, BAC Secretariat 4 th Flr. Parkview Plaza, Taft Avenue corner T. M. Kalaw Street, Ermita, Manila Tel. No. 525-78-90 / 524-65-18 e-mail address: marina_bac_sec@yahoo.com 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>f. Availability of Reliever or substitute worker in case of absence.</p> <p>Equipment, tools and materials –</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 • 1 unit - mop squeezer • 3 pieces - caution signage • 5 pieces - spatula • 1 piece - 12' Aluminum ladder • 1 unit - 30 meter Water Hose • 5 pieces - plastic pails • 4 pieces - large plastic container (drum) • 2 pieces - toilet handpump • 6 pieces - toilet bowl hand brush • 6 pieces - rags for dry wiping/cleaning • 6 pieces - rags for wet wiping/cleaning • 4 pieces - soft broom • 4 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 • Carpet shampoo • 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,black) • Garbage bag (small, for trash bin) |
| 8 | <p>All bid prices for a duration of ten (10) 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; 2. time management; 3. management and suitability of personnel; 4. contract administration and management; and, 5. provision of regular progress reports. <p>The winning bidder shall submit proof of payment of wages to their employees deployed in MARINA within the period of three (3) days from the scheduled date of payment and compliance with the provisions of the Labor laws in relation to the payment of minimum wage.</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 under Technical Specifications.</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 | <p>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."</p> |