

TECHNICAL SPECIFICATION AND REQUIREMENTS

Project Title	<p>Preventive Maintenance for Ten (10) months of Elevator located at OWWA Central Office, Pasay City and Devcen, Intramuros, Manila inclusive of:</p> <p style="padding-left: 40px;"><i>2 Units Fuji-Sino Elevator – 10 floors</i></p> <p style="padding-left: 40px;"><i>1 Unit Fuji-Sino Elevator – 9 floors</i></p> <p style="padding-left: 40px;"><i>1 Unit BLT (Rehabilitated to Fuji-Sino Operating System) Elevator – 4th floors</i></p>
I. Maintenance Service Coverage	<ol style="list-style-type: none"> 1. The service under this contract shall consist of: <p style="padding-left: 40px;">Monthly inspection, adjustment, and when necessary, lubricate and adjust all machinery, controllers, doors, locks, guide shoes, and safety appliances of the same. Regular inspection of hoisting and governor ropes, gearbox, guide rails, switches, and electrical wiring for elevator unit. This service shall include cleaning the machine room, the elevator car, the elevator pit, fans/blower, air-conditioning system, lighting, Audio system, CCTV, and others accessories related to the operation of the elevator. Adjustment of hosting and governor ropes if necessary. The service Contractor shall also supply all necessary parts and supplies for the elevators.</p> 2. <u>The replacements of spare parts shall be sourced from the authorized supplier or purchased preferably thru the service provider to guarantee supply and installation.</u> 3. In addition, the service provider shall furnish a replacement supply of the following, free of charge: <ol style="list-style-type: none"> a. Lubrication oil and grease b. WD 40 Lubricant c. Contact Cleaner d. Electric Tape e. Sandpaper f. Rugs g. Gloves 4. To send at OWWA's request as soon as reasonably possible any time skilled and competent technician(s) of a service provider to attend to, investigate and report any breakdown or faulty operation of the Elevator, taking into consideration the following: <ol style="list-style-type: none"> 4.1. The proximity and accessibility of the Premises and the Elevator; 4.2. Weather conditions; and 4.3. The safety of service provider technician(s) is not endangered because of attending to such breakdown or faulty operation. 5. In case of emergency, send as reasonably possible its skilled and competent technician(s) to take any action necessary to render the installation safe. The service provider will, in this connection, train specifically designated personnel of OWWA in the basic procedures of the manual release of trapped passengers. 6. To carry out at manual intervals (or whenever reasonably required) a survey of the Elevator by a qualified service provider representative advising on any repair, alteration, or change which is beyond the scope of this Agreement.

	<ol style="list-style-type: none"> 7. To conduct annual load testing and to issue requisite annual certificates attesting to the condition of the elevator/s installation signed and sealed by a professional mechanical engineer, for compliance purposes to acquire elevator operation permits.
II. Period of Service Agreement	<ol style="list-style-type: none"> 1. This Agreement shall be for Ten (10) Months commencing on March 01, 2023, and ending on December 31, 2023, and may be renewed upon mutual agreement of the parties hereto. 2. In case of the expiration of this contract and neither party signifies his/their intention to terminate the same thirty (30) days before such expiration, it is understood that the contract is renewed for the same period and under the same terms and conditions; any increase shall be subject to OWWA's written approval. 3. Either party has the right to terminate this Agreement after giving thirty (30) days advance written notice with just cause to the other party.
III. Minimum Qualification of the Service Provider	<p><u>The Service Provider for Preventive Maintenance shall be authorized and/or accredited by the manufacturer and/or distributor of the Fuji-Sino elevator. It shall certify to undertake after-sales service and technical support including spare parts of the brand.</u></p>
IV. Time of Servicing	<ol style="list-style-type: none"> 1. All emergency inspection and repair services shall be done. 2. All regular inspection and repair services shall be done every month on a regular 8 hours working day of the service provider. 3. Twenty-four (24) Hours of emergency call-back service will be provided between regular inspections should trouble to develop with the Elevator and OWWA will notify the service provider at the earliest time possible.
IV. Responsibilities of the Owner	<ol style="list-style-type: none"> 1. The service provider may, at its discretion, assist OWWA in respect of the same upon the request of OWWA subject to the payment by OWWA of an extra charge to be reasonably determined by both parties. 2. OWWA shall be solely liable for all the licenses, dues or fees, or charges payable to the government, national or local as OWWA and/ or user of the Elevator.
V. Default of both parties	<ol style="list-style-type: none"> 1. If OVERSEAS WORKERS WELFARE ADMINISTRATION fails to pay when due any of its financial obligations under this Agreement or it breaches any provisions hereof, the service provider has the option to UNILATERALLY: <ol style="list-style-type: none"> a. Terminate this Agreement in its entirety, or b. Suspend maintenance of the Elevator until the obligations of OVERSEAS WORKERS WELFARE ADMINISTRATION have been fully paid. 2. Notwithstanding the termination of this Agreement due to the above-mentioned reason, OVERSEAS WORKERS WELFARE ADMINISTRATION shall remain liable to pay the unpaid Service Fees, spare parts, materials, and other amounts due, plus interest and penalty thereon, until such time that the said amounts have been fully paid by OVERSEAS WORKERS WELFARE ADMINISTRATION. 3. If the service provider fails to conduct proper maintenance of the elevator OVERSEAS WORKERS WELFARE ADMINISTRATION may terminate without the need to pay remaining services fees and/or unused terms.

VI. Miscellaneous Provisions	<ol style="list-style-type: none"> 1. The service provider shall notify OVERSEAS WORKERS WELFARE ADMINISTRATION of the period within which the repairs or replacement must be carried out. OVERSEAS WORKERS WELFARE ADMINISTRATION shall allow the service provider to carry out such repair or replacement work during the period specified in such notice on a best-effort basis. 2. OVERSEAS WORKERS WELFARE ADMINISTRATION undertakes not to allow or permit any person not authorized by OVERSEAS WORKERS WELFARE ADMINISTRATION to do any work on the Elevator during the effectiveness of this Agreement. 3. The service provider may remove such parts of the Elevator to its premises for testing and/or replacement of parts, as the service provider considers necessary, with written approval. 4. In the event of force majeure and acts of God, the parties may rescind this agreement should they become unable to fulfill their responsibilities as outlined in this agreement, upon giving the other party thirty (30) days prior written notice thereof. <p>In case of expropriation of force majeure referred to above, the parties hereby unconditionally relieve and release each other from all liability under this agreement, in connection with or arising out of such calamities, without prejudice to whatever resource each may have against the person or entity responsible for such fortuitous event, if any, on account of the damage done or caused to its properties.</p> <p>To constitute a force majeure/fortuitous event, all of the following elements must concur: (a) the cause of unforeseen and unexpected occurrence or of the failure of the Party to comply with its obligations must be independent of the will of the Party, (b) it must be impossible to foresee the event that constitutes caso fortuito or if it can be foreseen, it must be unforeseen, it must be impossible to avoid; (c) the occurrence must be such as to render impossible for the Party to fulfill its obligations in a normal manner, and (d) the Party must be free from any participation in the aggravation of the injury or loss.</p> <p>Notwithstanding the foregoing, force majeure shall include but is not limited to, acts of God, acts of government, strikes, lockouts, riots, civil commotion, acts of war, emergency, general chaos, inclement weather, landslides/landslips, earthquakes.</p>
VII. Observance of Rules and Regulations	<p>OVERSEAS WORKERS WELFARE ADMINISTRATION undertakes to obey and comply with all ordinances, regulations, by-laws, rules, and requirements of any government or other competent authority relating to the Elevator and to indemnify the service provider against any loss, damage, or liability that the service provider may incur as a result of any breach thereof. If any modification is required to be made in respect of any part of the Elevator as a result of a change in relevant laws, the cost thereof shall be borne by OVERSEAS WORKERS WELFARE ADMINISTRATION.</p>
VIII. Amendments	<p>No provision of this Agreement may be amended, changed, altered, or modified except in writing and signed by the parties.</p>
IX. Legal Action	<p>In case of violation of any condition of this agreement by any party and legal action to enforce its rights is instituted, it is mutually understood that the venue of any legal action shall be in the City of Pasay, Philippines and the offending party shall pay attorney's fees, interests, damages and cost of a suit in addition to such claims as imposed by the Court.</p>

**X. Approved Budget
for the Contract**

The Approved Budget for the Contract is ~~Php 750,000.00~~ for a period of Ten (10) months (March 01, 2023, to December 31, 2023). ✓

Prepared By:



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