

Republic of the Philippines
Office of the Solicitor General

TERMS OF REFERENCE

**SUPPLY AND LABOR FOR THE REPAIR AND RENOVATION
OF THE OFFICE SPACE OF LEBBEUS R. WILFLEY DIVISION
OF THE OFFICE OF THE
SOLICITOR GENERAL (OSG)**

The Office of the Solicitor General (**OSG**) intends to repair and renovate the office space of the Lebbeus R. Wilfley Division at Montepino Building, Amorsolo St., Legaspi Village, San Lorenzo, Makati City, near the OSG's main building.

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

1. The Approved Budget for the Contract (ABC) for the repair/renovation is **ONE MILLION EIGHT HUNDRED THOUSAND PESOS (Php 1,800,000.00)** including 12% VAT and payment for the business and other permits required for this purpose, which shall be applied for by the **CONTRACTOR**.
2. To guarantee the performance by the winning bidder of its obligations under the contract, it shall post a performance security prior to the signing of the contract. The performance security shall be in an amount not less than the required percentage of the total contract price in any of the following forms and in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal of Commercial Bank.	5%
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; <i>Provided, however,</i> that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	5%
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.	30%

3. The **OSG** shall pay the **CONTRACTOR** in accordance with the following

schemes/schedules:

	Particulars	Remarks/Conditions
First release	15% of the Total Contract Price <i>per lot</i> , less 5% warranty deposit, computed based on the progress billing.	The amount represents the mobilization fund. The CONTRACTOR shall submit a written request after the Contract is duly signed and notarized.
Second release	15% of the Total Contract Price <i>per lot</i> , less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at least 30% <i>per lot</i> (corresponding to the 15% mobilization fund and 15% Total Contract Price <i>per lot</i>). The CONTRACTOR shall submit a Statement of Work Accomplished (SWA) subject to the verification and certification by the OSG .
Third release	20% of the Total Contract Price <i>per lot</i> , less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at least 50% <i>per lot</i> . The CONTRACTOR shall submit an SWA subject to the verification and certification by the OSG .
Fourth release	20% of the Total Contract Price <i>per lot</i> , less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at least 70% <i>per lot</i> . The CONTRACTOR shall submit an SWA subject to the verification and certification by the OSG .
Fifth release	30% of the Total Contract Price <i>per lot</i> , less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at 100% <i>per lot</i> . The CONTRACTOR shall submit an SWA subject to the verification and certification by the OSG .
Sixth release	5% warranty deposit of the Total Contract Price.	For the procurement of Goods, in order to assure that manufacturing defects

¹ The obligation for the warranty shall be covered by 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. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

		shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, after acceptance by the Procuring Entity of the delivered supplies. ¹
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4. The **OSG** shall check/inspect the **CONTRACTOR's** works upon every submission of an SWA and shall notify the **CONTRACTOR** of any defects that are 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.

5. Where the **CONTRACTOR** refuses or fails to satisfactorily complete the work within the specified contract time, 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 based on calendar days** shall be paid by the **CONTRACTOR** or deducted from any money due the **CONTRACTOR**.

6. 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**. All materials for construction/fabrication should be **new** unless otherwise specified to reuse/reconstruct existing materials.

7. The **CONTRACTOR** has **sixty (60) 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). The **CONTRACTOR** shall follow the health and safety measures, including the physical closure of the covered office spaces, to be imposed by the **OSG** and/or the concerned Building Administrator. The days during which the covered office spaces were physically closed as part of health and safety measures shall be excluded from the sixty (60) working days (after office hours only), holidays, Saturdays and Sundays, to complete the scope of works.

8. The **CONTRACTOR** shall submit a work plan/schedule specifying the number of workers per day, the number of workdays per week, the number of work hours per week, and the projected completed works, corresponding to the cumulative 30%, 50%, 70% and 100% of scope of works per lot, as duly approved by the **OSG**.

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/or injury which may occur to any worker or personnel of the **CONTRACTOR** during the performance of the works mentioned herein, whether the injury or accident occurred inside or outside the premises of the **OSG**.

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. The **OSG** shall not be liable for any loss or damage whatsoever and the **CONTRACTOR** shall save the **OSG** harmless therefrom.
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 the **OSG** or to perform any provisions of the contract, or due to adjustment of plans to suit office conditions as found necessary during the construction.
12. Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Implementing Rules and Regulations (IRR) shall form a part of the Terms of Reference (TOR).

SCOPE OF WORKS

**Lot 1: REPAIR OF LEBBEUS R. WILFLEY DIVISION
4TH FLOOR, Units 4A and 4B, Montepino Building
ABC : P1,500,000.00**

Description	Quantity	Unit/s
1. Mobilization	1	Lot
2. Dismantling of the following: @ Unit 4A and 4B 2.1 Wall beside the stock room in Unit 4A 2.2 Overhanging cabinet at lawyer's cubicle at 4B except lawyer number 8; see attached layout/plan.	1	Lot

<p>2.3 Provision of access from Unit 4B to Unit 4A Room dismantling of small wall area (between Unit A and Unit B).</p> <p>2.4 Dismantling of existing room at the middle of Unit 4B to provide six (6) new modular partitions for secretaries</p> <p>a. Supply, fabrication, and installation of low wall in between six (6) secretaries (see attached layout)</p> <p>b. Supply, fabrication, and installation of modular cubicles with shelves for secretaries to be mounted at low wall</p> <p>2.5 Partition wall at kitchen area at Unit 4A</p> <p>2.6 Along center room of the Unit 4B</p> <p>a. Cabinets beside the Door at Unit 4B (see picture for reference)</p> <p>b. Tables beside the pantry at Unit 4B (see picture for reference)</p>		
<p>3. Supply, installation and fabrication of Prefab tables for 1,2,3,4,5,6,7,8,9,10 and 11 lawyers Note: L-type tables at size 50 cm (please see picture for reference)</p> <p>4. Supply, installation and fabrication of new floating shelves/cabinet for lawyers 4,5,6,7,8,9,10,11 (see picture for reference)</p> <p>5. Supply, installation, and fabrication of new modular cubicles with tables for 4 (four) secretaries along Unit 4A. Note: Height is 1.2m for each cubicle. (See attached plan/layout)</p> <p>6. Supply, installation, and fabrication of 4 (four) lawyers' cubicles. (See attached plan/layout) (Unit 4A for lawyer 1,2,3) and at Unit 4B for lawyer 11. Note: Height is 1.7m for each cubicle</p> <p>7. Supply, fabrication, and installation of modular cubicle with table for lawyer 11's secretary (See attached plan/layout) at Unit 4B Note: Height is 1.2m for each cubicle</p> <p>8. Supply, fabrication, and installation of one set (1) modular for ASG secretary cubicle with cabinets. Note: Height is 1m. (See attached sketch/plan and sample pic)</p> <p>a. Provide an extended mobile table</p>	<p>11</p> <p>8</p> <p>4</p> <p>4</p> <p>1</p> <p>1</p>	<p>Units</p> <p>Units</p> <p>Units</p> <p>Units</p> <p>Unit</p> <p>Lot</p>
<p>9. Repair of ASG room</p> <p>a. dismantling of floating cabinet</p> <p>b. repainting of conference room 1</p> <p>c. repainting of ASG CR</p> <p>d. supply of shower area and accessories in ASG CR</p> <p>e. Provide a sliding door access for (ASG office, conference room and CR)</p> <p>f. Supply, installation, and fabrication of shelf/closet cabinet beside ASG CR door (see picture for reference;) dismantling of carpet in ASG Room</p> <p>g. Supply, installation and fabrication of tiles in ASG room</p> <p>10. Construction of one (1) conference room beside the</p>	<p>1</p>	<p>Lot</p>