



SOCIAL SECURITY SYSTEM

PHILIPPINE BIDDING DOCUMENTS

Sixth Edition

Procurement of GOODS

**REPLACEMENT OF THE EXISTING 4-SETS
PASSENGER ELEVATORS AT SSS MAIN
OFFICE BUILDING WITH
5-YEAR PREVENTIVE MAINTENANCE
SERVICES AFTER
2-YEAR WARRANTY PERIOD
(RE-ADVERTISEMENT)**

ITB-SSS-GOODS-2022-068

AUGUST 2022

Government of the Republic of the Philippines



GEORGE N. CARREON
TWG Chairperson

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	11
12. Bid Prices	12
13. Bid and Payment Currencies	12
14. Bid Security	12
15. Sealing and Marking of Bids	12
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	19
1. Scope of Contract	19
2. Advance Payment and Terms of Payment	19
3. Performance Security	19
4. Inspection and Tests	19
5. Warranty	19
6. Liability of the Supplier	20
Section V. Special Conditions of Contract	21
Section VI. Schedule of Requirements	30
Section VII. Technical Specifications	32
Section VIII. Checklist of Technical and Financial Documents	37

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

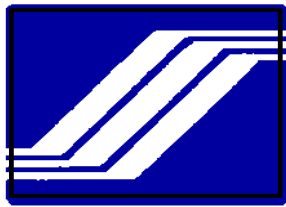
SLCC – Single Largest Completed Contract.

SSS – Social Security System

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business, and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City
 Tel. Nos. (632)8709-7198

E-mail: member_relations@sss.gov.ph*Website <http://www.sss.gov.ph>

Invitation to Bid
ITB-SSS-Goods-2022-068

**REPLACEMENT OF THE EXISTING 4-SETS PASSENGER ELEVATORS AT
 SSS MAIN OFFICE BUILDING WITH 5-YEAR PREVENTIVE MAINTENANCE
 SERVICES AFTER 2-YEAR WARRANTY PERIOD
 (RE-ADVERTISEMENT)**

Approved Budget for the Contract (ABC) & Source of Fund	Delivery/ Completion Period	Price of Bid Documents (non- refundable)	Schedule of Activities Date/Time	
			Pre-bid Conference	Deadline of submission and receipt of bids
<p>₱45,000,000.00</p> <p>Breakdown as follows:</p> <p>Item 1: Replacement 4-sets passenger elevators with two (2) years of Warranty Period ₱40,000,000.00</p> <p>Item 2: Comprehensive Preventive Maintenance Services for Five (5) Years after two years of warranty period - ₱5,000,000.00</p> <p>Approved 2022 Corporate Operating Budget – Capital Outlay CO & MOOE with Code (PAP) 2022-106 of the Annual Procurement Plan (APP)</p>	Two Hundred Fifty (250) Calendar Days from receipt of Notice to Proceed and Signed Contract	₱22,500.00	August 23, 2022 (Tuesday) 3:00 p.m.	September 13, 2022 (Tuesday) 2:00 p.m.

1. The **SOCIAL SECURITY SYSTEM** now invites Bids for the above item. Delivery of the Goods is required within the period specified above. **Bidders should have completed within five (5) years prior to the date of submission and receipt of bids**, a contract similar to the Project. The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Section II - Instruction to Bidders.
2. Bids received in excess of the ABC shall be automatically rejected at bid opening.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act 9184 (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from the SSS and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested bidders starting **13 August 2022 up to the scheduled submission & receipt of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents in the amount specified above.

The mode of payment will be on a cash basis payable at the SSS Cash Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the SSS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The SSS will hold a Pre-Bid Conference on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.

The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 22 August 2022, through e-mail address bac@sss.gov.ph, the following:

- a. Name of the representative and e-mail address; and
- b. Technical and administrative queries.

7. Bids must be duly received by the BAC Secretariat at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the ITB Clause 14.

Bid opening shall be on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time of the immediately succeeding business day in Quezon City.
9. The SSS reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
11. For further information, please refer to:

Bids & Awards Committee

The Secretariat

2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C.
Tel # (632) 8922-1070; 8920-6401 local 5492/6382
Email – bac@sss.gov.ph

12. Bidding Documents may be downloaded from PROCUREMENT tab at www.sss.gov.ph starting **13 August 2022**.


**THE CHAIRPERSON
BIDS & AWARDS COMMITTEE**


ref.: itb-sss-goods-2022-068-Replacement of Elevators at Main Office (ready)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Social Security System* wishes to receive Bids for the Replacement of the Existing 4-sets of Passenger Elevators at SSS Main Office Building with 5-Year Preventive Maintenance Services after 2-Year Warranty Period, with identification number ***ITB-SSS-Goods-2022-068***.

The Procurement Project (referred to herein as “Project”) is composed of a single lot the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY2022* in the total amount of *Forty-Five Million Pesos (₱45,000,000.00)*.

2.2. The source of funding is: Approved Annual Procurement Plan (APP) – CO and MOOE with Code (PAP) 2022-106 of the 2022 APP, broken down as follows:

- Item 1: Replacement 4-sets passenger elevators with two (2) years Warranty Period - (CO)
- Item 2: Comprehensive Preventive Maintenance Services for Five (5) Years after two years’ warranty period - (MOOE)

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or IB by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

- a. The Bidder must have completed a single contract that is similar to this Project and equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City** and/or through online conference using **Microsoft Teams** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the BDS.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for ***One Hundred Twenty (120) Calendar Days from the Date of the Bid Opening.*** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 7 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

One Project having two (2) items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically, and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time, and place to determine the bidder with the LCB.
- 20.2 Non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause								
5.3	<p>For this purpose, contracts similar to the Project which shall be:</p> <p>a. Supply and installation of passenger elevators for minimum of twelve (12) floor buildings.</p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>							
7.1	Not applicable.							
12	<p>The price of the Goods shall be quoted DDP.</p> <p>Social Security System, Main Office Building, East Avenue, Diliman, Quezon City.</p>							
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: center;">Form of Bid Security</th> <th style="width: 40%; text-align: center;">Amount of Bid Security (Not less than the Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"> Two percent (2%) or ₱900,000.00 </td> </tr> <tr> <td style="padding: 5px;">Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> </tr> <tr> <td style="padding: 5px;">Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td style="text-align: center; vertical-align: middle;"> Five percent (5%) or ₱2,250,000.00 </td> </tr> </tbody> </table> <p>* Bank issued securities must be issued by a universal/commercial bank.</p> <p>* Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security.</p> <p>* Bid Securing Declaration must be notarized by a duly commissioned Notary Public.</p>	Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or ₱900,000.00	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or ₱2,250,000.00
Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)							
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) or ₱900,000.00							
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.								
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) or ₱2,250,000.00							
19.3	<p>The ABC is ₱45,000,000.00, broken down as follows:</p> <p style="padding-left: 40px;">Item 1: ₱40,000,000.00</p> <p style="padding-left: 40px;">Item 2: ₱ 5,000,000.00</p> <p>Any bid with a financial component exceeding the ABC per item as indicated above shall not be accepted.</p>							
20.1	Not Applicable.							

20.2	<p>The Lowest Calculated Bidder shall submit the following:</p> <ol style="list-style-type: none"> 1. Registration certificate from Securities and Exchange Commission (SEC) for corporation including Articles of Incorporation and General Information Sheet (GIS), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document 2. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. 3. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR) 4. Latest Audited Financial Statements 5. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS). 6. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months prior to the submission of bids filed electronically (EFPS).
21.1	<p>Certificates of Warranty for the 2-year warranty period shall reckon from the SSS' acceptance of the completed installation of every two (2) elevators and with issued Permit to Operate.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>Goods Supplied from Abroad</p> <p>The delivery terms applicable to the Contract are DDP delivered at Social Security System Main Office, East Avenue, Diliman, Quezon City. In accordance with INCOTERMS.</p> <p>Goods Supplied from within the Philippines</p> <p>The delivery terms applicable to this Contract are delivered at Social Security System Main Office, East Avenue, Diliman, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Department Head of the Engineering and Facilities Management Department, Architect Gilbert N. Magalit</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. Training of the Procuring Entity’s personnel, at the Supplier’s plant or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. Support for the after sales of parts and services, for the comprehensive preventive maintenance of the elevator for five (5) years to commence after the two (2) years warranty of the equipment. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The equipment, spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable and non-consumable spare parts or components of the elevator equipment for a period of **two (2) years** or within its warranty period and the same shall apply within the duration of the Preventive Maintenance contract.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **seven (7) calendar days** from placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier/s risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at its destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2 The milestone payments will be as follows:

Particulars	Payment Milestone
For Item A of Cost Component under Form-02	15% of Total cost of Item A upon receipt of Notice to Proceed, Signed Contract and submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the same amount of milestone payment herein and Pert-CPM and/or Bar/Gantt chart based on the manufacturer’s recommended methodology, guidelines, and monitoring tools in the implementation of the project. 32.5% of Total cost of Item A upon installation of first two (2) elevators. 32.5% of Total cost of Item A upon installation of the last two (2) elevators. 20% of Total cost of Item A upon completion and acceptance of the completed and fully functional elevator systems, including the submission of the required documents under Item III.H of the Scope of Works – Annex A.
For Items B to H of Cost Component under Form-02	100% upon completion and issuance of certificate of acceptance by EFMD.

	<p>For Item 2 of Cost Component under Form-02 (Comprehensive Preventive Maintenance for five years)</p>	<p>Payment shall be made monthly upon completion and acceptance of Comprehensive Preventive Maintenance works. To determine the monthly payment cost, the total cost of Item 2 will be equally divided to sixty (60) months.</p>
	<p>Retention money equivalent to five (5%) of every progress payment shall be retained and shall be released after the expiration of the warranty period.</p>	
<p>4</p>	<p>The inspections and tests that will be conducted are as follows:</p> <p>(a) PERFORMANCE & TESTINGS</p> <p>Plant laboratory</p> <p>The performance and testing of the elevator equipment in the laboratory of the manufacturing plant site must be performed prior to the delivery of the equipment and provided with complete production document, gathered electromechanical parameters and tests results must be properly documented based on the manufacturing plants quality standards and format and in English language, duly signed by company’s technical representatives and the plant quality inspector.</p> <p>On-line viewing for the SSS representative to witness the performance test shall be made available and recorded video clippings during the conduct of performance tests, electronic (e.g. CD, USB drive, email, etc.) and hard copy of the same shall be provided to SSS.</p> <p>Data Sheets gathered/recorded during the performance testing at plant site must be duly attested and signed by the manufacturer’s quality officer and witnessed by representatives from the production engineers, and officially endorsed by local distributor.</p> <p>Performance of the equipment must comply with the minimum required technical specifications as indicated in Section VII. Technical Requirements.</p> <p>Site Inspection and Tests (Point of Delivery Performance & Testing)</p> <p>Upon installation, perform the necessary adjustments and calibrations to set the tolerance within the allowable and acceptable limits and in accordance with the standard manufacturer’s recommendations and applicable elevator standard codes.</p> <p>The performance data of the completely delivered, installed and fully functional elevator system must be inspected and tested, results must satisfactorily comply with the required contract specifications and approved product standards for the safety, quality, energy performance and commercial application.</p> <p>Tests results must be within the acceptable limits and must be checked with cross references to the manufacturer’s standards and recommendations, production data sheets, and actual test results gathered during the final tests and commissioning of the completed and safely functional elevator system.</p> <p>All tests shall be witnessed by SSS authorized representative/s.</p>	

<p style="text-align: center;">5</p>	<p>Warranty</p> <p>The Elevators installed shall have two (2) years warranty from the date of acceptance inclusive of comprehensive preventive maintenance during the said warranty period.</p> <p>The five (5) year comprehensive preventive maintenance shall start after the two-year warranty period.</p>
<p style="text-align: center;">6</p>	<p>Liability of the Supplier</p> <p>1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.</p> <p>The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement.</p> <p>2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the SUPPLIER with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the Agreement.</p> <p>3. FORCE MAJEURE. SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that SUPPLIER's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.</p> <p>For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which SUPPLIER could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by SUPPLIER. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>If a force majeure situation arises, SUPPLIER shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, SUPPLIER shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.</p> <p>4. NON-ASSIGNMENT. SUPPLIER shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. SUPPLIER shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS.</p>

5. **WAIVER.** Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

6. **CUMULATIVE REMEDIES.** Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.

7. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is expressly and manifestly understood and agreed upon that the employees of SUPPLIER assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and SUPPLIER.

The Agreement does not create an employer-employee relationship between SSS and the SUPPLIER including its personnel; that the services rendered by the personnel assigned by SUPPLIER to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The SUPPLIER hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to SUPPLIER's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. The SUPPLIER shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

8. **PARTNERSHIP.** Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee, or representative of any other party.

9. **COMPLIANCE WITH SS LAW.** SUPPLIER shall report all its employees to SSS for coverage and their contributions, as well as all amortizations for salary/education/calamity and other SSS loans shall be updated. Should SUPPLIER fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from SUPPLIER's receivables under this Agreement.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from SUPPLIER. Moreover, SUPPLIER shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

10. COMPLIANCE WITH LABOR LAWS. SUPPLIER, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.

It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President, or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by SUPPLIER and that he/she assumed full responsibility thereof.

11. COMPLIANCE WITH TAX LAWS. SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by SUPPLIER to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.

As required under Executive Order (EO) 398, s. 2005, SUPPLIER shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. SUPPLIER, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.

12. LIQUIDATED DAMAGES. If SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.

13. HOLD FREE and HARMLESS. SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, SUPPLIER agrees to indemnify SSS for any damage as a result of said implementation.

SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to SUPPLIER's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which SUPPLIER or any of its employees may sustain in the performance of SUPPLIER's obligations under this Agreement.

14. SETTLEMENT OF DISPUTES. If any dispute or difference of any kind whatsoever shall arise between SSS and SUPPLIER in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or SUPPLIER may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," in order to settle their disputes.

No arbitration in respect of this matter may be commenced unless such notice is given.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

15. VENUE OF ACTIONS. In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues.
16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.
17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives.
18. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision.
19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest.

Section VI. Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery period which is the date of delivery to the project site.

Part I - Replacement of the existing 4-sets Passenger Elevators at SSS Main Office Building			
Item No.	Description	Quantity	Delivered, Weeks/ Months
1.	<p>Replacement of the existing 4-sets Passenger Elevators at SSS Main Office Building</p> <p>Mechanical works.</p> <ul style="list-style-type: none"> • Importation delivery of elevator equipment • Dismantling existing, installation of new elevator system, supply delivery and installation of local components • Installation of two (2) Air-conditioning units at elevator machine room <p>Electrical and auxiliary works.</p> <ul style="list-style-type: none"> • Supply and installation of electrical wiring system, panel boards, controller, AVR wiring system, restore lightings at elevator shaft, elevator car tops. • Installation of IP Surveillance/CCTV System and kilowatt-hour meters. <p>Civil Works:</p> <p>Ground to 12 Floor and Elevator Machine room.</p> <ul style="list-style-type: none"> • Site preparation, replacement of existing stainless side wall claddings, restoration of the existing marble claddings affected by the new installations including polishing, grouting, specialty works, hoistway repairs, water proofing of pits, pit ladder installations, and other related works to completely restore the architectural finishes of the elevator door/entrances (Lobbies from Ground to 12 Floors.) <p>Testing and commissioning.</p> <p>Miscellaneous, and other administrative incidental expenses.</p> <p>Note: Please refer to Scope of Works for the Replacement of the existing 4-sets Passenger Elevators at SSS Main Office Building attached as (Annex “A”) pages 56 to 59, and Price Schedule(s)/Bid Breakdown for the details.</p>	1 lot	<p>250</p> <p>Calendar days upon receipt of Notice to Proceed and Signed Contract</p>

NOTES:

- Bidders are advised to conduct site inspection with their technical representatives/engineers of the existing elevator system to determine and make a complete assessment and consider all factors relative to the project.
- Prepare and submit Pert-CPM and or Bar/Gantt chart based on the manufacturer and contractor’s recommended methodology, guidelines, and monitoring tools in the implementation of the project.

PART II - Preventive Maintenance of 4-sets Passenger Elevators at SSS Main Office Building

Item	Description	Quantity	Delivered, Weeks/ Months
I	5-Year Comprehensive Preventive Maintenance Services to commence after the 2-Year warranty period.	1 lot	Five (5) years
1	To render monthly inspection and systematic check-up through its qualified Engineers and Servicemen, for the purpose of examining the operating condition of the equipment, render servicing needs, cleaning, adjustment/calibrations of all electrical and mechanical components, electronic system, controls and safety devices, lubrication and other related preventive maintenance services based on the installer, SSS, and manufacturer recommendation and equipment manuals.	1 lot	Monthly
2	To conduct recommended tests and examination of all safety devices, and not limited to the following: no load and full load tests, full speed tests, drop test, safety mechanisms, car control buttons, counterweight stability, braking system, Rope/Belt tensions tolerances and other standards as the local authorities may require.	1 lot	Annual
3	To renew all wire/hoisting ropes as often as necessary, and to maintain an adequate factor of safety.	1 lot	As needed
4	To provide sufficient stocks of all replacement parts/components of the elevator system.	1 lot	Monthly
5	To provide unlimited on call services in case of a breakdown or emergency and shall send one or more of its trained personnel to rectify the fault or to render any assistance when required. The response time is within one (1) hour from the receipt of verbal or written notice from the SSS in case of emergency as prompt as possible.	1 lot	Within 24 hours
6	To render preventive maintenance not limited to above-mentioned scope of works (Annex B) and based on the manufacturer's standards recommendations and best practices.	1 lot	As needed
<p>Note: Please refer Scope of Work for the Preventive Maintenance Services attached as (Annex "B") page 60, and Price Schedule(s)/Bid Breakdown for the details.</p>			

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

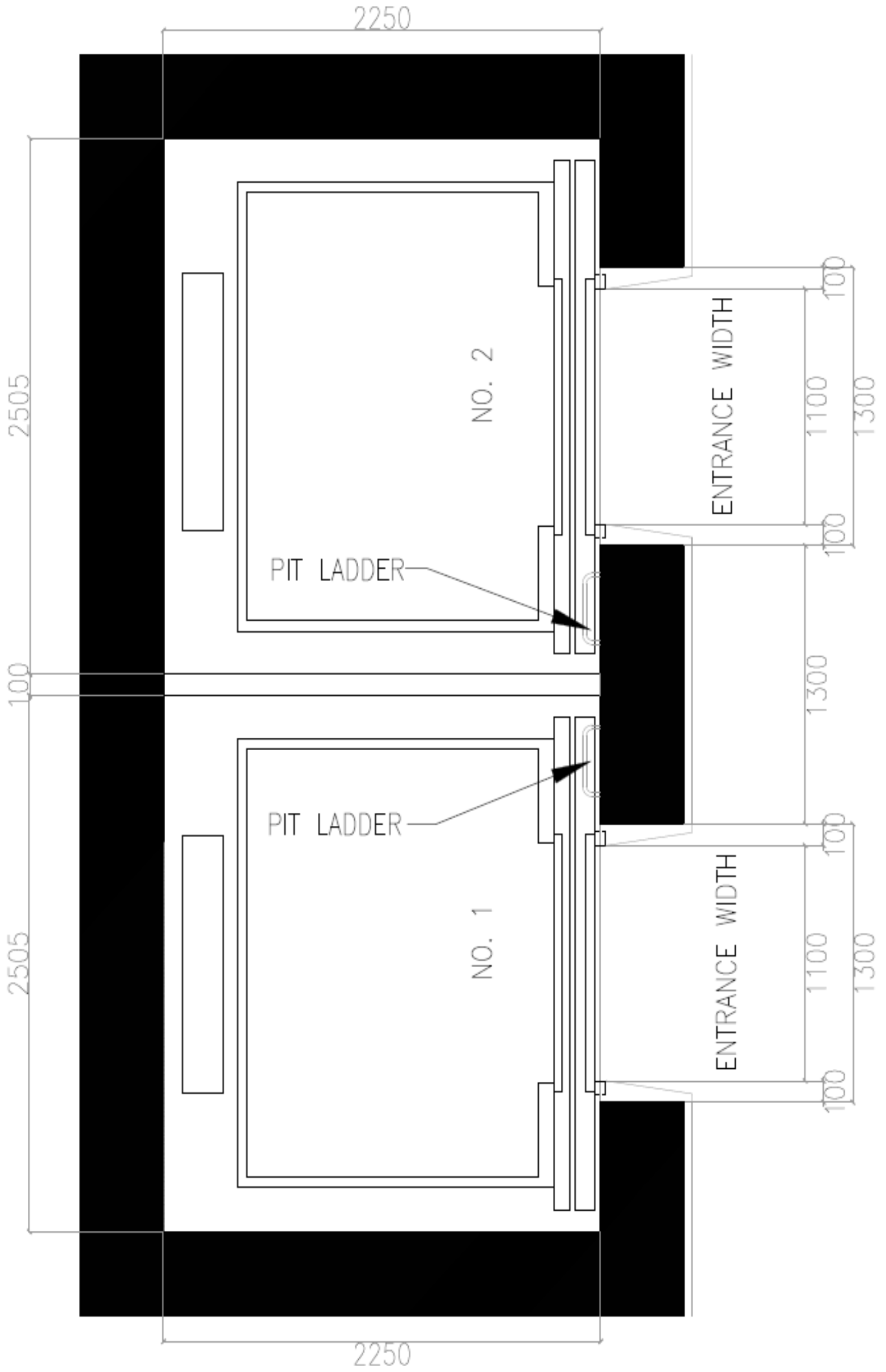
Item I: Replacement of the existing 4-sets Passenger Elevators at SSS Main Office Building

Item – Equipment Data	Specification	Statement of Compliance
General Requirements		
Product brochures/ catalogue/s, data sheet/s.	<p>Product brochure/s, catalogue/s, and data sheet/s to be submitted must be original, un-amended, and the latest version.</p> <p>However, in case customization is required to meet the needed technical specifications, the bidder must submit an additional document of the duly signed certification issued from the manufacturer attesting their commitment to design and manufacture equipment/machine that complies the required technical specification.</p> <p>The certification/s shall serve as the cross reference to be verified during the post-qualification evaluation either through their official website, email address or other means of communication. The official website, e-mail address, and other contact details of the bidder and the manufacturer shall be made available for verification.</p>	
Compliance to latest International Standard Elevator Codes	<p>EN-81 or ASME A17.1 or approved equivalent.</p> <p>Submit brochure indicating this requirement or accreditation documents supporting compliance to the codes.</p> <p>An approved equivalent must be in English language/ character.</p>	
Equipment Description <i>Note:</i> <i>Building’s Power System is 480VAC, 3Phase, 60Hz</i>	<p>Gearless Traction Machine</p> <p>Permanent Magnet</p> <p>Synchronous Motor</p> <p>Variable Voltage Variable Frequency Drive (VVVFD)</p> <p>Regenerative Drive – proprietary with the brand of offered product.</p> <p>Built-in controller, Transformers, Automatic voltage Regulators (AVR), TVSS, and/or Power Filtering devices.</p> <p>Submit brochure indicating this requirement or include in the amendment certification that these requirements will be provided and delivered.</p>	

Rated load capacity	1,350 kg (17-person appx.) Submit brochure indicating this requirement	
Rated speed (min.)	2.5 m/s or 150 m/m Submit brochure indicating this requirement	
Number of Stops	Twelve (12) Submit brochure indicating this requirement	
Car Entrance Type and Width	Two (2) panel center opening. Submit brochure indicating this requirement	
Controller	Microprocessor-based, digital controller for manual and automated modes of operation. Programmable traffic management to minimize travel time and lessen waiting times and other safety protection. Submit brochure indicating this requirement.	
Safety features and alarm	Equipped with Automatic Rescue Device, (ARD). Batteries for ARD are optional and not included. Equipped with Fire and Earthquake emergency triggering signal devices and can be readily integrated with existing seismic sensor or accelerograph to safely park to the pre-determined designated level and allow passenger OFF and shutdown the system. Submit brochure indicating this requirement.	
Energy power conservation	Turned off and/or dim lights and other components during sleep mode and automatically lit and ON when in use. Submit brochure indicating this requirement.	
Communication facilities and Persons with Disability (PWD) user friendly.	Two-way intercom wireless/wired system. Braille on push button panels Submit brochure indicating this requirement.	
Car finish	Stainless steel hairline finished all walls, width partial height tempered mirror glass (3 sides) above waistline to full height. Tubular stainless steel handrails others in compliance to standard elevator codes Elegant interior design to submit sample based on the proprietary standards of the brand of equipment Submit brochure indicating these requirements.	
Operating Features	Precise door leveling Multiple infrared door sensors, Nudging protection Non-Stop at Full load condition, Floor level and directional light indicators Chime arrival tone & voice synthesizer Emergency stop switches in the pit & terminal stopping switches Submit brochure indicating these requirements or certification that these requirements will be delivered.	

Item II: Preventive Maintenance of 4-sets Passenger Elevators at SSS Main Office Building		
Item – Equipment Data	Specification	Statement of Compliance
Five (5) – Year Comprehensive Preventive Maintenance Services (PMS) after the Two (2) – Year warranty period.	Submit Certificate of Commitment to render and observe the scope of works of the Comprehensive Preventive Maintenance Services.	
Parts and components of the elevator system	Any part/component that may be found defective must be replaced with brand new parts/components and free of charge in accordance with the 5-year Comprehensive PMS, regardless of its inclusion/non-inclusion, in the submitted list of parts/components. Submit list of parts and components of the elevator system.	
Customer Service Hotline	Must have an established Hotline support service facility. Submit list down the active Telephone lines preferably Toll Free.	

REFERENCE DIMENSIONS OF THE EXISTING ELEVATOR HOISTWAY AND CARS



ELEVATOR SHAFT 1 & 2

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Certificate of Platinum Registration and Membership (Platinum Membership) (all pages);

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the last five (5) years period prior to the submission and opening of Bids; and
- (d) Original copy of Bid Security (Cash, Letter of Credit, Surety Bond). If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; Or Original copy of Notarized Bid Securing Declaration; and
- (e) Conformity with the Schedule of Requirements (Section VI) and Technical Specifications (Section VII), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- (f) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder and copy Authority to Notarize issued to the Notary Public by the Regional Trial Court.

Other documentary requirements under RA No. 9184 (as applicable)

For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos:

- (g) Copy of Treaty, International or Executive Agreement; or
- (h) Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (i) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Class "B" Documents

- (j) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; and
- (n) Original of duly signed and accomplished Price Schedule(s)/Bid Breakdown.

IMPORTANT REMINDERS

- A) Each and every page of the **Bid Forms/Price Schedule(s)/Bid Breakdown**, under Section VIII: Checklist of Technical and Financial Documents hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:
 - a) The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:

Envelop (1): ORIGINAL – Eligibility Requirements and Technical Component
Envelop (2): COPY1 – Eligibility Requirements and Technical Component
Envelop (3): COPY2 – Eligibility Requirements and Technical Component
 - b) The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:

Envelop (4): ORIGINAL – Financial Component
Envelop (5): COPY1 – Financial Component
Envelop (6): COPY2 – Financial Component
 - c) Bidders shall enclose, seal and mark the following:

Envelop (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked “ORIGINAL–BID”

Envelop (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked “COPY1–BID”

Envelop (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked “COPY2–BID”
 - d) Envelopes (7) to (9) shall then be enclosed in a single sealed, signed final/outer envelope/package/box
 - e) All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:
 - addressed to the Procuring Entity’s BAC
 - name and address of the Bidder in capital letters
 - name of the contract/project to be bid in capital letters
 - bear the specific identification/reference code of this bidding process

- bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids

<p>THE CHAIRPERSON BIDS AND AWARDS COMMITTEE 2ND FLOOR, SSS MAIN BUILDING EAST AVENUE, DILIMAN, QUEZON CITY</p> <p>NAME OF BIDDER : _____ ADDRESS : _____</p> <p>NAME OF PROJECT: _____ ITB REFERENCE NUMBER: _____</p> <p style="text-align: center;">DO NOT OPEN BEFORE (the date and time for the opening of bids)</p>

- E) Bids submitted after the deadline shall only be marked for recording purposes, shall not be included in the opening of bids, and shall be returned to the bidder unopened.
- F) Bidders shall submit a copy of the Authority to Notarize issued by the Regional Trial Court to the Notarial Public.

FORMS

Bid Form for the Procurement of Goods

BID FORM

Replacement of the existing 4-sets Passenger Elevators at SSS Main Office Building with 5-Year Preventive Maintenance Services after 2-Year Warranty Period (RE-ADVERTISEMENT)

Date: _____

Project Identification No.: _____

To: SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] **Replacement of the existing 4-sets of Passenger Elevators at SSS Main Office Building with 5-Year Preventive Maintenance Services after 2-Year Warranty Period (Re-advertisement)** in conformity with the said PBDs for the sum of **[total Bid amount in words and figures]** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules/ Bid Breakdown attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules/ Bid Breakdown,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
_____	_____
_____	_____
_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each, and every page of this Bid Form, including the attached Schedule of Prices/Bid Breakdown, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule(s)/ Bid Breakdown

Name of Bidder _____

Invitation to Bid
Number _____

Cost Component	No. of Units	Unit Cost (Mark Up / Profit, OCM and VAT Included)	Total Cost
A. Elevator Equipment. Supply delivery of complete set 4 elevators and others shown in detailed descriptions.	4 Sets		
B. Mechanical Works 1. Rental of equipment and dismantling of the existing elevator units and other necessary works but not limited to the following:	1 Lot		
C. Mechanical Works 2. Installation of new elevator equipment (4-units), supply and installation of air-con units and other necessary works but not limited to the following.	4 sets		
D. 3. Supply and installation of Air-cons at elevator machine room.	2 sets		
E. Electrical and Auxiliary Works. Supply and Installation of all suitable and necessary electrical materials and services but not limited to the following:	4 sets		
F. Civil Works (refer to technical specifications for other details), (4 units elevator & shafts)	4 Lots		
G. Testing and Commissioning	1 lot		
H. License & operating permits, proposed and as-built plans, brochures, and other administrative and incidental expenses.	1 lot		
I. Replacement of 4 Sets Passenger Elevators with 2-Year Warranty (A + B + C + D + E + F + G + H) <i>*Must not exceed the ABC of ₱40,000,000.00</i>		(Sub-Total)	₱
II. 5- Year Preventive Maintenance Services after 2 years Warranty Period <i>** Must not exceed the ABC of ₱5,000,000.00</i>		(Sub Total)	₱
Total Bid Price			₱

Kindly refer to the Scope of Works Annexes "A", "B" & "C" for the details, page 55 to 60.

Notes:

- Any bid exceeding the ABC of each following items shall not be accepted or declared disqualified.
Item no I: *Replacement of the existing four sets Passenger Elevators. **₱40,000,000.00**
Item no. II: **Five (5) years Preventive Maintenance Services. **₱5,000,000.00**
- Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive.
 - If the item is given for free, indicate dash (-), zero (0) or free
 - If the item is not applicable, indicate N/A
- Please use the softcopy of the Bid Breakdown provided to the bidders.

4. All documents shall be signed and each and every page thereof by the duly authorized representative/s of the Bidder.
5. Bid proposal must be inclusive of all applicable taxes.
6. Warranty requirement is at no cost to SSS.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Formula in the Computation of NFCC

NAME OF PROJECT

NAME OF COMPANY

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

Value of Outstanding Works under On-going Contracts:

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
TOTAL			

Use additional sheet/s, if necessary

FORMULA:

$$15 \left(\frac{\text{Current Assets}}{\text{Current Assets}} - \frac{\text{Current Liabilities}}{\text{Current Liabilities}} \right) - \frac{\text{Total Outstanding Works}}{\text{Total Outstanding Works}} = \text{NFCC}$$

P _____
NFCC

Prepared and submitted by:

Signature over Printed Name

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

Social Security System (SSS)
SSS Main Building, East Avenue
Diliman, Quezon City

CONTRACT PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING	:	_____
INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions, and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by the Social Security System.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of Social Security System.

Name and Signature of Authorized Financing Institution Office

Office Designation

Concurred by:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____
Philippines, Affiant exhibited to me his/her competent Evidence of Identity (as defines by the 2004
Rules on Notarial Practice _____ issued on _____ at _____, Philippines.

NOTARY PUBLIC

Doc No. : _____
Page No. : _____
Book No. : _____
Series of : _____

(Note: The amount committed should be machine validated in the Certificate itself)

FORM-05

STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	REMARKS (Indicate "With NDA" or "Without NDA")

Note: INCLUDING PROJECTS WITH NON-DISCLOSURE AGREEMENT (NDA)

FORM-06

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO
THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC
WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)**

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES) CITY OF
_____) S.S.

BID SECURING DECLARATION

Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month]
[year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity] Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

Replacement of the existing 4-sets Passenger Elevators at SSS Main Office Building with 5-Year Preventive Maintenance Services after 2-Year Warranty Period (Re-advertisement)

ITB-SSS-Goods-2022-____

THIS AGREEMENT made between:

SOCIAL SECURITY SYSTEM, a government-owned and controlled corporation created pursuant to Republic Act No. 11199, with principal office address at SSS Building, East Avenue, Diliman, Quezon City, represented herein by its Approving Authority and (Position of Approving Authority), (Name of Approving Authority) and (Position of Signatory), (Name of signatory), duly authorized pursuant to Administrative Order _____, _____ (pertaining to Approving Authority) (Annex “A”) and Office Order _____, _____ (Annex “B”) (pertaining to signatories), hereinafter referred to as the “SSS”;

- a n d -

(NAME OF SUPPLIER), of legal age, Filipino, single/married, with principal address at _____, hereinafter referred to as the “Supplier”.

If corporation

(NAME OF SUPPLIER), a corporation duly created and existing pursuant to the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its (Position of Signatory), (Name of Signatory), duly authorized pursuant to _____, _____, hereinafter referred to as the “Supplier”.

WHEREAS the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] (PROJECT) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs).
 - i. Schedule of Requirements.

- ii. Technical Specifications.
- iii. General and Special Conditions of Contract; and
- iv. Supplemental or Bid Bulletins if any

- b. Supplier's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted.

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation.

- c. Performance Security.
- d. Notice of Award of Contract; and the Bidder's conformed thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. SSS agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the date and place indicated in their respective acknowledgments.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Position of Signatory]

[Insert Position of Signatory]

for:

SSS

for:

[Insert Name of Supplier]

(In case of double acknowledgment which is usually used by the SSS)

SIGNED IN THE PRESENCE OF:

(Name of Certifying officer as to availability of funds)

(Position of Certifying Officer)

(Department/Office of Certifying Officer)

FUNDS AVAILABLE:

APP No.: _____

FIRST ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, on this _____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ (____) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed as well as the free and voluntary act and deed of the principal he/she /they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____.
Page No. _____.
Book No. _____.
Series of 20__.

SIGNED IN THE PRESENCE OF:

SECOND ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, on this _____
day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ () pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed (if corporation to include succeeding phrase) as well as the free and voluntary act and deed of the principal he/she/they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____.
Page No. _____.
Book No. _____.
Series of 20__.

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder].

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder].

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney.

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

GPPB Resolution No. 16-2020, dated 16 September 2020

Performance Securing Declaration (Revised)

[As alternative performance security to be submitted by the winning bidder within ten (10) days from receipt of Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS

AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

SCOPE OF WORKS

Scope of Works for the Replacement of the existing 4-sets Passenger Elevators at SSS Main Office Building	
Item no.	Particulars
I.	SUMMARY
	This document specifies the replacement of elevator system with Gearless Traction Machine, Synchronous Alternating Current (AC) Permanent Magnet (PM) Motor, with traffic management intelligent features and of latest model that will be supported by the exclusive service provider for the comprehensive preventive maintenance services for at least 15 years from the date of acceptance of the equipment at SSS Main Building.
II.	General works instructions and related complementary services
1.	<p>Conduct pre-coordination meetings with concerned units to assess the local conditions and establish program of works, methodology, prescribe the timely dismantling, delivery, and replacement of elevator system, management for the safe access for the lifting, rigging and replacement of the first Two (2) sets of elevator equipment</p> <p>Take all necessary consideration to minimize downtime and avoid interruption of the other Two (2) elevator equipment.</p> <p>Preparation proposed plans, Gantt Chart/PERT CPM, and secure necessary construction/work permits from the concerned local government offices.</p> <p>Note: Delays caused by SSS supplied documents, Local Government Units processing, Quarantine Status and Health Protocols, etc. shall not be included in the duration of this item.</p>
2.	Adhere to the Environmental, Health, Safety and Security Policies. Set-up standard safety precautionary measures, temporary facilities, isolation enclosures, boarding-ups, warning devices prior to the commencing the required activities, especially in the actual dismantling and replacement of the elevators system. (Phase-I & Phase-II)
3.	Administrative documentations, fabrication, manufacturing/ ordering, shipment, port releasing, and delivery to site and secure the safety of equipment at its designated temporary storage area. All vital and fragile components of the equipment shall be properly sealed & secured from risk and damages, especially the electronic components of elevator equipment. Set-up scaffoldings including all other support structures and machineries.
4.	Provide proper and safe enclosures/covering of the delivered equipment at staging site for the safety against any damages. Protect the contractors' personnel and properties from potential accidents and damages during project implementation and as may be necessary after the installation; and shall likewise protect the SSS properties from any damages resulting from installation of the new equipment.
5.	All Permits required for this work shall be obtained by and at the expense of the contractor. The Contractor shall furnish to SSS the construction permit/s, Certificates of Inspection and Approval from the proper government authorities after the completion of the work. The Contractor shall prepare all as-built plans and all other paperwork required by the approving authorities and secure corresponding permit to operate for all the elevator systems.
6.	Careful dismantling of existing equipment in coordination with SSS, and the existing preventive maintenance service provider, the dismantling of the existing elevators shall be carefully executed to preserve the reusable parts and components, (electronics, mechanical, etc.) and other the functional parts and materials that could be used as replacement of the existing running units until replacement are completed.

7.	Make sure that the installed mounting structures can withstand all applied loads. Check and implement corrective measures, if necessary, to ensure that elevator shaft/hoistway structure is free from any damage, or potential factors that may cause damages, observed standard manufacturer's installation guidelines for the properly framing, alignment, built square, plumb, and flush to within +/-25mm tolerance over the full height of lift shaft, repair and implement corrections as required.
8.	<p>SUBMITTALS (submission timelines of listed documents shall be based on its actual needs and application)</p> <ul style="list-style-type: none"> • 1st at bidding stage during post-qualification, evaluation, and determination of the lowest calculated responsive bid. <ul style="list-style-type: none"> • Brochures/Data Sheet, Technical Specifications, Design parameters, After Sales and Preventive Maintenance Assurance Certificate. • 2nd at Implementation stage after the issuance of the Notice to Proceed as required during the project implementation. <ul style="list-style-type: none"> • Proposed plans, application for the replacement/construction permits, Gantt Chart and/or Bar chart • 3rd stage upon completion of the performed test at plant and final installation sites and delivery of the equipment. <ul style="list-style-type: none"> • Production Data Sheet, Installation, Operation and Maintenance Manuals, wiring and schematic diagrams, copy of importation document. • Final stage upon 100% delivery, turn-over and acceptance of the completed project and all other related documents for the billing process. <ul style="list-style-type: none"> • As-built plans, Certificate of warranty, Permit to Operate, including delivery documents'/receipts, sales invoices as applicable in the any billing stages. Training certificate of SSS representatives.
9.	<p>Performance: Per recommended standards Codes, EN-81 or ASME A17.1 or approved equivalent</p> <p>a. Car Speed: \pm 3% of contract speed under any loading condition or direction of travel.</p> <p>b. Car Capacity: Safely lower, stop and hold up to 125% of rated load (code required)</p> <p>c. Safety: Governor, Rail Guides, Ropes/Belts, Brake system</p>
10.	All other parts, components & accessories deem necessary to be installed to complete the project and comply the safety standard requirements shall be provided and rendered by the winning bidder at no additional cost to the SSS.
11.	Supply and install materials and render services including other miscellaneous and incidental items that may be found or determined for installation or service during the contract implementation to complete and make the elevator equipment fully and safely operational.
III.	Cost components description
A.	Elevator Equipment
	Supply and delivery of complete sets of four (4) passenger elevator system equipment, inclusive of all applicable importation & local charges & taxes, custom duties, storage fees, applicable clearances, cost of importation and freights and all other essential and incidental services/charges/taxes for the successful replacement, delivery, and functionality of the brand-new elevator system to the designated location including Automatic Voltage Regulators (AVR) for each unit.
B.	<p>Mechanical works:</p> <ul style="list-style-type: none"> - Phase I - 1st two (2) sets and, - Phase II - 2nd two (2) sets

	<p>Dismantling of the existing 4 elevator units, lifting, rigging, hauling to designated storage, rental of equipment, and other necessary works but not limited to the following:</p> <ol style="list-style-type: none"> a. Rental of lifts, boom, scaffoldings, ladders, and other safety equipment to be assembled and disassembled inside the elevator shaft, including hauling of the dismantled elevator to designated storage at East Ave. property. b. Dismantling of the existing traction machines, steel guide rails, car, mountings, counterweight, guide rails, elevator cars, counterweight, hoisting ropes, governor, elevator pit buffers, controllers, mechanical, electrical, and other components of the elevator system inside the elevator shaft and machine room.
	<p>Clearing elevator shaft / hoistway, machine room and check structural integrity, rectify as needed. Preparation for the complete installation of the first two sets, (Phase I). Painting (with odorless paint) inside Elevator Machine room. Prepare the alignment of elevator, rail guides, traction machine lifting ropes/belts, counterweights, governor/brakes, control system, safety devices, cars, and all other components</p>
C.	<p>Installation of new elevator equipment (4-sets), lifting, rigging and other necessary works but not limited to the following:</p> <ol style="list-style-type: none"> a. Lifting and installation of new gearless permanent magnet traction machines, elevator/car lift, and their necessary supports system, and other components. b. Installation of the steel guide rails, car roller guides, counterweight guide rails, elevator cars, counterweight, hoisting ropes, governors, elevator pit buffers, controllers, car door sills, jambs, transoms, and other mechanical parts and components of the brand-new elevator system. c. Installation of Supervisory Panels at the same location of the existing complete with communication system in the equipment room, ground floor, and including phone handsets at the landing area.
D.	<p>Supply and installation of 3-TR Floor mounted Inverter Air-conditioning units in the Elevator machine room.</p>
	<p>Electrical and Auxiliary Works</p>
E.	<p>Supply and installation of appropriate electrical wiring system, devices, but not limited to the following:</p> <ol style="list-style-type: none"> a. Supply and installation of conduits, fittings, and wiring cable necessary to provide power supply, the panel boards and control panels at machine room, elevator shaft, top car lights, including the connection links of new elevator panels to the existing seismic detector (accelerograph) of the building. (4 units) b. Supply and installation elevator communication facilities wired and wireless features, minimum compliance with the applicable standards for passenger elevator codes. c. Wiring installation of 4 sets Automatic Voltage Regulators with suitable ratings and application to the new machines d. Restore and replace with LED lamps & provide with accessible switches. Provide troubleshooting lights on top of the elevator cars. e. Supply and installation of new digital kilowatt-hour meters, with Current Transformers (CT) for each elevator. (4 units) f. Supply and installation of IP Surveillance/CCTV system with 12 pcs., 5MP Dome/Bullet IP Cameras, DVR/NVR Servers with 16TB Hard Drive and LED Monitor. <ul style="list-style-type: none"> - Four (4) sets - (inside the car) - Four (4) sets - (on top of the car) - Two (2) sets - (at machine room) - Two (2) sets - (Ground Floor Lobby)

	Civil Works
F.	<p>Site preparation, replacement of existing stainless side wall claddings, restoration of the existing marble claddings affected by the new installations including polishing, grouting, specialty works, hoistway repairs, water proofing of pits, pit ladder installations, door sills, jamb, transom replacements, and other related works to completely restore the architectural finishes of the elevator door/entrances.</p> <p>Including all other related civil restoration works at Lobbies from Ground to 12/Floor, shafts, and machine rooms.</p> <p>Retrofit existing machine rooms complementary with the required provision of mounting structure, stable foundations for the new elevator traction machines and other parts/components of the brand-new elevator system.</p> <p>Machine foundation's structural integrity shall be observed to ensure safety of the personnel, equipment, and property.</p> <p>Specifications, Civil & Architectural Materials</p> <ul style="list-style-type: none"> - Odorless paints for machine room - Pre painted pit ladder, divider beams, and supports hangers, - Stainless hairline finish for side door claddings, transoms - Marble Wall Cladding at Elevator Lobby from G/F to 12/F. <p>Submit brochures or sample photo of materials for these requirements during implementation</p>

	Testing and Commissioning
G.	<p>Programming, calibration, system fine tuning, testing, commissioning, in accordance with the elevator/lift standard codes, and applicable engineering practices to ensure safe operation of the equipment.</p>
	Miscellaneous and other administrative/incidental expenses
H.	<p>Secure elevator replacement permits proposed and as-built plans, clearances to applicable local government agencies pertaining to the project, permits to operate, and all other complementary, essential, incidental, and miscellaneous expenses, including all other needed materials & services to make the project completely functional and safe to operate.</p> <p>Training of the SSS technicians, operators for the basic operation, troubleshooting and minor repairs.</p>
	<p>Note: All other Parts, Components & Accessories deem necessary to be installed to complete the project and comply the safety standard requirements shall be provided and rendered by the winning bidder at no additional cost to the SSS</p>

SCOPE OF WORKS

Scope of Work for the 5-Year Preventive Maintenance Services	
Item no.	Particulars
I.	Preventive Maintenance Services - Five (5) year comprehensive preventive maintenance services contract shall take effect after the Two (2) year warranty period of the newly installed elevator units
A.	Render monthly inspection and systematic check-up regularly, through its qualified Engineers and Servicemen, for the purpose of examining the operating condition of the equipment, render servicing needs, cleaning, adjustment/ calibrations of all electrical and mechanical components, electronic system, controls and safety devices, lubrication and other related preventive maintenance services per manufacturer’s recommendation and manuals.
B.	To provide all the necessary lubricating and cleaning materials and replacement parts that may be found defective and render replacement and repair services
C.	Conduct annual recommended tests and examination of all safety devices, and not limited to the following: no load and full load tests, full speed tests, drop test- (optional), safety mechanisms, car control buttons, counterweight stability, braking system, Rope/Belt tensions tolerances and other standards as the local authorities may require.
D.	To renew all wire/hoisting ropes as often as necessary to maintain an adequate factor of safety
E.	To maintain where applicable the performance characteristics of the elevator equipment such as, speed, acceleration, retardation, as specified by the equipment manufacturer and to perform the necessary adjustments as required to maintain the original door opening and closing time duration, with limits in accordance with the applicable codes.
F.	To check where applicable, the group dispatching system and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as designed.
G.	To provide twenty-four (24) hours service in case of a breakdown or emergency and shall send one or more of its trained personnel to rectify that fault or to render any assistance when required. The response time is within one (1) hour from the receipt of verbal or written notice from the SSS.
H.	To provide orientations, as may be requested by the SSS from time to time, to elevator operators on the proper operations of the elevator cars including emergency escape procedures
I.	To require its personnel to register the activities being rendered in the LOGBOOK provided and maintained by the SSS’ Engineering and Facilities Maintenance Department. All complaints and noted malfunctions in the elevator operations shall likewise be recorded in the said logbook
II.	Hours of Work. All works are to be performed during the regular working hours and days, critical repair and heavy works shall be done during non-working days to ensure the safety of the third parties, unless the SSS makes a request for a different schedule thereof. Emergency calls must be attended immediately and without delay to ensure the safety of life and property.
III.	Term. The comprehensive preventive maintenance shall be for a period of five (5) years.
IV	Replacement of all parts and components of the elevator system must be inclusive and covered under the Comprehensive Preventive Maintenance Service (PMS) Contract.

SCOPE OF WORKS
Descriptions of Pay Items under Bid Breakdown

ITEM NO.	DESCRIPTION
(A)	(B)
Elevator Equipment	
A.	Supply and delivery of complete sets of four (4) passenger elevator system, inclusive of all applicable importation & local charges, taxes, custom duties, storage fees, applicable clearances, cost of importation and freights, and all other essential and incidental services/charges for the successful replacement, delivery, and functionality of the brand-new elevator system to the designated location. including Automatic Voltage Regulators (AVR) for each unit.
Mechanical works	
1. Rental of equipment and dismantling of the existing elevator units and other necessary works but not limited to the following:	
B.	
a	Rental of lifts, boom/cranes, scaffoldings, ladders, other safety equipment/devices to be assembled and disassembled inside the elevator shaft, including hauling of the dismantled elevator to designated storage at East Ave. property.
b	Dismantling of the existing traction machines, steel guide rails, cars/lifts, doors, brake system, mountings/supports, counterweights, guide rails, hoisting ropes, governor assembly, elevator pit buffers, controllers, mechanical, electrical, and other components/parts no longer needed of the elevator system and machine room.
2. Installation of new elevator equipment (4-units), and other essential works/services but not limited to the following.	
C.	
a	Lifting and installation of new traction machines, cars/lifts, doors, framings, steel guide rails, brake system and all other parts/components, necessary retrofits, and complete supports system.
b	Installation of new traction machines, lifts/cars, doors, steel guide rails, car rollers & guides, counterweight & guide rails, hoisting ropes, governor assembly, elevator pit buffers, controllers' safety devices, brake system and other parts/components of the new elevator system, proper alignments & leveling.
3. Supply and Installation of 2- Air-conditioning units at elevator machine room.	
D	Supply and installation of 3-TR Floor mounted Inverter Air-conditioning units in the Elevator machine room.
Electrical and Auxiliary Works	
Supply and Installation of all suitable and necessary electrical materials and services but not limited to the following:	
E.	
a	Supply and installation of conduits, fittings, wiring cable necessary to provide power supply to the equipment, panel boards, breakers and control panels at machine room, elevator shaft, top car lights & others. (4 sets)
b	Supply and installation of new digital kilowatt-hour meters, with Current Transformers (CT) for each elevator. (4 units)
c	Supply and installation CCTV- System with 12 pcs., 5MP Dome or Bullet IP Cameras including DVR/NVR Servers with 16TB hard drive complete fields wirings, accessories, and peripherals. (Pls refer to technical specifications)
Civil Works (refer to technical specification for other details)	
F.	Site preparation, replacement of existing stainless side wall claddings, door access and jambs, truncheons, and retrofits, restoration of the existing marble claddings, and other affected areas by the new installations, including polishing, grouting under entrance sills, specialty works, hoist way repairs, water proofing of pits, pit ladder installations, and other related works to completely retrofit and restore the architectural finishes of the elevator door/entrances (Lobbies from G/F to 12/FL.)
Testing and Commissioning	
G.	Programming, calibration, fine tuning of the control system including Testing and Commissioning of 4 sets elevator equipment. (Per manufacturer's standard.)
License & operating permits, proposed and as-built plans, brochures, and other administrative and incidental expenses.	
H.	Elevator replacement permits, proposed and as-built plans, clearances to applicable local government agencies pertaining to the project, permits to operate, and all other complementary, essential, incidental, and miscellaneous expenses, and all other needed materials & services to complete the project and safe to operate.

Equipment and Materials to be supplied subject for approval during implementation	
Item – Equipment Data	Specification
Elevator shaft /hoistway lightings from ground to topmost floor level.	LED lamps,
Ventilation equipment	New 3TR Floor Mounted Inverter Air – Conditioning units.
Civil and Architectural Materials	<ul style="list-style-type: none"> - Odorless paints for machine room - Pre painted pit ladder, divider beams, and supports hangers, - Stainless hairline finish for side door claddings, transoms - Marble Wall Cladding at Elevator Lobby from G/F to 12/F.
Electrical Materials	<ul style="list-style-type: none"> - IMC conduit & fittings - PNS compliant or approved equivalent for wirings/cable, breakers, and other materials.
CCTV/IP Surveillance system	<p>Built-in Video Management System NVR/DVR 16 TB Hard Drive (continuous duty) Cat5e/Cat 6 wiring system, 5MP Dome and Bullet IP Cameras</p> <p>32” LED HD monitor, including power supply, converter and other peripheral and accessories</p>
Ventilation equipment/ Air-conditioning, Electrical Materials, CCTV/IP Surveillance system.	<p>All specifications must be with Product Standard (PS) marked for locally produced materials and compliant with the Philippine National Standards (PNS), while imported product must be with Imported Commodity Clearance (ICC) marked.</p> <p>Submit brochures/samples/reference documents during implementation.</p>

