



Social Security System

East Avenue, Diliman, Quezon City

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF GOODS

Fifth Edition - October 2016

**THREE-YEAR CONTRACT FOR
PROPERTY MANAGEMENT SERVICES
FOR SSS PROPERTIES MANAGED BY
ASSET MANAGEMENT DIVISION (AMD)**

NAME OF PROJECT

ITB-SSS-Goods-2019-008
January 2019

Government of the Republic of the Philippines

Engr. RICHARD R. MANGIBIN
Chairperson, TWG

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Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES

SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City

Tel. Nos. (632)920-6401*(632)920-6446

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

Invitation to Bid
ITB-SSS-Goods-2019-008

THREE (3) YEAR CONTRACT FOR PROPERTY MANAGEMENT SERVICES FOR SSS PROPERTIES MANAGED BY ASSET MANAGEMENT DIVISION (AMD)

Approved Budget for the Contract (ABC) and Source of Fund	Delivery/ Completion Period	Price of Bid Documents (non-refundable)	Date/Time	
			Pre-bid Conference	Deadline of Submission and Receipt of Bids
<p><i>Three – Year Contract for Property Management Services for SSS Properties Managed by Asset Management Division (AMD)</i></p> <p><i>Group A – SSS Makati Building (P14,486,669.28)</i></p> <p><i>Group B – HK Sun Plaza (P9,280,432.80)</i></p> <p><i>Group C – Urdaneta Village & Other SSS Properties (Urdaneta Village, Bella Villa, Pioneer Highlands Condo., Renaissance Tower, EGI-Rufino Tower, Pryce Center, Green Meadow Vill., FCA 7.4 Has., Fort Bonifacio, East Triangle, Manila Harbour) (P4,148,264.52)</i></p> <p><i>ABC P27,915,366.60</i></p> <p><i>Source of Fund: Investment Income</i></p>	<p><i>Three (3) calendar years</i></p>	<p><i>P15,000.00</i></p>	<p><i>February 08, 2019 (Friday) 2:30p.m.</i></p>	<p><i>February 22, 2019 (Friday) 2:00p.m.</i></p>

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 shall be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (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, 8:00a.m. to 5:00p.m.
5. **A complete set of Bidding Documents may be acquired by interested bidders starting 29 January 2019 up to the scheduled submission and 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 shall 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 shall hold a Pre-Bid Conference on the date and time specified above at the Green Room, 12th 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.
7. Bids must be duly received by the BAC Secretariat at the Green Room, 12th 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 ITB Clause 18.

Bid opening shall be on the date & time specified above at the Green Room, 12th Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids shall 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 on 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 Section 41 of RA 9184 and its IRR, 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) 922-1070; 920-6401 local 5492/6382

Email – bac@sss.gov.ph

Facsimile number – (632) 924-7380

**THE CHAIRPERSON
BIDS & AWARDS COMMITTEE**

ref.: itb-sss-goods-2019-008-property-mgt

Section II. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The procuring entity named in the **BDS** invites bids for the supply and delivery of the goods as described in Section VII. Technical Specification.
- 1.2 The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1 Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or

international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

(d). A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid: or

(g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2 In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head

of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1 Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines, and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2 Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
 - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3 Government owned or-controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially

autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4 Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1 (a) (ii).

- 5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2 The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental / Bid Bulletin(s) as provided under **ITB** Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that 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;
 - (g) Authorizing the HoPE or its duly authorized representative/s to verify all the

documents submitted;

- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislation.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.4 It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

- 6.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2 Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3 The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1 (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will

in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

- 9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1 Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2 The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3 Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1 Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

a) Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement 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

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner’s name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

- (iv) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

- (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
- (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

13.1 The financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4.
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

- 13.2
- (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
 - (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual

total costs of Goods and Works.

14. Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding.

A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

15.1 The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item and the total amount and the expected countries of origin of the Goods to be supplied under this Project.

15.2 The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

15.3 The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4 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**.
- a)b. For Goods offered from abroad:
 - (i). Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **BDS**.

c. For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1 Prices shall be quoted in the following currencies:

(a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Banko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2 If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) 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.	
(c) 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%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3 No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4 Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5 The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;

- (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19.Format and Signing of Bids

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII 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.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4 All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 21;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3 Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1 The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2 Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.
- 24.3 Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or

if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

- 24.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6 In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7 Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1 (a)(i). Submission of documents required under **ITB** Clauses 12.1 (a)(ii) to 12.1 (a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination; and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication

with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

- 25.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1 Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2 A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1 The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2 The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3 The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6 Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7 If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

29. Post-Qualification

- 29.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days..
- 29.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid (LCRB), and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5 A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30.Reservation Clause

- 30.1 Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The Bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31.Contract Award

- 31.1 Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - b)(i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32.Signing of the Contract

- 32.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 32.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4 The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) 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.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

33.3 Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

c) Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

d) Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is SOCIAL SECURITY SYSTEM .
1.2	<p>The name of the Contract is THREE-YEAR CONTRACT FOR PROPERTY MANAGEMENT SERVICES FOR SSS PROPERTIES MANAGED BY ASSET MANAGEMENT DIVISION (A M D).</p> <p>The identification number of the Contract is [insert identification number of the contract as provided in the Invitation to Bid].</p> <p>The lot and reference is: Three (3) Year Contract for the Property Management Services for SSS Makati Building (Group A); SSS HK Sun Plaza (Group B) & Urdaneta Village & Other SSS Properties (Group C)</p>
2	<p>The Funding Source is the Government of the Philippines (GOP) through the SSS Investment Income 2018 in the amount of Php 27,915,366.60</p> <p><i>The name of the project is Three-Year Contract for Property Management Services for SSS Properties Managed by the Asset Management Division.</i></p>
3.1	No further instructions.
5.1	The Bidder should not have any pending case filed against the SSS, its employees and officials.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within five (5) years prior to the submission and opening of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC (Php 27,915,366.60).
7	<i>No further instruction</i>
8.1	Subcontracting is not allowed.
8.2	<i>Not Applicable</i>
9.1	<i>The SOCIAL SECURITY SYSTEM will hold a pre-bid conference for this Project as indicated in the Advertisement.</i>
10.1	<p>The Procuring Entity's address is:</p> <p><i>The Chairperson</i> <i>BIDS AND AWARDS COMMITTEE</i> <i>6th Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i> <i>Tel No: (632) 922-2991 , 9221070, 920-6404 loc.5491</i> <i>E-mail: bac@sss.gov.ph</i> <i>Facsimile: (632) 924-7380</i> <i>Website: http://www.sss.gov.ph</i></p>
12.1	<p><i>First Envelope:</i></p> <p>(i) PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post.</p>

- (ii) Statement 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 within the period of five (5) years. The statement shall include, for each contract, the following:
- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner's name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) amount of contract and value of outstanding contracts;
 - (ii.7) date of delivery; and
 - (ii.8) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) Statement of Single Largest Completed Contract similar to the project to be bid equivalent to at least 50% of the ABC.
- (For Statement of SLCC, it shall include the amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement.)*
- (iv) NFCC computation in accordance with **ITB** Clause 5.5 or a committed Line of Credit;
- (v) JVA or the Duly Notarized Statement in accordance with Section 23.1 (b) of the 2016 Revised IRR of RA9184, if applicable
- (vi) Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall be not less than the percentage of the ABC in accordance with the following schedule:

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 Php 558,307.33
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 Php 1,395,768.33

- * Bank issued securities must be issued by a universal/commercial bank.
- * Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security.

	<p>* Bid Securing Declaration must be notarized by a duly commissioned Notary Public.</p> <p>(vii) Technical Proposal/Specifications</p> <p>(a) Statement of Compliance with the Technical Specifications , as enumerated and specified in Sections VI (Schedule of Requirements) and VII (Technical Specifications) of the Bidding Documents;</p> <p>(viii) Omnibus Sworn Statement (form supplied in the BTB)</p> <p>a. Sworn statement by the Bidder or its duly authorized representative in accordance with Section 25.3 of RA 9184 and its 2016 Revised IRR notarized by a duly commissioned Notary Public.</p> <p>(i) Statement attesting to the Bidder’s responsibilities pursuant to ITB Clause 6.</p> <p>(ii) That it is not “blacklisted” or barred from bidding the GOP or any of its agencies, offices, corporations or LGUs, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;</p> <p>(iii) That 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;</p> <p>(iv) That it authorizes the SOCIAL SECURITY SYSTEM or its duly authorized representative(s) to verify all the documents submitted;</p> <p>(v) That the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary and/or to represent the Bidder in the bidding;</p> <p>(vi) That it complies with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and</p> <p>(vii) That it complies with existing labor laws and standards. The winning/supplier shall also:</p> <p>a. Comply with the provisions of the Social Security Law (Republic Act No. 1161, as amended) and all labor and social legislations, rules and regulations.</p> <p>b. SSS has the option to deduct the from the contract price any delinquency amount due to SSS.</p> <p>(viii) That it 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.</p>
12.1(a)(ii)	The bidder’s SLCC similar to the contract to be bid should have been completed within <i>within five (5) years</i> prior to the deadline for the submission and receipt of bids.
13.1(a)	<i>Second Envelope</i>

	<p>Financial Proposal</p> <p>(1) Cost Proposal (Form Supplied)</p> <p>(2) Bid Breakdown (Form Supplied)</p>
13.1 (b)	No further instructions.
13.1(c)	“No additional requirements.”
13.2	<p>The ABC is Php 27,915,366.60</p> <p>Any bid with a financial component exceeding this amount (per lot) shall not be accepted.</p>
15.4(a)(iv)	No incidental services are required
15.4(b)(i)	Not applicable
15.4(b)(ii)	No incidental services are required
16.1 (b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable
17.1	Bids will be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.
18.1	<p>The bid security shall be limited to Bid Securing Declaration, or any of the following forms and amounts:</p> <p>1. The amount of not less than Php 558,307.33 [2% of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>2. The amount of not less than Php 1,395,768.33 [5% of ABC] if bid security is in Surety Bond;</p>
18.2	The bid security shall be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.
20.3	<p>Each Bidder shall submit five (5) sets.</p> <p>(1) One (1) Envelope marked ORIGINAL; and</p> <p>(2) Four (4) Envelopes marked COPY NO. ____ .</p>
21	<p>The address for submission of bids is the Social Security System’s:</p> <p>BIDS AND AWARDS COMMITTEE <i>Green Room, 12TH Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i></p> <p>The deadline for submission of bids is indicated in the Bid Bulletin.</p>
24.1	<p>The place of bid opening is Social Security System’s:</p> <p>BIDS AND AWARDS COMMITTEE <i>Green Room, 12TH Floor, SSS Main Building</i> <i>East Avenue, Diliman, Quezon City</i></p> <p>The date and time of bid opening is indicated in the Bid Bulletin.</p>
24.2	No further instructions.
24.3	No further instructions.

27.1	No further instructions.
28.3(a)	<p>Grouping and Evaluation of Lots</p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
28.3 (b)	Bid Modification is not allowed
28.4	No further instructions.
29.2	<p>The bidder with the lowest calculated bid as evaluated shall submit within non-extendible five (5) calendar days upon written notice the following documentary requirements:</p> <ol style="list-style-type: none"> 1. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS). 2. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months filed electronically (EFPS); and 3. Other Technical Requirements, If any, to be supplied by the Technical Working Group.
32.4 (f)	<i>“No additional requirement.”</i>

Section IV. General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- d. “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e. “GCC” means the General Conditions of Contract contained in this Section.
- f. “SCC” means the Special Conditions of Contract.
- g. “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- h. “The Procuring Entity’s country” is the Philippines.
- i. “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- j. The “Funding Source” means the organization named in the **SCC**.
- k. “The Project Site,” where applicable, means the place or places named in the **SCC**.
- l. “Day” means calendar day.
- m. The “Effective Date” of the contract will be the date of signing of the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved Contract.
- n. “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- e)(a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1.a.

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

f)4. Governing Law and Language

- 4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

g)5. Notices

- 5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

h)6. Scope of Contract

- 6.1 The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

i)7. Subcontracting

- 7.1 Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2 If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1 Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3 Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4 Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5 Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

- 11.2 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3 For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- j)(a) On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Sixty Five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1 Within ten (10) calendar days from receipt of the Notice of Award 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 the **ITB** Clause 33.2.
- 13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - k)(b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2 Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and 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.
- 16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

- 16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements..
- 18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3 Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract 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. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1 The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.
- 22.2 For purposes of this Contract 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 the 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 the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- a. Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - b. As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - c. The Supplier fails to perform any other obligation under the Contract.
- 23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

- 25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1 The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

GCC Clause	<i>Special Conditions of Contract</i>
1.1(g)	The Procuring Entity is SOCIAL SECURITY SYSTEM .
1.1(i)	The Supplier is <u>[to be inserted at the time of contract award]</u> .
1.1(j)	The Funding Source is The Government of the Philippines (GOP) through SSS Investment Income 2018: in the amount of <u>Php 27,915,366.60</u> .
1.1(k)	The Project Sites are defined in <i>Section VI. Schedule of Requirements</i> .
2.1	No further instructions.
5.1	The SOCIAL SECURITY SYSTEM's address for Notices is: THE CHAIRPERSON BIDS AND AWARDS COMMITTEE <i>6th Floor, SSS Main Building East Avenue, Diliman, Quezon City Tel. No. (632) 922-2991; 922-1070; 920-6401 local 5491 Email: bac@sss.gov.ph Facsimile number: (632) 924-7380 Website: http://www.sss.gov.ph</i> <u>The Supplier's address for Notices refers to winning bidder.</u>
6.2	The Property Management Company shall provide and assign a team composed of competent professionals/multi-skilled technicians with relevant skills and experiences necessary for the management, maintenance, security and safety of the SSS properties/buildings to include all facilities/equipment, common areas and SSS occupied office spaces. Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI Schedule of Requirements. 1. The deployed PM Team can be changed within short notice, in terms of composition and number. The deployed manpower of each group can be assigned to the other groups to augment such repair and maintenance works or extra manpower can be deployed by the Property Management Company for short-term projects, and removed from the building/property once the project is completed without extra charges (labor) to the SSS. 2. The PM must provide a standby service vehicles/s , highly specialized tools & equipment and technical (various engineering discipline) & administrative support teams necessary for the general management and maintenance of the aforementioned SSS-owned property/ies. 3. The PM shall likewise provide office supplies and tools/equipment required in the performance of management services for the duration of the contract, as specified in details in Section VI Schedule of Requirements. Compliance with SS Law – The Winning Supplier shall report all its employees to SSS for coverage and their contribution, as well as, all amortization for salary/education/calamity and other SSS loans shall be updated. Failure to comply during contract award or implementation shall be a ground for cancellation/termination of the contract.

10.3	<p>Mode of payment shall be made in monthly equal payments, subject to tax, payable within thirty (30) calendar days upon submission of complete documents, such as:</p> <ul style="list-style-type: none"> a) Monthly accomplishment report. b) Certificate of Completion and Acceptance c) Documentation (Section VI – Schedule of Requirements) d) Attendance Sheet (Certified True Copy) e) Certified True copy of the Contract f) Service / Sales Invoice / Billing Statement g) Notice to Proceed h) Notice of Award i) Performance Bond j) Compliance with SSS Law k) Compliance with Labor Law l) Compliance with Tax Law m) Sworn Statement
10.4	“Not applicable”
10.5	<i>Payment using LC is not allowed.</i>
13.4(c)	“No further instructions”.
16.1	“None”.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is 30 calendar days.
21.1	<i>The SSS shall not be liable in case of accident/injury caused to the personnel in the performance of duty whether directly and/or indirectly connected with the Property Management Company within the project period.</i>
25.1	<i>In case there are sales made on the property/ies under Group C, a prorated amount shall be deducted based on per unit area/lot area/property from the bid price during the contract terms. Please refer to the attached Annex A prorated values for pre-termination.</i>

Section VI. Schedule of Requirements

The delivery schedule expressed as daily/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
<u>Manpower Requirements:</u>				
For Group A – SSS MAKATI BUILDING			12	
1	Building Administrator	1		Daily
2	Admin/Accounting Assistant	1		Daily
3	License Mechanical Engineer	1		Daily
4	Lead Multi-Skilled Technician	1		Daily
5	Multi-Skilled Technician 1	3		Daily
6	Multi-Skilled Technician 2	3		Daily
7	Aircon Technician	2		Daily
For Group B- SSS HK SUN PLAZA			8	
8	Building Administrator	1		Daily
9	Admin/Accounting Assistant	1		Daily
10	Lead Multi-Skilled Technician	1		Daily
11	Multi-Skilled Technician 1	3		Daily
12	Multi-Skilled Technician 2	2		Daily
For Group C- Urdaneta Village & Other Properties			4	
13	Lead Multi-Skilled Technician	1		Daily
14	Multi-Skilled Technician 1	1		Daily
15	Multi-Skilled Technician 2	2		Daily
TOTAL			24	
<u>Maintenance Tools & Equipment: For all Groups</u>				
A. ELECTRICAL				
16	Pliers	12	12	Daily
17	Electrical Side Cutter	3	3	Daily
18	Long Nose Cutter	12	12	Daily
19	Screwdriver Set	3	3	Daily
20	Test Light	3	3	Daily
21	Heavy Duty Cutting Knife	3	3	Daily
22	Soldering Iron	3	3	Daily
23	Digital Multi-tester	3	3	Daily
24	Digital Clamp Meter	3	3	Daily
25	Megger Tester (Insulation Resistance Tester)	1	1	Daily
26	Electric Drill with drill bits (different sizes)	3	3	Daily
27	Electric Grinder	3	3	Daily
28	Grinder Cutting Disk (as needed)	1	1	Daily
29	Pressure Washer	2	2	Daily
30	Trouble Lights	2	2	Daily
31	Air Compressor	1	1	Daily
32	Thermal Tester	2	2	Daily

	B. PLUMBING			
33	Pipe Wrench (Sets) different sizes	2	2	Daily
34	Vise Grip	6	6	Daily
35	High capacity auger machine (50meters)	1	1	Daily
36	Sewer Rod (50meters)	3	3	Daily
	C. MECHANICAL			
37	Open Wrench Set	2	2	Daily
38	Adjustable Wrench Set	2	2	Daily
39	Allen Wrench Set	2	2	Daily
40	Socket Wrench set	2	2	Daily
41	Puller	1	1	Daily
42	Combination Wrench	2	2	Daily
43	Ratchet	1	1	Daily
44	Acetylene Regulator Set	1	1	Daily
45	Gauge Manifold	1	1	Daily
46	Grease Gun	2	2	Daily
47	Flaring Tools	1	1	Daily
48	Tube Cutter	1	1	Daily
49	Portable Welding Machine	1	1	Daily
50	Ballpen Hammer	1	1	Daily
51	Hacksaw	1	1	Daily
52	Sling Psychrometer	1	1	Daily
	D. CARPENTRY			
53	Claw Hammer	1	1	Daily
54	Chisel Set	2	2	Daily
55	Cross Cut Saw	2	2	Daily
56	Meter Scale	2	2	Daily
57	Level	2	2	Daily
58	Riveter	3	3	Daily
59	Sealant Gun	3	3	Daily
60	Wood File, Assorted	2	2	Daily
61	“Squala” 90deg	2	2	Daily
62	Plain Shovel			Daily
	E. OTHERS			
63	Uniforms	24	24	Daily
64	Protective/Safety Gadgets	24	24	Daily
65	Safety Shoes	24	24	Daily
66	Rubber Gloves/Rags	24	24	Daily
67	Dark Glass	3	3	Daily
68	Eye Goggles	3	3	Daily
	F. Office Equipment			
69	Desk top	4 sets	4	Daily
70	Printer	3 sets	3	Daily
71	Scanner	3 sets	3	Daily
72	Fax	2 sets	2	Daily
73	Filing Cabinets (4 drawers)	3 pcs	3	Daily
74	Stapler	3 pcs	3	Daily
75	Punchers	3 pcs	3	Daily
76	Calculator	3 pcs	3	Daily
	G. Office Supplies			
77	Toner (for printer)	4 boxes	4	As the Need Arises
78	Toner (for fax machines)	3 boxes	3	As the Need Arises
79	Drum (for printer)	3 boxes	3	As the Need Arises
80	Bond paper, long	10 reams	10	As the Need Arises
81	Bond paper, short	10 reams	10	As the Need Arises
82	Waste baskets	3 pcs	3	As the Need Arises
83	Ball pens	50 pcs	50	As the Need Arises

84	Paper clips	3 boxes	3	As the Need Arises
85	Rubber band	3 boxes	3	As the Need Arises
86	Paste	3 pcs	3	As the Need Arises
87	Marking pens, permanent	6 pcs	6	As the Need Arises
88	Marking pens, white board	6 pcs	6	As the Need Arises
89	Staple wires	6 boxes	6	As the Need Arises
90	Staple remover	3 pcs	3	As the Need Arises
91	Fasteners	6 boxes	6	As the Need Arises
92	Highlighter	6 pcs	6	As the Need Arises
93	Pencil	3 boxes	3	As the Need Arises
94	Record book	10 pcs	10	As the Need Arises
95	Folder, long	200 pcs	200	As the Need Arises
96	Envelope, expanding w/ flap & tie	200 pcs	200	As the Need Arises

PROJECT SITES:

Group A

I. SSS MAKATI BUILDING

The SSS Makati Building is a 13-storey office/commercial reinforced concrete building built on a 5,881 sq.m. lot located at Ayala Avenue corner Rufino Street, Makati City. It has a gross floor area of about 21,664.09 square meters and an average area per floor of 1,468.65 sq.m.

Currently leased to various offices, the building has an occupancy rate of about 90%.

A. CHILLER UNITS

	Methodology	Frequency
1	Check OptiView Control Center displays.	Daily
2	If the compressor is in operation, check the bearing oil pressure by pressing "OIL SUMP" key to read the display on the Control Center. Check the oil level in the oil reservoir. Drain or add oil if necessary.	Daily
3	Check entering and leaving condenser water pressure and temperatures for comparison with job design condition.	Daily
4	Check the entering and leaving chilled liquid temperatures and evaporator pressure for comparison with job design conditions.	Daily
5	Check the condenser saturation temperature.	Daily
6	Check the compressor discharge temperature. During normal operation discharge temperature should not exceed 220 deg F.	Daily
7	Check the compressor motor voltage and current at E-M starter or on the OptiView Control Center.	Daily
8	Check for any signs of dirty or fouled condenser tubes. The temperature difference between water leaving condenser and liquid refrigerant leaving the condenser should not exceed the difference recorded for a new unit by 4 deg F.	Daily
9	Verify proper water treatment.	Daily
10	Monitor Graphic Display for Warning Messages.	Daily
1	Change the purge unit dehydrator at least quarterly or more often if required.	Quarterly
2	Clean purge foul gas strainer.	Quarterly
3	Perform chemical analysis of oil.	Quarterly
1	Change and inspect compressor oil filter element.	Semi-Annually
2	Oil Return System; a) Change dehydrator; b) Check nozzle of eductor for foreign particles	Semi-Annually

3	Check controls and safety cutouts.	Semi-Annually
1	Drain and replace the oil in the compressor oil sump.	Annually
2	Cooler and Condenser 2.1 Inspect and clean water strainers. 2.2 Inspect and clean tubes as required. 2.3 Inspect end sheets	Annually
3	Compressor Drive Motor 3.1 Clean air passages and windings per manufacturer instruction 3.2 Meg motor windings 3.2 Re-lubricate ball bearings.	Annually
4	Purge Unit 4.1 Clean and inspect all valves. 4.2 Drain and flush purge shell. 4.3 Clean orifices.	Annually
5	Inspect and service electrical components as necessary.	Annually
6	Perform chemical analysis of system.	Annually

B. AIR HANDLING UNITS

	Methodology	Frequency
1	Cleaning of air filters.	Monthly
2	Check for noise and worn bearings.	Monthly
3	Check system of refrigerant leak. Check for any water leak around the AHU and drainpipes.	Monthly
4	Inspect contacts of starter, relays & ensure that these are clean.	Monthly
5	Lubricate bearings, bushing of blower motor, fans of AHU.	Monthly
6	Check pulley alignment and conditions of belt and adjust tension if necessary.	Monthly
7	Check all panels and ensure that these are properly secured.	Monthly
8	Check/get ampere and voltage reading of the motor.	Monthly
9	Test and check for noise and vibration.	Monthly
10	Test insulation resistance of motors.	Monthly
1	Check operation of all electrical controls. Check light inside the room.	Quarterly
2	Inspect and clean starter contacts and wiring connections. Tighten all terminal of contactors, motors and circuit breakers.	Quarterly
3	Check condition of bearing.	Quarterly
4	Calibrate all pressure actuated controls.	Quarterly
5	Tighten mounting bolts of motors and compressors and all hold bolts and screws.	Quarterly
1	Cleaning of AHU evaporator coils/filters with pressure washer including drain pan.	Semi-Annually
2	Combing of cooling fins.	Semi-Annually
3	Inspect the unit duct connector to ensure they are physically sound and sealed to the unit casing.	Semi-Annually

C. COOLING TOWERS

	Methodology	Frequency
1	Check water temperature entering cooling tower, should be 32 deg C, correct if temperature is higher	Daily
2	Check leaks, correct if any	Daily
3	Check float valve if functioning properly	Daily
4	Check water pressure	Daily

1	Overall visual inspection of the cooling tower to be sure that all equipment is operating and safety systems are in place.	Weekly
2	Check fan motor condition.	Weekly
3	Clean suction screen.	Weekly
4	Operate make-up water float switch to ensure proper operation.	Weekly
5	Check excessive vibration in motors and fans.	Weekly
6	Check tower structure. Reinforce support if necessary	Weekly
7	Cleaning of catch basin and spray nozzles	Weekly
1	Test water samples for proper concentrations of dissolved solids, and chemistry. Adjust chemicals as necessary.	Monthly
2	Check bearing lubrication.	Monthly
3	Check motor supports and fan blade for excessive wear and secure fastening.	Monthly
4	Check motor alignment.	Monthly
5	Maintain the required water parameters	Monthly
6	Check for motor overheating, casing heat should be tolerable with bare hand	Monthly
7	Check conditions of belt, replace and adjust tension if necessary	Monthly
8	Weld deteriorated and weak steel supports and braces.	Monthly
1	Inspect and re-tighten all screws, holding, mounting nuts and bolts	Quarterly
2	Lubricate moving parts (bearing, etc.) if necessary	Quarterly
1	Inspect nozzles for clogging.	Annually
2	Remove all dust, scale, and algae from tower basin, fill and spray nozzles.	Annually
3	Inspect bearings for wear and vibration. Repair or replace as necessary.	Annually
4	Check motor condition.	Annually
5	Re-painting of cooling tower flooring	Annually
6	Re-painting of pipes	Annually

D. CHILLED WATER PUMPS & CONDENSER WATER PUMPS

	Methodology	Frequency
1	Visually inspect pumps, valves and all mechanical joints	Weekly
1	Test water for proper concentrations of dissolved solids and chemistry. Adjust chemicals if necessary	Monthly
2	Check bearing lubrication	Monthly
3	Check packing for wear and repack as necessary	Monthly
4	Check mechanical seals	Monthly
5	Get ampere and voltage reading of the motor	Monthly
6	Clean and remove dirt of the pump and motor	Monthly
7	Clean motor control and electrical panels	Monthly
8	Check for pump overheating	Monthly
9	Test insulation resistance of motors	Monthly
1	Inspect and re-tighten all screws, holding, mounting nuts and bolts	Quarterly
2	Lubricate moving parts (bearing, etc.)	Quarterly
3	Inspect and service all electrical controllers and components, re-tightens screws of circuit breakers and controls	Quarterly
4	Apply and spray cleaner to all contact surfaces	Quarterly
5	Check for rust, repaint if necessary and applicable	Quarterly
6	Test and check for noise and vibration	Quarterly
1	Check motor running amps against nameplate	Semi-Annually
2	Lubricate motors.	Semi-Annually
3	Inspect and clean starter contacts and wiring connections.	Semi-Annually
1	Check motor/pump alignment	Annually
2	Check pump/motor mountings	Annually

3	Inspect bearings for wear. Adjust, repair or replace as necessary	Annually
4	Check strainers	Annually
5	Check expansion tanks	Annually
6	Inspect heating and cooling heat exchangers	Annually
7	Cycle valves. Observe the valves moving through their full range from close to 100% open	Annually
8	Check motor condition through temperature or vibration	Annually

**E. WINDOW AND SPLIT TYPE AIRCON (5TR OR LESS)
FOR SSS OCCUPIED/UTILIZED SPACES**

	Methodology	Frequency
1	Clean air filters	Monthly
2	Check ampere reading (should be slightly lower than full load rating)	Monthly
1	Pressure washing of condenser and evaporator coils. Use descaling chemical if needed	Semi-Annually
2	Check for leaks and defects, repair if necessary.	Semi-Annually

F. GENERATOR SET

	Methodology	Frequency
1	Starting System	Daily
	Check battery charger and voltage output	Daily
	Check battery water level and viscosity	Daily
2	Lubricating System	Daily
	Check lube oil level, fill if needed – <i>never operate an engine in a low level</i>	Daily
	Check for leaks	Daily
	Check oil quality (viscosity and scent). Thin viscosity and with fuel like will mean fuel dilution- <i>don't operate the engine when fuel is positive</i> . Very thick viscosity will mean water dilution or presence of water. Either of the two is harmful to your lubrication system	Daily
3	Fuel System	
	Check day tank fuel level, should be at minimum of 8 hrs operation capacity – see manufacturer's fuel consumption table	Daily
	Check for leaks	Daily
4	Cooling System	
	Check radiator water level, refill if needed, and investigate for coolant loss	Daily
	Check for leaks. – <i>never operate the engine if leak is too heavy</i>	Daily
	Make sure that radiator cover is tight before leaving	Daily
	Test run for at least 10mins 3x a week. Check breaker terminals after test run	Daily
	Check unusual engine noises	Daily
	Check for excessive smoke	Daily
	Check for abnormal water, oil and coolant temperature	Daily
1	Check air inlet filter	Weekly
2	Check cooling system coolant level	Weekly
3	Check electrical connections	Weekly
4	Inspect engine air cleaner service indicator	Weekly
5	Clean engine air precleaner	Weekly
6	Check engine oil level	Weekly
7	Drain fuel system water separator	Weekly
8	Drain Fuel tank Water and sediment	Weekly
9	Inspect Generator	Weekly
10	Measure/record generator bearing temperature	Weekly
11	Check generator lead (flat braided cable)	Weekly
12	Check generator load	Weekly
13	Check jacket water heater	Weekly

14	Check power factor	Weekly
15	Check space heater	Weekly
16	Obtain cooling system coolant sample	Weekly
17	Measure/Record stator winding temperature	Weekly
18	Check voltage and frequency	Weekly
1	Check operator reports for any abnormalities	Monthly
2	Daily inspection and testing	Monthly
3	Drain day tank sediments. Drain approximately 1 pint of fuel to remove water and sediment	Monthly
4	Check radiator belt tension and alignment, adjust if necessary	Monthly
5	Remove all breather obstruction	Monthly
1	Conduct daily and monthly inspection and testing	Quarterly
2	Air filter cleaning	Quarterly
3	Fuel filter cleaning	Quarterly
4	Oil filter cleaning	Quarterly
5	Conduct testing with load by simulating normal power source failure for at least 1 hour. Record all operating parameter every 5 minutes	Quarterly
6	Lubricate all moving parts as required, i.e. starter, turbocharger, fan, pump	Quarterly
7	Check air piping, turbocharger connections and manifolds – tighten parts as necessary to insure an air tight intake system	Quarterly
8	Check room ventilation	Quarterly
1	Take lube oil sample for laboratory analysis (before the simulation or at least 1 hour after the run test)	Semi-Annually
2	Check generator lead (round cable)	Semi-Annually
3	Obtain cooling system coolant sample	Semi-Annually
1	Clean/Test aftercooler core	Annually
2	Inspect alternator	Annually
3	Inspect/adjust/replace alternator and fan belts	Annually
4	Check crankshaft vibration damper	Annually
5	Clean engine	Annually
6	Clean/Replace engine air cleaner element (Dual element)	Annually
7	Clean/Replace engine air cleaner element (Single element)	Annually
8	Clean engine crankcase breather	Annually
9	Check engine mounts	Annually
10	Obtain engine oil sample	Annually
11	Change engine oil and filter as required	Annually
12	Test engine performance	Annually
13	Check engine protective devices	Annually
14	Inspect/Adjust engine valve lash	Annually
15	Inspect engine valve rotators	Annually
16	Inspect exhaust piping	Annually
17	Lubricate fan drive bearing	Annually
18	Test/Exchange fuel injection nozzles	Annually
19	Replace fuel system primary filter element	Annually
20	Replace fuel system secondary filter	Annually
21	Lubricate generator bearing	Annually
22	Test generator set	Annually
23	Inspect generator set vibration	Annually
24	Inspect/Replace hoses and clamps	Annually
25	Test insulation	Annually
26	Clean/Replace magnetic pickups	Annually
27	Clean radiator	Annually
28	Check rotating rectifier	Annually
29	Inspect starting motor	Annually
30	Check stator lead	Annually

31	Inspect turbocharger	Annually
32	Inspect water pump	Annually

G. EXTRACT FAN

	Methodology	Frequency
1	Check bearings for excessive vibration and overheating	Monthly
2	Clean/remove dust and grease build up on the bearing or motor	Monthly
3	Inspect and clean starter contacts and wiring connections	Monthly
4	Check fan bearings for lubrication	Monthly
5	Clean dirt accumulation on the wheel or in the housing	Monthly
1	Check fan belt tension. Adjust if necessary	Quarterly
2	Inspect unit mounting to ensure safety and integrity	Quarterly
3	Check motor running amps against nameplate	Quarterly
4	Inspect fan impeller and housing for fatigue, corrosion, or wear	Quarterly
5	Inspect the unit duct connector to ensure they are physically sound and sealed to the unit casing	Quarterly
6	Check isolation bases for freedom of movement	Quarterly
7	Check fan alignment	Quarterly
8	Lubricate motors	Quarterly

H. EXHAUST BLOWER

	Methodology	Frequency
1	Clean and dust-off the unit	Monthly
2	Check alignment of belt	Monthly
3	Check and clean fan blade	Monthly
4	Re-tension of belt (if necessary). Apply belt dressing.	Monthly
5	Change belt (if necessary)	Monthly
6	Check motor	Monthly
7	Check electrical control. Tighten terminal	Monthly
8	Clean contacts of magnetic contactor	Monthly
4	Check and repair canvass connector	Monthly
5	Check for vibration	Monthly
6	Grease bearings	Monthly
7	Check for loose bolt	Monthly
8	Check air-duct hangers	Monthly
9	Dust off the equipment. Clean thoroughly de-rust and repaint	Monthly
10	Inspect and service all electrical controllers & components	Monthly
11	Retighten setscrews of circuit breakers and controls	Monthly
12	Test insulation resistance of motors	Monthly
13	Get ampere and voltage reading of the motor	Monthly

I. FIRE PUMP

	Methodology	Frequency
		Weekly
I	INSPECTION	
1	Pump room with proper temperature	Weekly
2	Ventilating louvers free to operate	Weekly
3	Suction, discharge and bypass valves open	Weekly
4	Piping free from leaks	Weekly
5	Suction and discharge pressure gauges normal	Weekly
6	Suction reservoir is full	Weekly
7	Electrical Systems:	Weekly
	7.1 Controller indicating power on	Weekly
	7.2 Transfer switch indicating normal situation	Weekly
	7.3 Isolation switch closed	Weekly

	7.4 Reverse phase indicator off or normal phase rotation indicator on	Weekly
II	TESTING	
1	Pump started automatically	Monthly
2	Record starting pressure in PSI	Monthly
3	Electric motor driven pump run for 10 minutes	Monthly
4	Record suction and discharge pressure while pump is running: Suction _____ PSI, Discharge _____ PSI	Monthly
5	Packing gland showing slight discharge (Adjust if necessary).	Monthly
6	Packing boxes, bearings and pump casing free from overheating	Monthly
7	Time for motor to reach full speed	Monthly
8	For automatic stop controllers, record time pump runs after starting:	Monthly
9	Electric motor driven pumps with reduced voltage or reduced starting current, record the time the controller is in the first step.	Monthly
1	Annual pump test was run using the following method (select one)	Annually
	Method A - Discharge of water through flow streams. Flow reading taken at each hose stream.	Annually
	Method B - Discharge water through bypass flow meter to drain to suction reservoir. Flow readings taken by flow meter.	Annually
	Method C - Discharge through bypass flow meter directly returned to pump suction. Flow reading taken by flow meter.	Annually
2	Pump Test result shall be acceptable	Annually
3	No-flow test run for 30 minutes	Annually
4	Circulation and pressure relief valves operated properly during all flow test	Annually
5	No alarm indicators or other visible abnormalities observed during No-Flow Test	Annually
6	Suction screen cleaned after flow test	Annually
7	All alarm conditions simulated	Annually
8	All alarms operated	Annually
III	MAINTENANCE	
	A maintenance schedule must be established in accordance with the manufacturer's instructions, in the absence of such a schedule the following can be used.	
1	Isolation switch and circuit breaker exercised	Monthly
1	Electrical systems free of wire chafing	Quarterly
1	Maintain emergency manual starting procedure without power	Semi-Annually
1	Changed pump bearing lubrication	Annually
2	Transmission coupling, right angle gear drive and mechanical moving parts to be lubricated	Annually
3	Circuit breakers passed trip test	Annually
4	Maintain emergency manual starting procedure without power	Annually
5	Check electrical connection and secure properly	Annually
6	Pressure switch setting to be calibrated	Annually
7	Motor bearings to re-grease	Annually
8	Check all Control and power wiring must be tightly secured	Annually

J. JOCKEY PUMP

	Methodology	Frequency
I.	INSPECTION	
1	Piping must be free from leaks	Weekly
2	Suction and discharge pressure gauges must be normal	Weekly
3	Electrical Systems: 3.1 Inspect cleanliness of controller	Weekly

	3.2 Check for leaks in pressure switch piping	
1	Inspect controller for any evidence of corrosion	Quarterly
2	Inspect controller relays, contactors, and timers for any evidence of damage	Quarterly
3	Inspect tightness of all connections and terminal jumpers	Quarterly
	II TESTING	
1	Pump started automatically	Monthly
2	Record starting pressure in PSI	Monthly
3	Pump run for 10 minutes	Monthly
4	Record suction and discharge pressure while pump is running: Suction ____ PSI, Discharge ____ PSI	Monthly
	III MAINTENANCE	
1	Isolation switch and circuit breaker exercised	Monthly
1	Electrical systems shall be free of wire chafing	Quarterly
1	Electrical connections shall be secured	Annually
2	Calibrate pressure switch setting	Annually
3	Grease motor bearings	Annually
4	Control and power wiring tightened	Annually

K. WET PIPE SPRINKLER SYSTEM

	Methodology	Frequency
	I INSPECTION	
1	Weekly inspection and testing. Water draining, to test operation of jockey and fire pumps. Isolation valve should be turn off before draining.	Weekly
1	Inspect all control valves. Visually inspect the valves to ensure they are in the fully open position	Monthly
2	All control valves should have locks or electrical supervision	Monthly
3	All control valves should be opened and closed to exercise its mechanism	Monthly
4	Check for leaks in pressure switch and piping	Monthly
5	Control valves provided with appropriate wrenches and appropriate identification	Monthly
6	Gauges on system should be in good condition and showing normal water supply pressure	Monthly
7	Alarm valve free from physical damage, trim in correct (open or closed) position and no leakage from retarding chamber or drain	Monthly
8	Perform a water-flow-alarm test using the alarm test valve. Alarms should sound within 10-20 seconds of opening the valve. Prior notify all parties that will be affected by the alarm. Test valve should be piped to a suitable drain.	Monthly
1	Ensure fire department connections visible, accessible, couplings and swivel not damaged, gaskets in place and in good condition, identification signs in place, check valve is not leaking, clapper and automatic drain valve in place and operating properly.	Quarterly
2	Water flow alarm devices free from physical damaged	Quarterly
3	Hydraulic nameplate (calculated system) securely attached to riser and legible	Quarterly
1	Inspect sprinklers for damage, corrosion or accumulations of grease, paint, or other deposits and shall be replaced where such conditions would impair the operation of the sprinkler system	Annually
2	Proper number and type of spare sprinklers	Annually

3	Check visible sprinklers for: 3.1 Proper position (upright, pendent, sidewall) 3.2 Free of corrosion and physical damage 3.3 Proper clearance below sprinklers 3.4 Liquid in all glass bulb sprinklers	Annually
4	Check visible pipes: 4.1 In good condition, no external corrosion 4.2 No mechanical damage or leaks 4.3 No external loads	Annually
5	Alarm valves and associated strainers, filters and restricted orifices passed internal inspection	Annually
6	Check valves internally inspected, all parts operate properly and in good condition	Annually
II TESTING		
1	Mechanical water flow alarm devices passed tests by opening the inspector's test connection with alarms actuating and flow observed	Quarterly
2	Post indicating valves opened until spring or torsion felt in the rod then closed back 1/4 turn	Quarterly
3	Main drain test for system downstream of back-flow device: 3.1 Record Static pressure _____ PSI, Residual pressure _____ PSI 3.2 Flow observed 3.3 Results comparable to previous tests	Quarterly
1	Valve supervisory switches shall indicate movement	Semi-Annually
2	Electrical water flow alarm devices passed tests by opening the inspector's test connection with alarms actuating and flow observed.	Semi-Annually
1	Main drain test for systems not tested quarterly: 1.1 Record Static Pressure _____ PSI, Residual Pressure _____ PSI 1.2 Flow observed 1.3 Results comparable to previous tests	Annually
2	Are all sprinklers dated 1920?	Annually
3	All control valves operated through full range and returned to normal position	Annually
4	Backflow devices passed back flow test and forward test	Annually
5	Sprinklers above high temperature tested	Annually
6	Gauges checked by calibrated gauge or replaced	Annually
7	Pressure reducing valves passed full flow test	Annually
III MAINTENANCE		
1	Replaced sprinklers subject to recall	Annually
2	Sprinklers and spray nozzles protecting commercial cooking equipment and ventilating systems replaced except for bulb-type which show no signs of grease build up.	Annually
3	Controller Maintenance: 3.1 Clean controller 3.2 Inspect tightness of terminal jumpers 3.3 Inspect for corrosion, correct if any 3.4 Check door alignment	Annually
4	Clean smoke detectors using a vacuum cleaner to remove dust and cobwebs. If possible carefully vacuum inside the unit as well.	Annually

L. STANDPIPE AND HOSE SYSTEM

	Methodology	Frequency
I	INSPECTION	

1	Inspect all valves to verify if they are in the normal open or closed positions	Weekly
2	Accessible. Provided with correct wrenches	Weekly
3	Free from external leaks	Weekly
4	Provided with applicable identification	Weekly
1	Inspect hose connection to verify the following: 1.1 Hand-wheel is not broken or missing 1.2 The outlet hose threads are not damaged 1.3 No leaks are present 1.4 The reducer and the cap are not missing	Monthly
2	Check cabinet overall condition for corroded or damaged parts	Monthly
3	Inspect hose to determine that coupling, any nozzles have not been vandalized, free of debris, exhibit no evidence of mildew, or damage by chemicals, cut, and abrasion.	Monthly
4	Check hose storage device operation, obstruction, damaged	Monthly
II TESTING		
1	Hose storage device	Annually
2	Service test hose to confirm its continued use	Annually
III MAINTENANCE		
1	Maintain hose connection as a result of monthly inspection	Monthly
2	Maintain hose storage device as a result of monthly inspection	Monthly
1	Lubricate operating stem of OS & Y valves	Annually

M. PORTABLE FIRE EXTINGUISHERS

	Methodology	Frequency
I INSPECTION		
1	Inspect extinguishers to ensure it is fully charged and operable.	Monthly
2	Location in designated place	Monthly
3	No obstruction to access or visibility	Monthly
4	Operating instructions on nameplate legible and facing outward	Monthly
5	Safety seals and tamper indicators not broken or missing	Monthly
6	Fullness determined by weighing or "hefting"	Monthly
7	Examine for physical damage, corrosion, leakage or clogged nozzle.	Monthly
8	Pressure gauge reading or indicator in the operable range	Monthly
8	Label in place	Monthly
II MAINTENANCE		
1	Maintenance shall include a thorough examination of the three basic elements of a fire extinguisher: 1.1 Mechanical parts 1.2 Extinguishing agent 1.3 Expelling means	Monthly
2	All rechargeable-type fire extinguishers shall be recharged after any use or as indicated by an inspection or when performing maintenance.	As needed

N. SUMP PUMP

	Methodology	Frequency
1	Visually inspect control panel wiring for obvious signs of electrical problems such as, burned wiring, wire off terminal, and burn spots on cabinet. Repair if necessary.	Weekly
2	Ensure all breakers are on	Weekly

1	Operate pump in MANUAL mode. Check wet well for unusual noise and check for leaks.	Monthly
2	Check that water is flowing from the discharge line.	Monthly
3	After the pump has been tested, turn off pump and place back in AUTO mode.	Monthly
4	Check and clean electrical control. Tighten terminals	Monthly
5	Remove solid and pieces of paper floating on the surface	Monthly
6	Check for vibration and noise	Monthly
7	Get ampere and voltage reading of the motor	Monthly
8	Test insulation resistance of motors	Monthly
1	Check wet well for grease and debris.	Quarterly
2	Tilt and hold the high level float upside down for 30 seconds, then lower the float to normal position.	Quarterly
3	Exercise all gate valves by closing 90% and then reopen.	Quarterly
1	Change bearing motor	Annually
2	Change coupling if necessary	Annually
3	Check bushing and impeller	Annually

O. WATER TRANSFER PUMP

	Methodology	Frequency
1	Visually inspect control panel wiring for obvious signs of electrical problems such as, burnt wiring, wire off terminal, and burn spots on cabinet.	Weekly
2	Ensure all breakers are on	Weekly
1	Operate pump in MANUAL mode. Check wet well for unusual noise and check for leaks.	Monthly
2	After the pump has been tested, turn off pump and place back in AUTO mode.	Monthly
3	Check and clean electrical control. Tighten terminals	Monthly
4	Check for vibration and noise	Monthly
5	Get ampere and voltage reading of the motor	Monthly
6	Test insulation resistance of motors	Monthly
1	Tilt and hold the high level float upside down for 30 seconds.	Quarterly
2	Then lower the float to normal position.	Quarterly
3	Exercise all gate valves by closing 90% and then reopen.	Quarterly
1	Check motor/pump alignment.	Annually
2	Check pump/motor mountings	Annually
3	Inspect bearings for wear. Adjust, repair or replace as necessary.	Annually
4	Check strainers.	Annually

P. TRANSFORMER

	Methodology	Frequency
1	Conduct weekly	Monthly
2	Check for abnormal temperature and strong hum, correct immediately if any. Winding temperature should not exceed 100° C for dry type.	Monthly
3	Leak check for liquid filled transformer	Monthly
4	Abnormal findings should be corrected immediately	Monthly
1	Conduct monthly	Quarterly
2	Re-tightening of contact terminals. Loose contact contributes to burnt wires and bus bars	Quarterly
3	Check load, should be not more than 80% of its rated capacity	Quarterly
1	Conduct Quarterly	Annually
2	Cleaning of windings and core using vacuum cleaner	Annually

3	Wipe all insulating surfaces with clean and dry cloth. Avoid using solvents; they may deteriorate the insulation	Annually
4	Apply insulation resistance test	Annually
5	Should be sheltered from dusts and fumes. Dust settling on the windings, core and enclosing case reduces heat dissipation. For proper ventilation, should be 1 foot off walls	Annually

Q. SWITCH GEAR AND PANEL BOARD ROOM

	Methodology	Frequency
1	Breakers 1.1 Exercise its mechanism by turning “on” and “off” the switch 1.2 Check for abnormal heat, correct if needed 1.3 Check terminal lugs tightness, correct if needed 1.4 Dusting off 1.5 Inform office about utilization of spare breakers	Monthly
2	Electrical / Telephone Room 2.1 Check for illegal tapping 2.2 Terminal cabinet dusting off 2.3 General housekeeping, check door, lights, remove all stored item 2.4 Check for water leaks, correct if any 2.5 Check all connections 2.6 Check if properly ventilated, room temperature should not exceed 40 degrees Celsius	Monthly
1	Re-tightening of contact terminals	Quarterly
2	Load Balancing- to maintain load distribution in three-phase systems <i>Note: Load Balancing should be done monthly, if there is a consistent addition of tenants or load</i>	Quarterly
	Monitor PM Services by Others	
1	Check and test of all metering equipment (voltmeter, ammeter, KWH meter, KVAR meter, frequency meter etc), calibrate if needed. Check for busted fuse diodes, pilot lamps, defective selector	Annually
2	Check and test all motorized circuit breakers, automatic transfer switch, relays etc., calibrate if needed. 2.1 Test and calibrate all trip-sensing and time-delay functions in the switchgear 2.2 Vacuum the accumulated dust from the switchgear and accessory panels 2.3 Inspect for moisture or signs of previous wetness or dripping 2.4 Clean grime with an approved solvent 2.5 Inspect all parts for cracks or discoloration due to excessive heat or by infrared scanning 2.6 Inspect all main arcing contacts for excessive erosion 2.7 Inspect all main current-carrying contacts for pitting and discoloration due to excessive heat 2.8 Check fuse, pilot lights and control wirings 2.9 Manually operate the main transfer movement to check proper contact alignment, deflection gap, and wiping action 2.10 Check all cable and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary 2.11 Re-energize the switch gear and conduct a test by simulating a normal source failure 2.12 Cable / bus bar / bus bar gutter 2.13 Check termination temperature by thermal scanning. Abnormal findings should be corrected immediately 2.14 Apply insulation resistance test	Annually

2.15	Check for discoloration and re-tighten all terminals as per manufacturer's required torque
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R. SEWERAGE SYSTEM AND WATERLINES

	Methodology	Frequency
1	Check for any leaks in all exposed sewer pipes/rough-ins and waterlines at all floors. Repair or replace as needed.	Monthly
2	Check for deterioration and corrosion, repair as needed. Apply anti-rust paint.	Monthly
3	Regular de-clogging of sewer pipes (rough-ins, riser and main sewer) using auger machine to prevent clogging.	Monthly

S. MAINTENANCE OF COMMON AREAS

	Methodology	Frequency
	I SSS OCCUPIED OFFICE SPACES	
1	Maintenance of window and split type aircon as shown in Item E	Monthly
2	Inspect and monitor room temperature, adjust damper and air diffuser to attain normal temperature if necessary.	Monthly
3	Check for busted lights, remove and replace.	Monthly
4	Check for faulty wiring and electrical fixtures, repair/replace if necessary.	Monthly
5	Check for occurrence of water leaks on ceiling and walls, repair and repaint if any.	Monthly
6	Attend to the needs of SSS employees when it comes to repair of other items as follows: 1. Filing cabinets / shelves 2. Chairs and tables 3. Doors and windows 4. Floor and wall finishings 5. Other office furniture and equipment	As needed
	II LEASED PREMISES	
1	Routine inspection of the following components inside the leased premises as part of common areas: 1. Aircon duct, dampers and diffuser 2. Electrical wires, conduits and cables 3. Doors and windows 4. Sewerage pipes and water lines 5. Telephone wires 6. Other installations for utility services	Quarterly
2	Repair and/or replace defective components as needed	As Required
3	Attend to the needs of tenants when it comes to common areas	As Required
	III COMFORT ROOMS	
1	Conduct regular inspection, check for leaks and defective T&B fixtures/pipes. Repair or replace.	Weekly
2	Check for busted lights and faulty wiring, repair or replace.	Weekly
3	Does other routine maintenance/repair works.	Weekly
	IV LOBBY & STAIRWAYS	
1	Conduct regular inspection, check for busted lights, replace if necessary.	Weekly
2	Check wiring and electrical fixtures, repair/replace if necessary.	Monthly
3	Check for spalled/broken floor tiles/vinyl tiles, remove and replace.	As Required
4	Inspect stair nosing, repair or replace defective nosing.	Weekly
5	Check for occurrence of water leaks on ceiling and walls, repair and repaint if any.	Weekly

V	CHAPEL & CANTEEN	
1	Inspect and check canteen facility/equipment. Check for leaks in LPG pipe lines, repair if necessary.	Weekly
1	Maintenance of window and split type aircon as shown in Item E	Monthly
2	Inspect and monitor room temperature, adjust damper and air diffuser to attain normal temperature if necessary	Monthly
3	Check for busted lights, remove and replace	Weekly
4	Check for faulty wiring and electrical fixtures, repair/replace if necessary.	Monthly
5	Check for occurrence of water leaks on ceiling and walls, repair and repaint if any.	Monthly
6	Check for defective ceiling boards, replace and repaint	Monthly
7	Inspect doors and windows, repair defective parts if any	Monthly
8	Check for spalled/broken floor tiles/vinyl tiles, remove and replace.	Monthly
VI	POWERHOUSE, CHILLER ROOM AND BASEMENT	
1	Ensure cleanliness of these areas.	Weekly
2	Remove obstruction. Store waste materials in storage areas.	Weekly
1	Check for occurrence of water leaks on ceiling and walls, repair and repaint if necessary.	Monthly
2	Check for busted lights, remove and replace	Weekly
3	Check for faulty wiring and electrical fixtures, repair/replace if necessary.	Monthly
4	Inspect doors and windows, repair defective parts if any	Monthly
5	Ensure proper ventilation of these areas	Weekly
VII	PARKING AREAS, COVERED WALKWAYS AND DRIVEWAYS	
1	Ensure cleanliness of these areas.	Weekly
2	Remove obstruction. Store waste materials in storage areas.	Weekly
1	Check for water leaks on ceiling, repair and repaint if necessary.	Weekly
2	Check for busted lights, remove and replace.	Weekly
3	Check for faulty wiring and electrical fixtures, repair/replace if necessary.	Monthly
4	Inspect walkways and driveways, remove any harmful protrusion/pointed objects.	Weekly
5	Cement patching of any craters/cavities on pavement.	Monthly
6	Inspect parking roof, repair any infested or deteriorated wood frame. Replace rusted roof cover.	Weekly
VIII	ROOF DECK	
1	Ensure cleanliness of roofdeck.	Weekly
2	Remove obstruction/waste materials.	Weekly
1	Check for leaks. Waterproofing membranes must be firmly attached and free from bulging. Repair if necessary.	Monthly
IX	GI LONGSPAN COLOROOF	
1	Ensure cleanliness of roof cover.	Monthly
2	Check for leaks. Patch holes if any.	Monthly
X	FIRE EXIT STAIRS	
1	Inspection of fire exit stairs. Check for corroded steel railings and chipped-off portion of concrete steps and landings.	Monthly
2	Reinforce weak railings by welding and repainting works.	Monthly
3	Cement patching of the chipped-off portion of concrete.	Monthly
XI	OTHERS	

1	Regular maintenance/upkeep of other equipment/facility not specifically mentioned in this preventive maintenance program but form part of the building's common areas.	Monthly
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Group B

I. HK SUN PLAZA

A five (5) hectares commercial lot located in Roxas Boulevard, Pasay City. The lot is improved with a 44,000 square meter warehouse presently leased to several establishments. Major facility is Sewerage Treatment Plant (STP).

A. SEWERAGE TREATMENT PLANT

	Methodology	Frequency
1	Monitor the STP equipment performance every hour of each shift to ensure its optimum performance. This is usually done by actual inspection of the whole area of the STP.	Daily
2	Detect any unusual sound of pumps, blowers and other equipments including accessories such as control panel. Investigate immediately and make the necessary corrective measures to prevent the abnormality from becoming a major problem.	Daily
3	Detect any unusual level and overflows of tanks and piping system	Daily
4	Fill up the operation log sheet and logbook provided for every shift. Make sure to log down all abnormalities.	Daily
5	Monitor level of treatment chemical tanks, usually when its volume is below 30 % of the total volume.	Daily
6	Monitor the quality of effluent waste water from source. This is best done during visual and sound inspection.	Daily
7	Clean the sides and floor of the treatment plant. Usually the sides of the tanks will be accumulated with sludge that needs proper scrapping and cleaning.	Daily
8	Check oil level daily	Daily
9	Check voltage and ensure reading at 440V	Daily
1	Monitor weekly activities of Preventive Maintenance Service provider contracted by SSS in accordance with preventive Maintenance Manual.	Weekly
2	Upkeep of the STP and its immediate surroundings.	Weekly
3	Regular check-up on the operation of the STP, equipment and appurtenance.	Weekly
4	Monitor contractor's operation-tending of sludge de-watering facility and coordinate with SSS designated representative for the hauling disposal of sludge cake.	Weekly
5	Technical recording of the operation of the STP.	Weekly
6	Monitor supply of required chemicals for maintenance dose.	Weekly
1	Monitor monthly activities of Preventive Maintenance Service provider contracted by SSS in accordance with preventive Maintenance Manual.	Monthly
2	Monitor compliance of pollution control installations to water quality standards.	Monthly
3	Monitor monthly affluent sampling and analysis of waste water to ensure standard compliance with following parameters: BOD; COD; oil & Grease; pH, Color and TSS.	Monthly
4	Check/stimulate timer of blower controls.	Monthly
5	PM to provide waste minimization program and pollution prevention seminar upon commencement of operation and maintenance contract.	Monthly

B. PORTABLE FIRE EXTINGUISHERS

	Methodology	Frequency
I	INSPECTION	

1	Inspect extinguishers to ensure it is fully charged and operable.	Monthly
2	Location in designated place	Monthly
3	No obstruction to access or visibility	Monthly
4	Operating instructions on nameplate legible and facing outward	Monthly
5	Safety seals and tamper indicators not broken or missing	Monthly
6	Fullness determined by weighing or "hefting"	Monthly
7	Examine for physical damage, corrosion, leakage or clogged nozzle.	Monthly
8	Pressure gauge reading or indicator in the operable range	Monthly
8	Label in place	Monthly
II MAINTENANCE		
1	Maintenance shall include a thorough examination of the three basic elements of a fire extinguisher: 1.1 Mechanical parts 1.2 Extinguishing agent 1.3 Expelling means	Monthly
2	All rechargeable-type fire extinguishers shall be recharged after any use or as indicated by an inspection or when performing maintenance.	As needed

C. 1.5 KVA SUBSTATION FACILITY

	Methodology	Frequency
1	Check-up/clean and remove carbon deposits and dirt on all mechanism and transformer, apply suitable cleaning chemicals and lubricants.	Daily
2	Monitor and check for any defects and leaks on all mechanisms, coordinate with Contractor for servicing.	Daily
3	Implement emergency/corrective repairs/restorations in case of power failure due to defects in mechanism.	Daily
1	Re-tightening of contact terminals. Check load.	Quarterly
1	Monitor scheduled activities of Contractor hired by SSS for the servicing of sub-station in accordance with approved scope of work.	Annually

D. SEWERAGE SYSTEM AND WATERLINES

	Methodology	Frequency
1	Check for any leaks in sewer pipes/rough-ins and waterlines. Repair or replace as needed.	Weekly
2	Regular de-clogging of sewer pipes (rough-ins, riser and main sewer) using auger machine and/or declogging tape to prevent clogging.	Daily

E. MAINTENANCE OF COMMON AREAS

	Methodology	Frequency
I LEASED PREMISES		
1	Check for roof leaks, repair as needed.	Monthly
2	Attend to the needs of tenants when it comes to repair of existing electrical wiring system.	As Required
II COMFORT ROOMS		
1	Ensure cleanliness.	Daily
1	Conduct regular inspection, check for leaks and defective T&B fixtures/pipes. Repair or replace.	Weekly
2	Check for faulty wiring, defective electrical fixtures and busted lights, repair or replace.	Weekly
3	Does other routine maintenance/repair works.	Weekly

III	PARKING AREAS AND DRIVEWAYS	
1	Ensure cleanliness of these areas.	Weekly
2	Remove obstruction. Store waste materials in storage areas.	Weekly
3	Inspect walkways and driveways, remove any harmful protrusion/pointed objects.	Weekly
4	Cement patching of any craters/cavities on pavement.	Weekly
5	Inspect lamp posts, repair any defective electrical components. Replace busted light bulbs.	Weekly
IV	GI LONGSPAN COLOROOF	
1	Ensure cleanliness of roof cover.	Monthly
2	Check for leaks. Patch holes if any.	Monthly
V	SSS BRANCH OFFICE	
1	Attend to the needs of SSS Branch Office when it comes to emergency repair works.	As Needed
VI	OTHERS	
1	Regular maintenance/upkeep and repair of other equipment/facility not specifically mentioned in this preventive maintenance program but form part of the building's common areas.	As Needed

Group C

URDANETA VILLAGE & OTHER PROPERTIES

Urdaneta Village	- 16 residential units in Makati City. 90% tenancy rate
Bella Villa	- 22 residential condominium units in Merville, Parañaque City
Pioneer Highlands	- 37 residential and 19 office condominium units in Mandaluyong City
Renaissance Tower	- 1 three storey residential condominium unit in Ortigas, Pasig City
EGI-Rufino Tower	- 4 office condominium units in Taft corner Gil Puyat Avenue, Makati City
Pryce Center	- Commercial Building/ Office units in Pasong Tamo cor Bagtikan St., Makati City
CyberOne Bldg.	- Commercial Building/ Office units in Pasong Tamo cor Bagtikan St., Makati City
FCA 7.5 has. Property	- 7.5 hectares vacant property in Diokno Blvd., Pasay City
Green Meadows Village	- 2 Residential vacant lots in Murphy, Cubao, Quezon City
Fort Bonifacio property	- 3 Commercial vacant lots in Mckinly St., Taguig City
East Triangle property	- Commercial vacant lot in East Ave. cor EDSA, Quezon City
Manila Harbour	- Commercial lots in North Harbour, Manila City

	Methodology	Frequency
	For HOUSE AND LOTS/CONDOMINIUM UNITS	
1	Periodic inspection of these properties and monitor their condition.	As the Need Arise
2	Maintenance/repair of defects on subject SSS owned office/residential condominium units and houses on an “on-call basis” which involves the following building components: 2.1 Electrical wirings and lights/power outlets 2.2 Ceiling 2.3 Doors and windows	As the Need Arise

	2.4 Plumbing rough-ins, sewers, water lines and supply pipes 2.5 Kitchen counter top and cabinets 2.6 T&B fixtures 2.7 Bedroom closets 2.8 Floor and wall finishing (parquet, tiles, vinyl etc.)	
	For VACANT LOTS	
1	Periodic inspection of these properties and monitor their condition.	As the Need Arise

OTHER REQUIREMENTS: For All Groups

1. SERVICES AND FACILITIES PROVIDED BY SSS

- (a) The SSS shall provide the Property Management Firm and its personnel with all the available information and documents as necessary in the performance of their services.
- (b) The SSS shall provide the Property Management Firm with an office space. Allow the use of all SSS equipment/tools available in the building for the performance of their maintenance services.
- (c) The SSS through its Engineering and Facilities Management Department (EFMD) shall be responsible in directly supervising and monitoring the conduct of the property management services to be employed for SSS subject properties.

2. SUBMITTALS

- (a) Manual of Procedures for the Property Management (PM) System shall be submitted to the EFMD within ten (10) days upon PM take over.
- (b) Inventory of Supplies, Equipment, Tools, Furniture and other properties owned by the SSS shall be submitted by the PM Firm to the EFMD within the first 30 days of PM takeover.
- (c) Compilation of Reports on all Inventories, Maintenance Works, Repair Works and Purchases electronic files and hard copies shall be submitted by the PM Firm to the EFMD at the end of the contract.

3. REPORTS AND TIME SCHEDULE

- (a) The Property Manager is required to submit a monthly accomplishment report to monitor the quality of the work/services rendered by the Service Provider and as a requirement for the monthly billing. The Owner shall be informed immediately in case of emergency or urgent repair job which may require the owner's consent or approval regarding but not limited to the structural repair/defect of the building or irregularities and any other abnormal condition affecting security and safety of the tenants of the building.
- (b) Key personnel, Building Administrator, Licensed Mechanical Engineer and Administrative Assistant, are required to report to SSS Makati Office and HK Sun Plaza six (6) times a week.
- (c) Property management services, specifically maintenance, shall be provided for the SSS Makati Building and HK Sun Plaza on a 24/7 operation.
- (d) Property Management Firm for Group C shall assign one lead multi-skilled technician and three multi-skilled technician who shall report in Urdaneta Village from 8:00 am until 5:00 pm to cover maintenance services from Monday to Sunday. The four (4) maintenance staff shall be under the supervision of the SSS Makati Building Administrator. Any repair works at the SSS *other properties* herein described shall be attended by them on an "on call basis". However, the Property Management Firm shall assign two (2) of the four (4) maintenance staff for the regular housekeeping works at the SSS *other properties* herein described.

(e) Technical evaluation report for any proposed rehabilitation projects for SSS properties shall be submitted to the EFMD on time so as not to delay implementation of projects.

The entire scope of the Property Management Services should be completed in **three (3) year** period to commence within three (3) days from the date of receipt of Notice to Proceed or Contract whichever comes first.

Section VII. Technical Specifications

ITEM	Specification	Statement of Compliance																																	
	<p>Bidders must state in the Statement of Compliance below either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameters 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 Bidders 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 provisions of ITB Clause 3 and/or GCC Clause 2.</p>																																		
	For Group A – SSS Makati Building																																		
1	<p>The Property Management Firm shall provide general management services for the aforementioned SSS-owned property/ies/building/s including management system and other related works, engineering/maintenance and repair, housekeeping, safety and security, administrative and accounting. The PM company shall also employ qualified and experienced Personnel (various engineering discipline) and/or Sub-Service Providers as required to support all the deployed staff in carrying out the Services. The deployed PM Team can be changed within short notice, in terms of composition and number. The deployed manpower of each group can be assigned to the other groups to augment such repair and maintenance works. In other words, extra manpower can be deployed by the Property Management Company for short-term projects, and removed from the building/property once the project is completed without extra charges (labor) to the System.</p>																																		
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2	The Property Management Firm is required to submit a monthly accomplishment report to monitor the quality of the work/services rendered by the Service Provider. The EFMD shall be informed immediately in case of emergency or urgent repair job (minor & major works) which may require the EFMD's consent or approval regarding but not limited to the structural repair/defect of the building or irregularities and any other abnormal condition affecting security and safety of the occupants/tenants of the building.			
3	Using the performance standards and performance appraisal form (form supplied) for evaluation of the Service Provider, the EFMD technical personnel, would monitor and evaluate the performance of the Service Provider as to its compliance or non-compliance in the agreed scope of services as described in Section VII. Technical Specification . The Procuring Entity may terminate the contract with the Service Provider for failure to perform its obligation in accordance with the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act 9184 (R.A. 9184) , otherwise known as the "Government Procurement Reform Act".			
	Management Systems and Other related Scope of Work:			
4	Conduct a comprehensive over-all building survey within the first twenty (20) days of PM takeover and submit a report and recommendations (matrix of plans and programs) thereon within 10 days after the building survey date.			
5	Conduct a separate survey specifically focused on fire safety within thirty (30) days after PM takeover, and submits a report and recommendations thereon within 10 days after the fire survey date. The survey must be conducted by a qualified professional fire safety practitioner subject to prior approval by the SSS.			
6	Prepare a documentation of the PM System (hereinafter referred to as the "PM Manual"), including procedures, work instructions, quality plans and flowcharts and forms and tables specifically formulated for the PROJECT.			
	Management of the engineering, maintenance and repair services			
7	Ensure that the grounds, buildings, services and facilities are in a fit condition for the purpose to which they are put and that they comply with all appropriate standards and health and safety requirements.			
8	Take charge of the routine maintenance, repair and upkeep of facilities and equipment. <u>All repair works (labor & materials) THIRTY THOUSAND PESOS (Php 30,000.00) and below shall be done in-house repair works by the Property Management Firm except that the needed materials will be provided by EFMD. While repair works in</u>			

	<u>excess of THIRTY THOUSAND PESOS (P30,000.00) is considered major repair works, the Property Management Firm shall then prepare scope of work, cost estimate and make appropriate specifications & methodology and submit to EFMD for procurement process.</u>	
9	Design and implement the preventive maintenance program for all equipment.	
10	Maintain a register of all equipment showing repair and maintenance status.	
11	Monitor and study the utilization of the basic utilities and recommend schemes for cost saving.	
12	Conduct regular inspection of electrical and mechanical equipment. Recommend upgrading or improvements.	
13	Evaluate pest control needs and recommend the best scheme.	
14	Make appropriate recommendations, for major renovation or construction projects. To conduct engineering studies, prepare scope of works, prepare budget and assist in the bidding procedure.	
	Management of housekeeping services for the common areas and SSS utilized office spaces:	
15	Supervise the work of the housekeeping staff (janitorial).	
16	Continuously monitor and implement the technical requirements under the terms and conditions of the Janitorial contract/agreement.	
17	Recommend improvements in accordance with the terms and conditions of the Janitorial contract/agreement.	
18	Continuously appraise the staff performance.	
19	Review the reports of the staff, using these reports for improvement.	
	Management of safety and security services:	
20	Implement the security programs recommended by the SSS Security Office/Department. Make recommendations for improvement in accordance with the terms and conditions of the Security Agreement/Contract.	
21	Assist in the proper posting of a security guards to be assigned by the security agency commissioned by the SSS. Continuously appraise the security personnel performance and submit to EFMD.	
22	Organize a fire brigade and other disaster brigades.	
23	Prepare appropriate emergency evacuation and rescue plans.	
24	Provide continuous consultation in the formation and training of emergency groups.	
25	Organize a system in monitoring and reviewing the implementation of Health, Environment, Safety & Security (HESS) policies.	
26	Arrange for an annual risk assessment and survey.	
27	Provide related orientation/lectures to help reinforce awareness on health and safety policies of the client.	
	Management of the administrative, finance and accounting services:	
28	Monitor the implementation of accounting systems and procedures.	

29	Assist the EFMD in the preparation of the annual estimated expenses/budgets.	
30	Prepare billings/statements of account to be reviewed by EFMD and approved by AMD for their distribution to tenants/ occupants.	
31	Prepare notices for collection against billings and report to AMD. Collection of payment for rentals and other charges shall be made by the SSS Cashier of the nearest SSS Branch, who shall then issue receipt to tenant/s.	
32	Prepare a monthly report that includes all aspects of the property management of the project for the perusal of the SSS.	
33	Prepare and submit reports whenever required by the SSS.	
34	Attend regular and special meetings with the SSS.	
	Effective implementation of Quality Management Systems (QMS) procedures:	
35	Provide training and guidance to service contractors (involved in property management) with reference to the policies on health, safety, environment and security advocated by the SSS-Engineering and Facilities Management Department (EFMD).	
36	Continuous analysis and evaluation of various aspects of property management to identify problem areas, initiate improvements and implement corrective and preventive actions.	
37	Conduct periodic audit on systems and procedures that is expected to provide attainable recommendations or resolutions to correct any defects and/or inadequacies as a result of this comprehensive building audit in the above-mentioned aspects of the building, facilities, equipment, administration and operation.	
38	Meet the specific objective of being able to establish a system that would cover consistent inventory and monitoring of customer property; and identification and trace-ability of determining strategies.	
	Other Services	
39	Responsible in the monitoring/supervision, coordination and proper documentation of all SSS projects and procurements, and other related works for the maintenance of the aforementioned SSS-owned property/ies/building/s.	
40	Represent the SSS in securing licenses/permits/clearances or similar transactions with other government/private agencies in connection with management of the SSS properties.	
41	Responsible in the evaluation of plans and specifications, coordination and monitoring of the implementation of tenant's propose repair/renovation works to ensure the projects conform with the standard engineering practice and the house rules & regulations.	
42	The Property Management Firm shall assign a licensed mechanical engineer for the operation and maintenance services of the SSS MAKATI BUILDING's mechanical equipment and machinery in compliance with Republic Act No. 8495, An Act Regulating the Practice of Mechanical Engineering in the Philippines. The licensed	

	mechanical engineer shall be deployed at the SSS MAKATI BUILDING to assist the Building Administrator in the implementation of the preventive maintenance for all the equipment of the aforementioned SSS - owned property/ies / building/s.																																					
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	For Group B – SSS HK Sun Plaza Complex																																					
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	Management of the engineering, maintenance and repair services	
49	Ensure that the grounds, buildings, services and facilities are in a fit condition for the purpose to which they are put and that they comply with all appropriate standards and health and safety requirements.	
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	Management of housekeeping services for the common areas and SSS utilized office spaces:	
57	Supervise the work of the housekeeping staff (janitorial).	
58	Continuously monitor and implement the technical requirements under the terms and conditions of the Janitorial contract/agreement.	
59	Recommend improvements in accordance with the terms and conditions of the Janitorial contract/agreement.	
60	Continuously appraise the staff performance.	
61	Review the reports of the staff, using these reports for improvement.	
	Management of safety and security services:	
62	Implement the security programs recommended by the SSS Security Office/Department. Make recommendations for improvement in accordance with the terms and conditions of the Security Agreement/Contract.	
63	Assist in the proper posting of a security guards to be assigned by the security agency commissioned by the SSS. Continuously appraise the security personnel performance and submit to EFMD.	
64	Organize a fire brigade and other disaster brigades.	
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66	Provide continuous consultation in the formation and training of emergency groups.	
67	Organize a system in monitoring and reviewing the implementation of Health, Environment, Safety & Security (HESS) policies.	
68	Arrange for an annual risk assessment and survey.	
69	Provide related orientation/lectures to help reinforce awareness on health and safety policies of the client.	
	ii. Management of the administrative, finance and accounting services:	
70	Monitor the implementation of accounting systems and procedures.	
71	Assist the EFMD in the preparation of the annual estimated expenses/budgets.	
72	Prepare billings/statements of account to be reviewed by EFMD and approved by AMD for their distribution to tenants/occupants.	
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76	Attend regular and special meetings with the SSS.	
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77	Provide training and guidance to service contractors (involved in property management) with reference to the policies on health, safety, environment and security advocated by the SSS-Engineering and Facilities Management Department (EFMD).	
78	Continuous analysis and evaluation of various aspects of property management to identify problem areas, initiate improvements and implement corrective and preventive actions.	
79	Conduct periodic audit on systems and procedures that is expected to provide attainable recommendations or resolutions to correct any defects and/or inadequacies as a result of this comprehensive building audit in the above-mentioned aspects of the building, facilities, equipment, administration and operation.	
80	Meet the specific objective of being able to establish a system that would cover consistent inventory and monitoring of customer property; and identification and trace-ability of determining strategies.	
	Other Services	
81	Responsible in the monitoring/supervision, coordination and proper documentation of all SSS projects and procurements, and other related works for the maintenance of the aforementioned SSS-owned property/ies/building/s.	
82	Represent the SSS in securing licenses/permits/clearances or similar transactions with other government/private agencies in connection with management of the SSS properties.	
83	Responsible in the evaluation of plans and specifications, coordination and monitoring of the implementation of tenant's propose repair/renovation works to ensure the projects conform with the standard engineering practice and the house rules & regulations.	
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	For Group C – SSS Urdaneta Village Properties & other IP/ROPA Properties	
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	k.	East Triangle property	– 4.0 has. Commercial vacant lot in East Ave. cor EDSA, Quezon City	
	l.	Manila Harbour	- Commercial lots in North Harbour, Manila City	
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		Multi-Skilled Technician 2	2	(knowledgeable in building facility/ equipment maintenance; expert in plumbing and carpentry works)
85	The Property Management Firm is required to submit a monthly accomplishment report to monitor the quality of the work/services rendered by the Service Provider. The EFMD shall be informed immediately in case of emergency or urgent repair job (minor & major works) which may require the EFMD's consent or approval regarding but not limited to the structural repair/defect of the building or irregularities and any other abnormal condition affecting security and safety of the tenants of the building.			
86	Using the performance standards and performance appraisal form (form supplied) for evaluation of the Service Provider, the EFMD technical personnel, would monitor and evaluate the performance of the Service Provider as to its compliance or non-compliance in the agreed scope of services as described in Section VII. Technical Specification . The Procuring Entity may terminate the contract with the Service Provider for failure to perform its obligation in accordance with the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act 9184 (R.A. 9184) , otherwise known as the “Government Procurement Reform Act”.			
	Management Systems and Other-related Scope of Work:			
87	Conduct a comprehensive survey within the first twenty (20) days of PM takeover and submit a report and recommendations (matrix of plans and programs) thereon within 10 days after the survey date.			
88	Conduct a separate survey specifically focused on fire safety within thirty (30) days after PM takeover except properties with separate Administration Office and vacant lots, and submits a report and recommendations thereon within 10 days after the fire survey date.			

	The survey must be conducted by a qualified professional fire safety practitioner subject to prior approval by the SSS.	
89	Prepare a documentation of the PM System (hereinafter referred to as the “PM Manual”), including procedures, work instructions, quality plans and flowcharts and forms and tables specifically formulated for the PROJECT.	
	Management of the engineering, maintenance and repair services	
90	Ensure that the grounds, buildings, services and facilities are in a fit condition for the purpose to which they are put and that they comply with all appropriate standards and health and safety requirements.	
91	Take charge of the routine maintenance, repair and upkeep of facilities and equipment. <u>All repair works (labor & materials) THIRTY THOUSAND PESOS (Php 30,000.00) and below shall be done in-house repair works by the Property Management Firm except that the needed materials will be provided by EFMD. While repair works in excess of THIRTY THOUSAND PESOS (P30,000.00) is considered major repair works, the Property Management Firm shall then prepare scope of work, cost estimate and make appropriate specifications & methodology and submit to EFMD for procurement process.</u>	
92	Design and implement the preventive maintenance program for all equipment.	
93	Maintain a register of all equipment showing repair and maintenance status.	
94	Monitor and study the utilization of the basic utilities and recommend schemes for cost saving.	
95	Conduct regular inspection of electrical and mechanical equipment. Recommend upgrading or improvements.	
96	Evaluate pest control needs and recommend the best scheme.	
97	Make appropriate recommendations, for major renovation or construction projects. To conduct engineering studies, prepare scope of works, prepare budget and assist in the bidding procedure.	
	Management of housekeeping services	
98	Supervise the work of the housekeeping staff commission by the SSS (janitorial).	
99	Continuously review and evaluate the systems for cleaning.	
100	Recommend improvements and cutting of full grown grass on the vacant lots.	
	Management of safety and security services:	
101	Implement the security programs recommended by the SSS Security Office/Department. Make recommendations for improvement in accordance with the terms and conditions of the Security Agreement/Contract particularly on the SSS-owned properties with Security Agency commissioned by SSS.	
102	Assist in the proper posting of a security guards to be assigned by the security agency commissioned by the SSS. Continuously appraise the security personnel performance and submit to EFMD.	

	Management of the administrative, finance and accounting services:	
103	Monitor the implementation of accounting systems and procedures.	
104	Assist the EFMD in the preparation of the annual estimated expenses/budgets.	
105	Prepare billings/statements of account to be reviewed by EFMD and approved by AMD for their distribution to tenants/occupants.	
106	Prepare notices for collection against billings and report to AMD. Collection of payment for rentals and other charges shall be made by the SSS Cashier of the nearest SSS Branch, who shall then issue receipt to tenant/s.	
107	Prepare a monthly report that includes all aspects of the property management of the project for the perusal of the SSS.	
108	Prepare and submit reports whenever required by the SSS.	
109	Attend regular and special meetings with the SSS.	
	Other Services	
110	Responsible in the monitoring/supervision, coordination and proper documentation of all SSS projects and procurements, and other related works for the maintenance of the aforementioned SSS-owned property/ies/building/s.	
111	Represent the SSS in securing licenses/permits/clearances or similar transactions with other government/private agencies in connection with management of the SSS properties.	
112	Responsible in the evaluation of plans and specifications, coordination and monitoring of the implementation of tenant's propose repair/renovation works to ensure the projects conform with the standard engineering practice and the house rules & regulations.	

Section VIII. Bidding Forms

Bid Form

Date: _____
Invitation to Bid N^o: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 Currency	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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Bid Breakdown

Name of Bidder _____ Invitation to Bid Number _____

Page ____ of ____

COST OF 3-YEAR PROPERTY MANAGEMENT SERVICES

		GROUP A		GROUP B		GROUP C
		SSS Makati Bldg.		SSS HK Sun Plaza		Urdaneta Vill. & other IP/ROPA
Manpower Complement		12		8		4
Total Salaries and Benefits(SB)	Php		Php		Php	
Government Fees (GF)	Php		Php		Php	
Overhead Cost (__% of SB)	Php		Php		Php	
Management Fee (__% of SB+GF+OC)	Php		Php		Php	
VAT (12% of SB+OC+ MF)	Php		Php		Php	
Monthly Bid Cost	Php		Php		Php	
Yearly Bid Cost	Php		Php		Php	
BID PRICE Per Group (3 years)	Php		Php		Php	
TOTAL BID PRICE (3 Years)	Php					

Note:

- (a) 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 per Section II. Instruction to Bidder item 15.2 and 28.3:
 - (a) If the item is given for free, indicate dash (-), zero (0) or free
 - (b) If the item is not applicable, indicate N/A
- (b) Please use the softcopy of the Bid Breakdown provided to the bidders.
- (c) All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder per Section II. Instruction to Bidder, item 19.4.
- (d) Cost proposal must be inclusive of all applicable taxes per Section II. Instruction to Bidder, 28.5.
- (e) Warranty requirement is at no cost to SSS.

Formula in the Computation of NFCC

NAME OF PROJECT

NAME OF COMPANY

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

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

Value of Outstanding Works under On-going Contracts:

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

Use additional sheet/s, if necessary

FORMULA:

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

$\frac{P}{\text{NFCC}}$

Prepared and Submitted by:

Signature over Printed Name

**STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS WITH
ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)**

NAME OF CONTRACT	DATE AND STATUS OF CONTRACT	KINDS OF GOODS	VALUE OF OUTSTANDING CONTRACT	CONTACT PERSON & CONTACT NO.

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE
PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC**

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON & CONTACT NO.

Omnibus Sworn Statement

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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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;
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: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC

Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a. Carefully examine all of the Bidding Documents;
 - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory
[JURAT]

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ____, *[date issued]*, *[place issued]*

IBP No. ____, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

⑩ This form will not apply for WB funded projects.

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

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

I/We1, 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 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 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;
 - (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'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

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

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [*brief description of goods and services*] 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*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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 day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)
Signed, sealed, delivered by _____ the _____ (for the Supplier).

