

Republic of the Philippines  
**Office of the Solicitor General**

**SUPPLY AND LABOR FOR THE REPAIR AND RENOVATION OF THE RENTED OFFICES OF FOUR (4) LEGAL DIVISIONS AND TWO (2) SERVICES LOCATED AT APMC BUILDING AND MONTEPINO BUILDING EXTENSION OFFICES OF THE OFFICE OF THE SOLICITOR GENERAL (OSG)**

**A. TERMS OF REFERENCE**

The OSG intends to repair and renovate the offices of four (4) legal divisions and two (2) services, located at APMC Building, 136 Amorsolo St. and Montepino Building, 138 Amorsolo St. corner Gamboa St., Legaspi Village, San Lorenzo, Makati City, which are its rented offices adjacent to the OSG Main Building.

The OSG shall employ the services of a **CONTRACTOR** to provide labor and materials for the repair/renovation of said offices:

1. The Approved Budget for the Contract (ABC) for the repair/renovation is **Php6,147,233.00**, including 12% VAT and payment for the business and other permits required for this project, which shall be applied for and obtained by the **CONTRACTOR**.
2. The **CONTRACTOR** may request an advance payment as mobilization funds in the amount not exceeding **15%** of the contract price, upon submission to and acceptance by the OSG of an irrevocable letter of credit of equivalent value. The balance is subject to progress payments under the following conditions.
  - a) The **CONTRACTOR** shall submit a Statement of Work Accomplished (SWA), subject to the verification and certification by the OSG.
  - b) The first progress payment shall only be paid to the **CONTRACTOR** upon completion of the twenty percent (20%) of the work, as certified by the building administrator, inspection committee, and end-user or its representative.
  - c) The progress payment is subject to the retention of ten percent (10%) of the total amount due the contractor and shall be retained from every progress payment until the fifty percent (50%) of the value of work, as determined by the OSG, is completed. If after 50% of the value of work is completed, and the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the 10% retention shall be imposed. The total retention money shall be released upon the final acceptance by the OSG of the work.
3. The OSG shall check/inspect the **CONTRACTOR's** works upon every submission of SWA and shall notify the **CONTRACTOR** of any defect/s that will be found. The **CONTRACTOR** shall immediately correct/repair the notified defect/s at the **CONTRACTOR'S** expense and without additional costs to the original contract amount.
4. If the **CONTRACTOR** refuses or fails to satisfactorily complete the work within the specified contract time, then an amount equal to at least **one-tenth (1/10) of one percent of the cost of unperformed portion of the work for every day of delay** shall be paid by the **CONTRACTOR** or deducted from any money due the **CONTRACTOR**.

5. The **CONTRACTOR** shall ensure that the materials to be used for the renovation/repair are of good quality and subject to inspection by the OSG building administrator or its representative. All materials for construction/fabrication must be new unless otherwise specified to reuse existing materials.
6. The **CONTRACTOR** has **one hundred twenty (120) working days** (after office hours only), holidays, Saturdays and Sundays, to complete the scope of works and will commence upon the receipt of the Notice to Proceed (NTP) from the Bids and Awards Committee (BAC).
7. The **CONTRACTOR** shall submit a company profile with latest office address, contact number/s, website, and email address.
8. The **CONTRACTOR** shall submit a work plan/schedule specifying the number of workers per day, the number of workdays per week, and the number of working hours per week.
9. No employer-employee relationship shall arise between the **CONTRACTOR** and/or its workers on one hand and the **OSG** on the other. The **OSG** shall not be liable or accountable for any accident and injury which may occur to any worker or personnel of the **CONTRACTOR** during the performance of the work services mentioned herein whether the injuries or accidents occurred inside or outside the premises of the OSG, or any loss or damage whatsoever and shall save the OSG harmless therefrom.
10. The **CONTRACTOR** shall be responsible for any loss or damage that may be incurred upon the properties of OSG during the performance of the works or for injury to any person caused by unreasonable or negligent act or omission of the **CONTRACTOR** or its workers, whether such act is intentional or not.
11. The OSG shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to force majeure or any fortuitous events or for failure on the part of the **CONTRACTOR** to carry out valid orders given by OSG or to perform any provisions of the contract, or due to adjustment of plans to suit office conditions as found necessary during construction.
12. Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Implementing Rules and Regulations shall form a part of these Terms of Reference (TOR).

**B.**

**SCOPE OF WORKS**

**LOT 1 - FELICISIMO FERIA DIVISION**  
**Ground Floor, APMC Building**  
**ABC: ₱ 1,500,000.00**

Description	Quantity	Unit/s
1. Mobilization	1	Lot
2. Dismantling of the following:		
a. Whole room, including the conference room	1	Units

Terms of Reference and Scope of Works  
 Repair and Renovation of Rented Offices of OSG (2020)

and mini-pantry; b. Existing seven (7) lawyers' cubicle high partitions; c. Major wall at the center of the division.	7 2	Units Lots
3. Fabrication and installation of eleven (11) newly painted partitions for lawyers' rooms (Height = 1.85m). Include painting works. 4. Fabrication and installation of: a. Eleven (11) newly painted wooden partitions for secretaries, including L-type wooden tables (Height= 1.3m). Notes: (1) Refer to those in the Villareal Division; (2) Mobile pedestals will be provided by the OSG. b. Fabrication and installation of one (1) newly, painted wooden ASG secretary partition with L-type painted table (Height =1.30m) Notes: Please refer to the layout; Include a provision re: fabrication and installation of pantry.	11 11 1	Units Units Unit
5. Re-painting of the ASG room. 6. Repair of lobby (adjustment, painting, and varnishing of front wall). Note: Dismantling of second glass doors in lobby. (Move to dismantling no. 2) 7. Dismantling and replacement of existing glass window and construction of a half glass, half wood conference room, except on ASG's side which must be all wood, and relocation of the door. Note: please refer to layout	1 1 1	Lot Unit Unit
8. Construction and painting of a two (2) new filing rooms, with usable open shelves, floor to ceiling.	2	Units
9. Painting: a. Of the division concrete wall and pantry; b. Of twelve (12) existing cabinets Note: Include fabrication of usable open shelves.	1 12	Lot sets
10. Supply, installation, and relocation of existing electrical and telephone lines for lawyers, legal secretaries, ASG secretary, ASG room, storage room, and pantry, on the account of the contractor. Note: The OSG representative will check the installation and relocation of the lines installed.	1	Lot
11. Repair of existing damaged tiles only.	1	Lot
12. Hauling of debris during and after renovation (all valueless materials)	1	Lot
13. Supply and installation of structure cabling and other wirings related to internet connection.	1	Lot
Note: OSG IT representative will check the installation of structure cabling and other wirings related to internet connection.		