

## Section V

### Special Conditions of Contract

SCC 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. 10633 otherwise known as General Appropriations Act Fiscal Year 2014 dated 27 December 2013 in the amount of <b>P4,033,500.00</b>
1.1(k)	The Project Site is:  <b>MARITIME INDUSTRY AUTHORITY</b> Parkview Plaza, Taft Avenue corner T. M. Kalaw Street, Ermita, Manila - 1 Chief Security and 15 Guards
5.1	The MARINA's address for Notices is:  <b>ATTY. GLORIA J. VICTORIA-BAÑAS</b> Chairperson, MARINA BAC Deputy Administrator for Operations Maritime Industry Authority c/o <b>Atty. Mayflor C. Carpio</b> Overall Head, BAC Secretariat Maritime Industry Authority Tel. No. 521-80-45 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	Scope of Contract:  The Supplier will provide the MARINA with 16 licensed, uniformed and armed guards who shall each render twelve (12) hours of work per day.  The security guards shall guard and protect the personnel and properties owned by MARINA at Project Site specified in this

	Section, from theft, robbery and other crimes against persons and property by strangers and/or third parties as well as enforcing and implementing MARINA's rules, policies and regulations relative to maintenance of security and safety (See Section VI. Schedule of Requirements)
6.2	<p>Additional requirements in the performance of the security services - The security guards to be assigned shall be of:</p> <ol style="list-style-type: none"> <li>a. Good moral character, courteous, alert and without criminal or police record;</li> <li>b. Physically and mentally fit and not less than 21 nor more than 45 years of age;</li> <li>c. Duly licensed and properly screened and cleared by PNP, NBI, police and other government office issuing clearances for employment;</li> <li>d. Equipped with duly licensed firearms, ammunitions, nightsticks, uniforms, two-way radio, flashlight and other paraphernalia for security purposes at all times during his tour of duty.</li> </ol>
8.1	<p>All bid prices for a duration of <b>10 months (01 March - 31 December 2014)</b> shall be fixed and shall not be adjusted during contract implementation except for the following:</p> <ol style="list-style-type: none"> <li>1. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;</li> <li>2. Increase in taxes;</li> <li>3. If during the term of the contract the MARINA sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease.</li> </ol>
9.1	<p>Refer to GCC Clause.</p> <p>No further instructions.</p>
9.4	<p>Refer to GCC Clause.</p> <p>No further instructions.</p>
11.1 and	Refer to GCC Clause.

11.3(c)	No further instructions.
11.4	Refer to GCC Clause.  No further instructions.
13.1	<p>The performance criteria to be applied shall include, among others, the following:</p> <ol style="list-style-type: none"> <li>1. quality of service delivered;</li> <li>2. time management;</li> <li>3. management and suitability of personnel;</li> <li>4. contract administration and management; and,</li> <li>5. provision of regular progress reports.</li> </ol> <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 13<sup>th</sup> 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 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	Not applicable.
17.1	<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</p>

	prejudice to other courses of action and remedies open to it.
18.4	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."