

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)	<p>The Funding Source is:</p> <p>The Approved Budget for the Contract (ABC) is P4,500,000.00 pursuant to Republic Act No. 10717, otherwise known as General Appropriations Act for Fiscal Year 2016 dated 29 December 2016. The ABC covers the period of April 2016 to 31 December 2016.</p>
1.1(k)	<p>The Project Site is:</p> <p>MARITIME INDUSTRY AUTHORITY Offices located at the 3rd, 4th, 5th, 6th and 7th Floors of the Parkview Plaza, Taft Avenue corner T. M. Kalaw Street, Ermita, Manila and SCDD MARINA, 5th Floor, SM Manila with details as follows:</p> <p>A minimum of nineteen (19) Security Guards with at least two (2) lady guards and one (1) Security Supervisor. Three (3) Security Guards shall be assigned at MARINA Manpower Services Sector-SCDD, SM Manila.</p>
5.1	<p>The MARINA's address for Notices is:</p> <p>ATTY. BASHIRUDDIN U. ADIL Chairperson, MARINA PBAC Maritime Industry Authority c/o Atty. EUSEBIA C. BOCO Overall Head, PBAC Secretariat Maritime Industry Authority</p> <p>Tel. No. 524-2752 e-mail address: pbacsec@marina.gov.ph</p> <p>The Supplier's address for Notices is:</p> <p>[Insert address including, name of contact, fax and telephone</p>

	number]
6.1	<p>Scope of Contract:</p> <p>The Supplier will provide the MARINA minimum of nineteen (19) Security Guards with at least two (2) lady guards and one (1) Security Supervisor who shall inspect, monitor, secure and guard the areas occupied by MARINA by rotation 24 hours a day from Mondays to Sundays. Three (3) Security Guards shall be assigned at Manpower Services Sector, SM Manila.</p> <p>Sixteen (16) security guards will be hired at day shift and two (2) guards at night shift.</p> <p>For day shift (12 hours duty) - <u>16</u> guards (13 guards at Parkview Plaza Office and 3 guards at MDS, SM Manila)</p> <p>For night shift (12 hours duty) - <u>2</u> guards</p> <p>The security guards shall perform the following:</p> <ol style="list-style-type: none"> a. To guard and protect MARINA properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person as well as maintain peace and order and crowd control within MARINA premises. b. Protect MARINA officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement security and safety rules and regulations within MARINA premises. c. Conduct inspection of all bags and baggage carried by people coming in and out of the MARINA premises. d. Conduct random physical inspection of people coming in and out of the premises, as warranted.
6.2	<p>The winning bidder shall provide MARINA with specified number of qualified, competent, uniformed and armed guards who possess the following qualifications:</p> <ol style="list-style-type: none"> a. Must be a Filipino citizen; b. The Security Supervisor should be a graduate of

	<p>Criminology or any related courses. The rest of the guards must be 2nd year college or should have earned 72 units in college. The security guards should also have 3 years relevant experience as guards;</p> <p>c. Must be physically and mentally fit and not less than twenty one (21) years of age;</p> <p>d. Must have passed and undergone regular security service training within the last 6 months, psychological evaluation test, neuro-psychiatric examination, polygraph integrity profile and drug test;</p> <p>e. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts;</p> <p>f. Must be duly licensed and properly screened and cleared by PNP, NBI, and other government offices issuing clearances for employment.</p>
8.1	<p>All bid prices for a duration of 9 months (01 April 2016 - 31 December 2016) 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 security guards, the resulting cost of said increase or decrease.
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 11.3(c)	<p>Refer to GCC Clause.</p> <p>No further instructions.</p>

11.4	<p>Refer to GCC Clause.</p> <p>No further instructions.</p>
13.1	<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 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 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 prejudice to other courses of action and remedies open to it.</p>

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."
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