



SOCIAL SECURITY SYSTEM

PHILIPPINE BIDDING DOCUMENTS

Sixth Edition

Procurement of GOODS

**REPLACEMENT OF (3)-CHILLERS AND (3)-
COOLING TOWERS OF THE CENTRALIZED
AIR -CONDITIONING SYSTEM AND OTHER
RELATED WORKS AT SSS MAKATI BUILDING**

ITB-SSS- GOODS-2023-085

October 2023

Government of the Republic of the Philippines


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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 into 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*(632)8920-6446
E-mail: member_relations@sss.gov.ph*Website <http://www.sss.gov.ph>

Invitation to Bid
ITB-SSS-Goods-2023-085

**REPLACEMENT OF (3)- CHILLERS AND (3) COOLING TOWERS OF
CENTRALIZED AIR - CONDITIONING SYSTEM AND OTHER RELATED
WORKS AT SSS MAKATI BUILDING**

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
₱ 75,840,000.00 Approved 2023 Corporate Operating Budget– CO with Code PAP 2023-0169 of the 2023 Annual Procurement Plan (APP)	Two Hundred forty (240) Calendar Days from receipt of Notice to Proceed and Signed Contract	₱ 27,500.00	October 16, 2023 (Monday) 10:00 a.m.	October 30, 2023 (Monday) 2:00pm

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 **07 October 2023 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 13 October 2023, 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; 8709-7198 local 5492/6382

Email – bac@sss.gov.ph

12. Bidding Documents may be downloaded from PROCUREMENT tab at www.sss.gov.ph starting **07 October 2023**.


THE CHAIRPERSON
BIDS & AWARDS COMMITTEE

ref.: itb-sss-goods-2023-085-Replacement of Chillers and Cooling Tower

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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Social Security System* wishes to receive Bids for the **Replacement of (3)-Chillers and (3) Cooling Towers of Centralized Air - Conditioning System and Other Related Works at SSS Makati Building**, with identification number *ITB-SSS-Goods-2023-085*.

The Procurement Project (referred to herein as “Project”) is composed of *one 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 *CY2023* in the total amount of *Seventy – Five Million Eight Hundred Forty Thousand Pesos (₱75,840,000.00)*.
- 2.2. The source of funding is: Approved 2023 Corporate Operating Budget– Capital Outlay, with Code PAP 2023-0169 of the 2023 Annual Procurement Plan (APP).

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. a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. 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, 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 may be. 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 several 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. Within a 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 shall be:</p> <ol style="list-style-type: none"> Supply, Delivery and Installation of 300TR of the Centralized Air – Conditioning System Completed within five (5) years prior to the deadline for the submission and receipt of bids. 							
7.1	Not Applicable							
12	<p>The price of the Goods shall be quoted DDP.</p> <p>SSS Building, 6782 Ayala Avenue corner Rufino Street, Makati 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> <tr> <th>Form of Bid Security</th><th>Amount of Bid Security (Not less than the Percentage of the ABC)</th></tr> <tr> <td>Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td><td rowspan="2">Two percent (2%) or ₱ 1,516,800.00</td></tr> <tr> <td>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>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>Five percent (5%) or ₱ 3,792,000.00</td></tr> </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 ₱ 1,516,800.00	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 ₱ 3,792,000.00
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 ₱ 1,516,800.00							
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 ₱ 3,792,000.00							
19.3	<p>The ABC is ₱75,840,000.00</p> <p>Any bid with a financial component exceeding the ABC 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 & opening of bids filed electronically (EFPS);
21.1	Not Applicable.

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	<div data-bbox="365 343 675 378">General Requirements</div> <div data-bbox="365 413 1494 2175"> <ol style="list-style-type: none"> 1. The work covers the supply, delivery, and installation of new Chillers and Cooling Towers from the factory of origin to the job site. Including payment of all the shipping cost, marine insurances, freight custom forwarders, custom duties, access permits for passage to local areas, VAT and brokerage fees and others up to project site at SSS Makati Building, Ayala cor. Rufino St. Makati City. 2. All materials must be of the approved type, application and comply with the minimum technical specification required for the project. Inspection of materials/equipment will be made by SSS representative/s for validating compliance and conformity, any discrepancies, damages, deviations shall be documented for removal/withdrawal rectification, repair, and replacement as applicable. 3. Toolbox, lifting equipment (Cranes), electric drill machine, ladders, threading, welding/brazing machines, pipe cutting & grinding machine, pressure and gauge manifolds, laser leveling tools, mobile scaffolds, staging platforms, suitable transportation/hauling vehicles and other necessary facilities for the installation works. 4. Ensure that the lifting cables can safely support the entire weight of the machines. Improper handling or lifting may result in serious injury & damage to the product. Ensure isolator pads or spring isolators are available in the chiller feet/ legs prior to lowering the equipment to its designated site and machine foundations. 5. Delivered equipment/materials shall be kept covered with suitable packaging materials to preserve and ensure safety against any damages and with proper inventory reports, marked, and preliminary checked identified as per package lists. 6. Storage and actual site conditions must be checked in preparation for the appropriate deployment. Minimum equipment room clearances must comply with manufacturer’s standard recommendations to allow maintenance and repair access aside from tending and operation of the machines/equipment. 7. Prior to installation prepare and submit all data sheets, brochures, manuals, testing results, sealed packaging condition must be checked to validate the integrity of the brand-new equipment and shall be free from any damages during its transportation, hauling, delivery storage and other forms of any tampering that may compromised the functionality and performance of the new equipment. 8. Strictly observed manufacturer’s instructions, manuals pertaining to rigging to ensure safety against damage. Observe local labor safety protocols, PPE requirements and deploy qualified and experienced technical team/service crews and engineers to safeguard the successful replacement of existing with the newly supplied equipment and machinery. 9. Observed standards Health and Safety Procedures/Protocols to ensure the safe and successful dismantling and handling of the equipment subject for replacement, delivery of new equipment, positioning, installation, tests, and commissioning, turn-over and acceptance of the project by the project proponent. </div>

	<p>Mechanical Works</p> <ol style="list-style-type: none"> Provision of labor, engineering supervision, skilled and experienced installers, technicians, instrumentation, tools, supply of materials and equipment to implement the listed scope of the project. <ol style="list-style-type: none"> Prepare the required proposed plans and secure necessary mechanical permits and clearances from Makati Commercial Estate Association (MACEA) and, Office of the Building Official (OBO), Department, Makati City. Mobilization of manpower, tools, equipment, temporary facilities, and others needed preparation for the project and dismantling of the existing <u>Chillers, Cooling Tower, (CT), Chilled & Condenser Pumps</u>, and all system installations subject for replacement and handling of all removed items to designated/secured locations in the parking area of the SSS Makati Building. Systematic dismantling of existing equipment and system installation mentioned above. Preparation of the machine/equipment foundations for the new supplied equipment/machines and including mechanical piping system, Installations of all supplied equipment/machineries mechanical piping system, retrofitting of mechanical fittings, condenser's waterline connections, complete with all applicable types of industrial gate valves, isolation valves, bypass valves, pressure gauges, vents & drain valves, relief valves, headers, strainers, chilled pipe insulations, supports and hangers and others related support structures, drain fittings, appurtenances, accessories, and other related installation services of the project. Chillers system evacuation, dehydration and charging with refrigerant shall be carried out by skilled & experienced personnel provided by equipment manufacturer and or its trained and accredited service provider. After installation of the chillers, review of the completed services must be thoroughly subject to final inspection and quality check prior to proceeding with testing & commissioning. Submission of approved as-built plans, brochures, installation, operation and maintenance manuals, installation permits and other applicable clearances. Strategic dismantling to minimize if not avoid disruption of the building operation during the replacement process of the Chillers and Cooling Towers, (CT) and their piping system. <p>The works shall include loading delivery unloading of the new Chillers and Cooling Towers/equipment including all accessories from sources/origin, container van to ground level, hauling and rigging to the Chiller Room and to the Roof Deck, for the location of the Cooling Towers. Equipment dismantling and assembling works if needed must be included in cost by the Supplier.</p> <ol style="list-style-type: none"> Conduct preliminary inspection to familiarize the local conditions and determine the existing operating status of the building's air-con system, more particularly on the operation of the remaining functional Chiller and CT. Device a systematic implementation plan with phase-by-phase dismantling and replacement scheme of Cooling Tower assembly and the piping headers and its distribution system. Isolate the non-working CTs, dismantle and remove the entire assembly, prepare the foundation to accommodate new replacement assembly and replace each CT assembly one at a time. If necessary, provide temporary bypass CT Header to keep the centralized air-con functional while dismantling and setting up new distribution and riser header of the new CTs. Pre-fabrication of each segment of the CT piping system and its corresponding valves, fittings, and headers prior to decommissioning, dismantling and removal
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	<p>from the existing layout in preparation to its immediate replacement with new system/assembly and distribution.</p> <p>f. Schedule the shutting down, dismantling, and immediate replacement during long weekends to optimize full access and allow ample time for its quick restoration and prepare for the next day’s normal operation.</p> <p>Temporary lifting frames/tools, hangers, supports and facilities shall be prepared and installed prior to torch or oxyfuel cutting of the piping system and CT dismantling.</p> <p>3. Testing and Commissioning:</p> <p>a. The Supplier shall strictly follow the installation of the new non-CFC chiller in accordance with the guidelines and procedures/standards for the installation and commissioning as prescribed by the chiller manufacturer.</p> <p>b. The Supplier shall ensure that the following data/parameters are monitored:</p> <ul style="list-style-type: none">- Date of data recording- Time of data recording- Inlet water temperature to evaporator (°C or °F)- Inlet water temperature to condenser (°C or °F)- Outlet water temperature from evaporator (°C or °F)- Power consumption (kW) of the Compressor Motor- Energy Consumption (kWh)- Pressure drops across the evaporator (kPa) or- Rate of chilled water flow across the evaporator (kg/hr.) <p>c. The Supplier shall provide training to the SSS personnel on the maintenance and operation of the new chiller and perform the recording of the required monitoring parameters.</p> <p>d. The supplier shall complete the commissioning report form and submit it to SSS. The SSS may provide supplemental suggested outline of the commissioning reports in addition to the manufacturer’s standard commissioning report.</p> <p>Post-installation work shall include cleaning and flushing of newly installed chiller piping system, painting and labeling, and cleaning of debris of the workplace.</p> <p>Electrical Works</p> <p>1. The service provider/ contractor is required to conduct site inspection together with the Building Maintenance and EFMD Engineer or SSS representative to determine the nature and extent of necessary works, materials, and services and considered as essential and incidental requirement in the implementation of the project.</p> <p>2. The contractor shall be responsible for thorough coordination with the concern parties and, secure of all necessary permits and clearances from local and other concerned regulating government agencies.</p> <p>3. All work shall be properly coordinated with the Building Owner or SSS representative to discuss all phases of the works/ activities.</p> <p>4. Disconnect wiring system terminations/connections, from the system, (i.e.) circuit breakers, sub feeders of all motor and controls circuits of the following equipment and install new system wiring system appropriate for all its respective equipment/machines.</p> <p>Chillers, chilled pumps, condenser pumps, cooling towers, field wirings, and motor control system.</p>
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	<p>The functional equipment shall be carefully dismantled to preserve its functionality and all dismantled items/materials shall be turned over to the assigned SSS representative for proper safekeeping. The same shall be stored in the safe place.</p> <p>5. Provision of all necessary wiring system and circuit protections to all new supplied equipment/facilities in accordance with the respective applicable standards and compliance to the Philippine Electrical codes.</p> <p>6. Supply and install of new feeder line wiring and roughing-in layout materials complete with essential wiring system, standard accessories, and rigidly secured with appropriate fittings using suitable materials.</p> <p>Installation of the standard electrical requirement to include circuit breakers, conduits, and fittings, THWN/THHN-2, or its approved equivalent, TF Wires/control wires, kWh meter, supports and hangers and all other essential accessories needed to complete and make the project fully functional and safe to operate. Proper marking to the circuits must be provided.</p> <p>a. Installation of control system such as wires from flow switches, power meter devices, electrical and mechanical monitoring parameters to its new chiller control panel</p> <p>b. Installation of chiller's data logging devices with monitoring devices or desktops/pc for the data acquisition, storage, and transfer and control as applicable.</p> <p>c. The principal equipment manufacturer shall provide qualified and experienced personnel to conduct training and orientation on the data logger's operation and related controls.</p> <p>d. Hands on training for the standard operation, maintenance, troubleshooting and repair of the newly installed equipment.</p> <p>7. Retrofitting, and reconfigurations of the existing control system to adopt with the new system protection and provide all essential components and accessories needed to complete the sets of control system and make safely functional in accordance with engineering practices and standards.</p> <p>8. All existing MCC enclosures/ panel shall be re-utilized including functional circuit protections, feeder line wiring system from substation to MCC machine room. Refurbishing of the existing MCC enclosure:</p> <ul style="list-style-type: none">• Replacement of gasket• Sealing of joints• Repainting with two coat enamel finish color gray.• Repairs rectify any defects/faulty devices, parts, and components of the MCC. <p>9. All areas affected during implementation of the project by chipping/boring, dismantling works and other related activities shall be restored to functional condition, purposes, configuration and preferably with better aesthetics at no additional cost to the SSS.</p> <p>10. Calibration, Testing and Commissioning of the newly installed and supplied equipment.</p>
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	<p>11. Preparation and submission of shop drawings and blueprint as-built plans in standard size (20inx30in) duly signed and sealed by the applicable Professional Practitioners (Professional Electrical Engineer).</p> <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 Social Security System Building, 6782 Ayala Avenue corner Rufino Street, Makati 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 Building, 6782 Ayala Avenue corner Rufino Street, Makati 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> <ul 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; ande. training of the Procuring Entity’s personnel, at the Supplier’s plant and/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 at least 10 years from the date of acquisition. <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>
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	<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: Select appropriate requirements and delete the rest.</p> <ol style="list-style-type: none">1. 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; and2. in the event of termination of production of the spare parts:<ol style="list-style-type: none">i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; andii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of two (2) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within seven (7) calendar days from receipt of order.</p> <p>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p> <p>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.</p>
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	<p>Transportation –</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
2.2	<p>The terms of payment shall be one-time payment after completion of the project and final acceptance from EFMD which shall be credited to the LANDBANK or DBP or any choice of bank account subject to applicable bank charges of the winning bidder.</p> <p>The payment shall be subject to retention of Withholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS.</p> <p>Payment using a Letter of Credit is not allowed.</p> <p>Retention money equivalent to five (5%) of payment shall be retained and shall be released after the expiration of the warranty period.</p>
4	<p>The inspections and tests that will be conducted are as follows:</p> <p>PERFORMANCE & TESTINGS</p> <p>Plant laboratory</p> <p>The Factory Acceptance Test (FAT) of the equipment performance at the testing facility of the principals’ manufacturing plant must be conducted and provided with complete production document, the measured and gathered electromechanical parameters and/or tests results must be properly recorder with hard copy, soft copy (flash disk/USB), standard format in English language.</p> <p>The performance of the equipment must comply with the minimum required technical specifications as indicated in Section VII. Technical Requirements.</p>

	<p>The data sheets, recorded and gathered electro-mechanical tests results, must be duly attested and signed by the manufacturer’s quality officer, witnessed by representatives from the production engineers, local distributors/contractor and SSS representative. Formal transmission of the said documents shall be submitted to SSS representative. (SSS reserves the option to witness through online live communications platforms.)</p> <p>Site Inspection and Tests (Point of Delivery Performance & Testing)</p> <p>Perform the necessary adjustments and calibrations to set the tolerance within the allowable and acceptable limits and in accordance with the specified/required performance and in relative to the standard manufacturer’s recommendations and the applicable International Standard Compliance.</p> <p>The performance data of the completely delivered, installed and fully functional Chillers, Cooling Towers, Pumps and other related works 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 FAT and commissioning of the completed project.</p> <p>All tests shall be witnessed by SSS authorized representative/s.</p> <p>Note:</p> <p>The applicable international standard codes AHRI/ASHRAE or its approved equivalent shall be adopted and must be complied with.</p>
5.2	<p>Warranty</p> <p>The Chiller, Cooling Tower and Pumps, and other supplied and installed materials and system installation is covered with two (2) years warranty from the date of acceptance inclusive of guaranteed comprehensive preventive maintenance services during the said warranty period.</p>
6	<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> <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.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>No arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.</p> <p>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.</p> <p>16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.</p> <p>17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives.</p>
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	<p>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.</p> <p>19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest.</p>
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Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<ul style="list-style-type: none">• Administrative services for the preparation of proposed plans and securing the necessary permits from the Makati Commercial Estate Association, (MACEA) and Office of the Building Official Department, Makati City.• Systematic dismantling of the existing equipment/s subject for replacement at the SSS Makati Building.• Supply, delivery, and installation of the following sets of equipment;<ul style="list-style-type: none">a) 3-300TR Chillers,b) 3-sets Chilled Pumpsc) 3-sets Condenser Pumpsd) 3-sets Cooling Towers,e) Condenser Piping System replacement.f) Other related works to complete the project & make it fully functional	1 LOT	1 LOT	TWO HUNDRED FORTY (240) CALENDAR DAYS from receipt of Notice to Proceed, Job Order and signed contract.
2	Tests and commissioning of new equipment supplied product familiarization, hands-on training for tending, operation, maintenance, troubleshooting, and basic repairs of newly installed equipment.	1 LOT	1 LOT	To commence within 5 working days after the successful installation of the equipment relative to the project

Name: _____

Legal capacity:_____

Signature:_____

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

Date: _____

Section VII. Technical Specifications

Technical Specifications

Item No.	Specification	Statement of Compliance	Annex
<i>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.</i>			
A	WATER COOLED CHILLER		
1.	<p>International Standard Compliance: AHRI Standard -550/590 (I-P) and 551/591 (SI), certified/compliant must be verifiable at AHRI Directory at: www.ahridirectory.org must submit: “Certificate of Product Ratings” with certificate number. with 1- original product brochure/data sheet. (updated)</p> <p>The plant site testing facility for the “Factory Acceptance Test (FAT). Testing Facilities must be AHRI compliant. Must submit: AHRI issued Certification standard.</p> <p>Verifiable online at certifying bodies official websites.</p>		
2.	<p>Philippine Contractors Accreditation Board (PCAB): Medium A, Category B SP-AC (Air-conditioning or Refrigeration) or SP-ME (Mechanical Works)</p> <p>Must submit: Proof of PCAB accreditation.</p> <p>The bidder must submit distributorship certification of the offered product or equipment.</p>		
3.	<p>COMPRESSORS: Oil less, Magnetic Technology</p> <p>Coefficient of Performance. Rating, (COP.R): 0.60kW/Ton (min.) Power Input (kW) / Cooling Capacity (TR)</p> <p>Must Submit: Updated brochures showing the availability of the features as supporting documents to the statements of compliance.</p>		
4.	<ul style="list-style-type: none"> ▪ Cooling Capacity: 300.0 TR/unit ▪ Refrigerant: R-134a ▪ Service Voltage: 480 V AC, 60Hz, 3Phase <p>Must submit equipment selection guide/table to support performance efficiency of the offered product.</p>		

Item No.	Specification	Statement of Compliance	Annex
5.	EVAPORATOR <ul style="list-style-type: none"> Two (2) Pass: Shell-&-Tube Entering Chilled Water Temperature: 54 °F or 12°C, appx. Leaving Water Temperature: 44 °F or 7°C, appx. Fouling factor: 0.00010 (h.ft2. °F /Btu / 0.0180 m²-°C/kW <p>Must submit Brochures showing the above parameters</p>		
6.	CONDENSER <ul style="list-style-type: none"> Two (2) Pass: Shell-&-Tube Entering Water Temperature: 85 °F or 30 °C, appx. Leaving Water Temperature: 95 °F or 35 °C, appx. Fouling factor: 0.000250 (h.ft2. °F /Btu / 0.0440 m²-°C/kW <p>Must submit Brochures showing the above parameters</p>		
7.	CONTROL PANEL Features		
	<ul style="list-style-type: none"> Digital microprocessor LCD display or equivalent/push button or touch screen BMS Ready (Modbus, BACnet, Lon Works) or approved equivalent Graphical display Stepless IPLV Chiller's essential electromechanical parameters, <p>Must submit brochures showing the above parameters</p>		
B	CENTRIFUGAL WATER PUMPS		
8.	CHILLED PUMP ASSEMBLY (with AC MOTOR & Control System)		
	<ul style="list-style-type: none"> Capacity: 700 gpm, US, (min.) Closed coupled, split case. TDH: 60 meters (min.) Service Voltage: 480V AC, 3Ph, 60Hz., RPM:1750 (nominal) Induction Motor Rated Capacity: Specify proposed HP or kW rating UL Listed, CE or approved equivalent international standards. <p>Must submit brochures showing the above parameters</p>		
9	CONDENSER PUMP ASSEMBLY (with AC MOTOR & Control System)		
	<ul style="list-style-type: none"> Capacity: 850 gpm, US, (min.) TDH: 15 meters (min.) Service Voltage: 480V AC, 3Ph, 60Hz., RPM:1750, (nominal) Induction Motor Rated Capacity: Specify proposed HP or kW rating. UL Listed, CE or approved equivalent international standards. <p>Must submit brochures showing the above parameters</p>		

Item No.	Specification	Statement of Compliance	Annex
C	350 TR COOLING TOWERS		
10.	<p>Induced Draft Cross Flow (Min. specs. below) Cooling Tower Assembly must be complete with set of standard mechanical and electrical system devices and accessories,</p> <ul style="list-style-type: none"> - Main frame structure, Fan motor & frame - Fan blade and guard, belt reducer/gear box assembly - PVC Filling, distribution box - Fan stack, Ladder, water sump/pit - Inlet & outlet pipe connection - Automatic filler, Quick filter, overflow & drain - Balancing/equalizing lines. - Electrical supply, motor, and field control system - Other related works to complete the project. <p>Bidders must submit product brochures/ data sheet/ other authentic references to support statement of compliance.</p>		
11.	<p>International Standard Compliance:</p> <ul style="list-style-type: none"> ➤ Cooling Technology Institute (CTI) Certified: Thermal Performance ➤ ASHRAE 90.1: Energy Rating Compliant <p>Bidders must submit proof of compliance certifications verifiable through online website facility.</p>	.	
12.	<p>a. Design parameters: Temperatures, entering/hot 37 °C, leaving/cold 32 °C, Wet bulb temperature: 27 °C Rated Capacity: 1350 GPM, min.</p> <p>Bidders must submit product brochures/ data sheet/ other authentic references to support statement of compliance.</p>		
	<p>b. Enclosure/Design: Box Type/Cross Flow, Induced Draft Fillers: PVC PVC Materials: In-filling & louvers, Stainless Steel 304 materials: Drain grills, bolts, and nuts. Aluminum alloy cast materials: Fan blade</p> <p>Bidders must submit product brochures/ data sheet/ other authentic references to support statement of compliance.</p>		
	<p>a. Hot Dip galvanized Steel Materials: Main frame structure/basin frame, handrail, caged, & ladder, fan guard, motor frame, inlet & outlet pipe connections</p> <p>Bidders must submit product brochures/ data sheet/ other authentic references to support statement of compliance.</p>		
	<p>b. FRP Materials: Casing, distribution box, hot/cold water basin, fan stack, water sump/sump pit, inspection door, hot and cold-water basin</p> <p>Bidders must submit product brochures/ data sheet/ other authentic references to support statement of compliance.</p>		

Item No	Specification	Statement of Compliance
D	REPLACEMENT OF THE EXISTING COOLING TOWER'S PIPING SYSTEM. Bidders must submit product brochures/ data sheet/ other authentic references to support statement of compliance.	
	B.I. Piping system, # 40 BI Piping System; Sizes in mm. diameters; 40, 50, 75, 150, 200, 250, 300, etc. Headers, supply and return lines of the cooling tower system. Valves, flange connector & fittings: Reducers, TEE, Elbows, Flexible pipe connectors, Gate valves, Butterfly valves, Check valves, Stainless steel Y strainers, Devices & packaging insulator: Pressure gages and switches, thermometers, sensors, chilled line insulators, and canvass wrappings. painted with epoxy, primers, at least three coatings. Supports and hangers: Hot Dip Galvanized Steel, epoxy primer painted, 3 -coatings. PVC, or PPR waterline system: Make-up inlet pipe, overflow pipe, drainpipe & equalizing pipe system with corresponding valves.	

Name: _____

Legal capacity:_____

Signature:_____

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

Date: _____

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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) year 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.

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

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
2ND FLOOR, SSS MAIN BUILDING
EAST AVENUE, DILIMAN, QUEZON CITY

NAME OF BIDDER : _____
ADDRESS : _____

NAME OF PROJECT: _____
ITB REFERENCE NUMBER: _____

DO NOT OPEN BEFORE
(the date and time for the opening of bids)

- E) Bids submitted after the deadline shall only be marked for recording purpose, shall not be included in the opening of bids, and shall be returned to the bidder unopened.

FORMS

Bid Form for the Procurement of Goods

BID FORM

Replacement of (3) Chillers and (3) Cooling Towers of the Centralized Air – Conditioning System and Other Related Works at SSS Makati Building

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 Replacement of (3) Chillers and (3) Cooling Towers of the Centralized Air – Conditioning System and Other Related Works at SSS Makati Building 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 _____

Item No.	Cost Component	Qty	Unit	Total Cost
1	300TR Water Cooled Chillers, Refrigerant: R-134a Evaporator EWT/LWT: 44/54 °F Condenser EWT/LWT: 85/95 °F Electrical Characteristics: 480V, 3P, 60Hz	3	sets	
2	350TR Cooling Towers Box type: FRP, Cross flow, Induced draft Complete set with standard mechanical and electrical system devices and accessories	3	sets	
3	Chilled Water Pump Flowrate: 700 gpm. (min.) Total Dynamic Head: 60 meters, min. Electrical Characteristics: 480V, 3P, 60Hz, Motor rated Speed: 1800 rpm, includes concrete foundation retrofit.	3	sets	
4	Condenser Pump Flowrate: 850 gpm. Total Dynamic Head: 15 meters, (min) Electrical Characteristics:480V, 3P, 60Hz Motor rated speed: 1800 rpm, includes concrete foundation	3	sets	
5	Chilled fittings and piping system: Materials: -BI schedule 40. All sizes - butterfly valves, - flexible pipe connectors, - pressure switches, - pressure gages, - thermometers - Rubber insulations, polyethene tapes - Fittings, Tee, elbows, miscellaneous & consumables Replacement of Cooling Tower piping system: Materials - BI pipes Sch. 40, all sizes - Motorized Valves, Drain Valves, - Quick Fill Valves - Butterfly Valves - Pressure Gages, - Gate Valves - Check Valves, - Y-Strainer - BI pipes schedule 40, all sizes	1	lot	

	- Reducers, Tee, Elbow, Flanges, - Connectors fittings & miscellaneous. Replacement of condenser risers/pipe headers. mechanical retrofitting, fabrication, welding works, supports, hangers, accessories, painting works and all other related mechanical works.			
6	Supply and install of Motor Controller complete with standard accessories and essential wiring system for the following: - Chiller Machine Motor Control System - Chilled Pump Motor Control System - Condenser Pump Motor Control System - Cooling Tower Motor Control System - AHU Motor Control System Panel	1	lot	
7	Supply and install of new electrical materials for roughing-ins of conduit and wires for the motor circuit/ control wiring system and other standard accessories.	1	lot	
8	Retrofitting of electrical wires, main power line, circuit breakers, control wirings, panel boards, cable trays, hangers, supports accessories, consumables, and other related works	1	lot	
9	Dismantling and hauling of old chiller, pumps, cooling tower, piping layout including mounting frames, electrical/ mechanical layout, and other accessories	1	lot	
10	Installation Permits of the project from the Office of the Building Official (OBO)	1	lot	
11	Testing, commissioning, trainings, as-builts, shop drawings, product data sheets, operations and maintenance manual, including incidental materials/services, miscellaneous and consumable items needed to complete the project.	1	lot	
TOTAL				

Note:

- Any bid exceeding the ABC of ₱ 75,840,000.00 shall not be accepted.
- 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.
- All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- Bid proposal must be inclusive of all applicable taxes.
- Warranty requirement is at no cost to SSS.

Name: _____

Legal capacity:_____

Signature:_____

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

Date: _____

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Formula in the Computation of NFCC

Replacement of (3) Chillers and (3) Cooling Towers of the Centralized Air – Conditioning System and Other Related Works at SSS Makati Building

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 (_____) – _____ = _____
Current Assets minus Current Liabilities minus Total Outstanding Works 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

	OWNER’S NAME, ADDRESS, CONTACT NUMBERS AND E- MAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	REMARKS (Indicate “With NDA” or “Without NDA”)

STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

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 CERTIFICATE OF FINAL COMPLETION**

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

NOTE: SLCC SHOULD BE PROJECTS WITHOUT NON-DISCLOSURE AGREEMENT (NDA)

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]

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

[Signature]

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 (3) Chillers and (3) Cooling Towers of the Centralized Air – Conditioning System and Other Related Works at SSS Makati Building

ITB-SSS-Goods-2023-____

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.

Handwritten signature

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 conforme 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:

for:

SSS

[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__.

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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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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

SECRETARY'S CERTIFICATE

I, <NAME OF CORPORATE SECRETARY>, of legal age, <Civil Status>, Filipino citizen and with business at <Company Address>, after being duly sworn, hereby depose and state that:

- 1. I am the Corporate Secretary of <COMPANY NAME>, a Corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at <Office Address>.
- 2. As the Corporate Secretary, I have custody and access to the records of the Corporation.
- 3. I am familiar with the facts herein certified and duly authorized to certify the same.
- 4. I hereby certify that during a regular meeting of the Board of Directors of the Corporation held on <Date of Meeting>, at which meeting a quorum was present, the following Resolution/s was/were unanimously passed, approved and adopted:

- a) RESOLVED that <COMPANY NAME>, authorized and empowered the following to participate in the bidding for the <PROJECT NAME> of the SOCIAL SECURITY SYSTEM:

NAME	POSITION/DESIGNATION	SIGNATURE
1.		
2.		

- b) RESOLVED FURTHER that, if awarded the Contract, the following is/are granted full power and authority to enter into contract with the SOCIAL SECURITY SYSTEM:

NAME	POSITION/DESIGNATION	SIGNATURE
1.		
2.		

- c) RESOLVED FURTHERMORE that, the designated representative/s of the Corporation has/have the full power to perform any and all acts necessary and/or to represent the Corporation as fully and effectively as the Corporation might do if personally present, and hereby satisfying and confirming all the said representative/s shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ____ at <CITY>.

NAME & SIGNATURE of Corporate Secretary

SUBSCRIBE AND SWORN to before me this __ day of _____ at <CITY>, affiant having exhibited to me his/her <Government Issued ID and details [issued by, date and place issued if applicable]>).

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

John

