



Republic of the Philippines
Office of the Solicitor General
134 Amorsolo St. Legaspi Village, Makati City

Technical Working Group for Repair of OSG Offices for the Relocated Offices

TERMS OF REFERENCE

Supply of Labor and Materials for the Repair of Relocated Offices of the Office of the Solicitor General

The **OFFICE OF THE SOLICITOR GENERAL (OSG)** intends to repair a total of **3,527.80 sq.m.** office space consisting of approximately **2,342.20 sq.m.** at the eighth (8th) floor and **1,185.60 sq.m.** at the seventh (7th) floor of Convergys One Building located at 6796 Ayala Avenue, corner Salcedo Street, Legaspi Village, Makati City.

The OSG shall hire the services of a **CONTRACTOR** to provide labor and materials for the repair of said offices.

1. The Approved Budget for the Contract (ABC) is **Thirty Million Seven Hundred Thousand Pesos (₱30,700,000.00), inclusive of all government taxes, charges and other standard fees**, including, but not limited to, payment for:

- a. **Business and other permits** required for this purpose, which shall be applied for by the **CONTRACTOR**.
- b. **Construction Bond** pursuant to the terms specified under paragraph 11 of this Terms of Reference.

Cost of the Construction Bond will be released together with the First Release in accordance with paragraph 3 of this Terms of Reference.

The full cost of the Construction Bond shall either be refunded by the **CONTRACTOR** to the OSG once repair of the relocated offices is completed or will be deducted from the remaining payables due to the **CONTRACTOR**.

=====

- c. **Vetting Fee** which shall be paid directly by the CONTRACTOR to the LESSOR of the building subject for repair, in this case the Ayala Land, Inc. for the Convergys One Building, capped at not more than One Hundred Pesos (P100.00) per square meter (VAT exclusive).

2. To guarantee the performance by the winning bidder of its obligations under the contract, it shall post a performance security prior to 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 or 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	<p>a) 15% of the Total Contract Price less 5% warranty deposit, computed based on the progress billing.</p> <p>b) ₱4,094,767.86</p> <p>c) Vetting Fee</p>	<p>The amount represents the mobilization fund. The CONTRACTOR shall submit a written request within five (5) days upon receipt of the signed and notarized Contract.</p> <p>The amount represents the full cost of the Construction Bond which shall be posted by the CONTRACTOR but shall either be refunded by the CONTRACTOR to the OSG once repair of the relocated offices is completed or will be deducted from the remaining payables due to the CONTRACTOR.</p> <p>Amount of which should be agreed upon by the CONTRACTOR and Ayala land but capped at not more than One Hundred Pesos (₱100.00) per square meter (VAT exclusive).</p>
Second Release	<p>15% of the Total Contract Price less 5% warranty deposit, computed based on the progress billing.</p>	<p>The percentage of accomplishment must be at least 30% (corresponding to the 15% mobilization fund and 15% Total Contract Price). The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.</p> <p>The CONTRACTOR, however, may only request for the second release after full consumption of the 15% mobilization fee, if availed of.</p>

Third Release	20% of the Total Contract Price less 5% warranty deposit computed based on progress billing	The percentage of accomplishment must be at least 50% . The CONTRACTOR shall submit SWA subject to the verification and certification by the OSG.
Fourth Release	20% of the Total Contract Price less 5% warranty deposit computed based on progress billing.	The percentage of accomplishment must be at least 70% . The CONTRACTOR shall submit SWA subject to the verification and certification by the OSG.
Fifth Release	30% of the Total Contract Price less 5% warranty deposit computed based on progress billing.	The percentage of accomplishment must be at least 100% . The CONTRACTOR shall submit SWA subject to the verification and certification by the OSG.
Sixth Release	Retention Fee equivalent to 5% of the Total Contract Price.	For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months , in the case of Expendable Supplies , after acceptance by the Procuring Entity of the delivered supplies.

4. The CONTRACTOR must submit a project design based on the approved layout of the OSG.

02

=====
5. The OSG shall check/inspect the CONTRACTOR's works upon every submission of SWA and shall notify the CONTRACTOR of any defect found. The CONTRACTOR shall immediately correct/repair the notified defect/s at the CONTRACTOR's expense and without additional cost to the original contract amount.

6. 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 (1%) 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.

7. The CONTRACTOR shall ensure that the materials to be used for the repair are of good quality and subject to inspection by the OSG.

8. The CONTRACTOR has **ninety (90) calendar days (inclusive of Saturdays, Sundays, and holidays)** to complete the scope of work which shall commence **five (5) days** from receipt of the NTP. The CONTRACTOR shall follow the health and safety protocols, including enclosure of the office spaces, as imposed by the OSG and/or the concerned Building Administrator. The days during which the covered office spaces were physically closed as part of the health and safety measures shall be excluded from the ninety (90) day to complete the scope of work.

9. The CONTRACTOR shall submit a Work Plan/Schedule specifying the number of: 1.) workers per day; 2.) workdays per week; 3.) work hours per week, and 4.) the projected completed works corresponding to the cumulative 30%, 50%, 70% and 100% of scope of work, as duly approved by the OSG. The contractor must ensure that they will deploy at least 10 regular personnel in each floor every workday excluding engineers/foreman.

10. 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 (leased) premises of the OSG.

11. The CONTRACTOR shall be responsible for any loss or damage that may be incurred upon the property 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. In the event that the OSG construction bond is charged for any loss or damage to the property, the CONTRACTOR shall refund the corresponding amount and/or the amount will be offset against the outstanding payable due to the CONTRACTOR.

12. 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.

13. Qualifications of the CONTRACTOR:

13.1) Must have been in the business of supplying labor and materials for the repair of offices for **at least five (5) years**.

13.2) Must present a Client Satisfaction Rating from **at least five (5)** government agencies or private corporations with whom the contractor has past or ongoing contract similar to this project.

For purposes of this project, similar contracts shall refer to contracts for repair/renovation/rehabilitation/construction of buildings. Single project such as painting, tiling, etc. will not be considered as similar project.

13.3) Must have a main office or satellite office in or around Metro Manila and/or nearby provinces.

13.4) Must have sufficient manpower to execute the scope of works within the delivery period stated under paragraph 8 of this Terms of Reference.

13.5) Must have a licensed engineer or licensed architect who will be in-charge of the project and who will directly coordinate with OSG. 16

=====

13.6) Electrical and plumbing works should be done by professional master electrician and master plumber, respectively.

13.7) The CONTRACTOR shall submit documents relevant to the project, such as but not limited to the following:

1. Valid DTI or SEC Registration
2. Valid and Current Mayor's Permit/Municipal License
3. Valid and Current Business Permit
4. Tax Clearance Certificate as finally reviewed and approved by BIR
5. Statement of Government and Private Construction contracts completed which are similar in nature to the contract to be bid. Submission should be supported by the following documents:
 - i. Contract Agreement
 - ii. Constructor's Performance Evaluation System (CPES) or Certificate of Completion
 - iii. Certificate of Acceptance
 - iv. Purchase Order showing contractor has duly conformed with the terms stated therein.
6. Net Financial Contracting Capacity (NFCC) Computation
7. Valid and current professional licenses (engineer and architect) issued by appropriate government licensing agency.

14. The OSG Administrative Division reserves the right to check the progress of the project as specified in the scope of work at any time but shall not be primarily responsible for the supervision of the day-to-day accomplishment.

15. Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Revised Implementing Rules and Regulations (RIRR) shall form part of the Terms of Reference (TOR). 

SCOPE OF WORKS

Subject to the restrictions of the office space and those that may be reasonably imposed by the building administrator/owner, the following are the scope of works:

	Description	Qty	Unit/s
1.	<p>Proposed and As-Built Architectural and Electrical plans with signed and sealed blueprints including other permits.</p> <p>a. Preparation of proposed plan for Architectural and Electrical including revisions.</p> <p>b. Preparation of copies for As-built plans for Architectural and Electrical.</p> <p>c. Processing and filing fee for all related Permits.</p>	1 14 1	lot sets lot
2.	Mobilization/Demobilization.	1	lot
3.	<p>Re-tiling and chipping works of flooring including electrical rough-ins. (8th Floor)</p> <p>a. Preparation of substrate for tiling, stripping of existing vinyl tile flooring prior to electrical works before re-tiling.</p> <p>b. Installation of electrical conduit at slab flooring.</p> <p>c. Installation of vinyl tiles and fittings.</p> <p>c-1. Floor Tiles: at least 2,374sqm. (1.20mts x 0.20mts)</p> <p>c-2. Color: provide swatches</p>	1	lot
4.	<p>Drywall partitions, painting of all walls, ceiling enclosure and partitions for hallways. (8th Floor)</p> <p>a. Painting of walls: at least 2,175sqm. (concrete and drywall)</p> <p>b. Installation of ceiling enclosures: at least 2,374sqm. with complete accessories</p> <p>b-1. Acoustic Board (1.20mtr. x 0.60mtr.)</p> <p>c. Installation of panel doors double swing: 25 pcs.</p>	1	lot

W

5.	<p>Supply, Installation and Fabrication of modular cubicles with tables for Lawyers (8th Floor).</p> <p>a. Size: [(2.00mts.L1-2.00mts.L2 x (1.50mts.W1-0.80mts.W2 x 1.70mts.H)]</p> <p>b. Color: provide swatches</p> <p>c. Pattern: provide brochure</p>	81	sets
6.	<p>Supply, Installation and Fabrication of modular cubicles with tables for Secretaries (8th Floor).</p> <p>a. Size: [(1.00mts.L1-1.00mts.L2) x 1.00mts.W x 1.20mts.H]</p> <p>b. Color: provide swatches</p> <p>c. Pattern: provide brochure</p>	81	sets
7.	<p>Supply, Installation and Fabrication of Workstation for ASG Secretary (8th Floor).</p> <p>a. Size: 2.40mts.L1 - 1.60mts.L2 x 1.10mts.W x 1.40mts.H</p> <p>b. Color: provide swatches</p> <p>c. Pattern: provide brochure</p>	8	sets
8.	<p>Supply, Installation and Fabrication of ASG Room (8th Floor).</p> <p>a. Area: At least 30sqm.</p> <p>b. Floor to ceiling drywall</p> <p>c. One (1) access door(0.80mts.W x 2.10mts.H)</p> <p>d. Fully painted inside and outside</p> <p>e. Paint color: provide swatches</p>	8	sets
9.	<p>Supply, Installation and Fabrication of Conference Room (8th Floor).</p> <p>a. Area: At least 73sqm.</p> <p>b. Floor to ceiling drywall</p> <p>c. Three (3) access door (2.90mts.W x 2.10mts.H) (1-0.80mts.W x 2.10mts.H)</p> <p>d. Carpet Tiles at least 73sqm. (0.60mts x 0.60mts)</p> <p>e. Fully painted inside and outside</p> <p>f. Paint color: provide swatches</p>	1	set

VP

	<ul style="list-style-type: none"> f. Four (4) Universal Duplex for Conference Room g. Five (5) Universal Duplex for Pantry Area h. Seventy Five (75) Telephone Outlets i. Forty (40) two gang Switch Outlet j. Two (2) Refrigerator Outlets k. Wires/Cables / Other materials l. Lighting Fixtures/Luminaire Recess Type (2-T8 LED) 		
13.	<p>Supply, Fabrication and Installation of Pantry Area (8th Floor)</p> <ul style="list-style-type: none"> a. Area: At least 41sqm. b. Floor to ceiling drywall c. Double Swing Access Door (1-1.60mts.W x 2.10mts.H) d. Fully painted inside and outside e. Three (3) kitchen sink with complete accessories f. Paint Color: provide swatches g. Three (3) Door hanging cabinet 	1	set
14.	<p>Provision for Comfort Room for Chief Satellite Offices and ASG's. (8th Floor)</p> <ul style="list-style-type: none"> a. Supply and installation of Comfort Room at least 3.8sqm. (include Plumbing, Fittings and Fixtures) b. 0.40mts x 0.40mts Wall and Floor Tiles 	9	sets
15.	<p>Supply, Installation and Fabrication of Chief Satellite Room with receiving area and storage room (8th Floor)</p> <ul style="list-style-type: none"> a. Area: at least 29sqm. Chief's Room, 30sqm receiving area, b. Floor to ceiling drywall c. Two (2) access door (2-0.80mts.W x 2.10mts.H) d. Carpet tiles at least 29sqm. (0.60mts x 0.60mts) e. Tempered Glass wall 20sqm, 1/2" Thick and One (1) Tempered Glass access door, 1/2" Thick with patch fittings (Partition for Conference & Chief's Office f. Fully painted inside and outside g. At least 1.76sqm for storage room h. Paint color: provide swatches 	1	lot

16.	<p>Supply and Installation of Common Comfort Room with Glass Mirror and Tiling works at least 72sqm. 0.40mts x 0.40mts Floor & Wall Tiles (8th Floor)</p> <p>a. Female Comfort Room Area: At least 25.5sqm. - Eight (8) Toilet Bowl with dividers and door - Six (6) Lavatory with complete accessories</p> <p>b. Male Comfort Room Area: At least 12sqm. - Two (2) Toilet Bowl with dividers and door - Two (2) Lavatory with complete accessories - Three (3) Urinals with dividers</p>	1	lot
17.	<p>Supply, Fabrication and Installation of One-Stop Shop Room for: (7th Floor)</p> <p>1. Docket Management Service (DMS) - At least 10sqm. 2. Financial Management Service (FMS) - At least 10sqm. 3. Case Management Service (CMS) - At least 10sqm. 4. Administrative Division - At least 10sqm. 5. Special Committee on Naturalization (SCN) - At least 10sqm.</p> <p>a. Floor to ceiling drywall b. Low partition walls and doors c. One (1) entrance/exit door (1.70mts.W x 2.10mts.H) d. Fully painted inside and outside e. Paint Color: provide swatches</p>	1	set
18.	<p>Supply, Installation and Fabrication of Divisions Filing Room. (7th Floor)</p> <p>a. Area: At least 120sqm b. Floor to ceiling drywall c. Four (4) access door, (8-0.70mts.W x 2.10mts.H) 1 - 1.80Mts. W x 2.10mts.H) d. Floor to ceiling drywall at 30sqm for each filing room. e. Fully painted inside and outside f. Paint color: provide swatches.</p>	4	sets
19.	<p>Supply, Fabrication and Installation of Pantry Area (7th Floor)</p> <p>a. Area: At least 75sqm and Storage Room with Door at least 1.70sqm b. Floor to ceiling drywall c. Two (2) access door (2-0.80mts.W x 2.10mts.H) d. Fully painted inside and outside e. Three (3) kitchen sink with complete accessories f. Paint Color: provide swatches</p>	1	lot

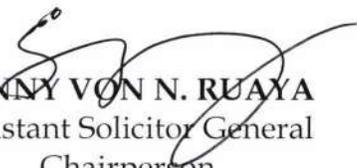
m

20.	<p>Supply, Installation and Fabrication of Conference Room. (7th Floor)</p> <ul style="list-style-type: none"> a. Area: At least 565sqm. b. Floor to ceiling drywall c. Four Double Swing (4) Main access door (4-1.80mts.W x 2.10mts.H) & Two (2) Single Swing access door (2-0.80mts.W x 2.10mts.H) d. Fully painted inside and outside e. Paint color: provide swatches 	1	lot
21.	<p>Re-tiling and chipping works of flooring including electrical rough-ins. (7th Floor)</p> <ul style="list-style-type: none"> a. Preparation of substrate for tiling, stripping of existing vinyl tile flooring prior to electrical works before re-tiling. b. Installation of electrical conduit at slab flooring. c. Installation of floor tiles and fittings. <ul style="list-style-type: none"> 1. Vinyl Floor Tiles: 260sqm. (1.20mts. x 0.20mts) 2. Carpet Tiles: 565sqm. (0.60mts. x 0.60mts) 3. Color: provide swatches 	1	lot
22.	<p>Supply and Installation of Power Outlets, Telephone Outlets, Ceiling Enclosures and Lighting Fixtures will be based on reflected Ceiling Plan. (7th Floor)</p> <ul style="list-style-type: none"> a. Twelve (12) Universal Duplex for One Stop Shop b. Six (6) Universal Duplex for Pantry Area c. Twenty Five (25) Universal Duplex for Conference Room d. Twelve (12) Telephone Outlets e. Twenty-two(22) two gang Switch Outlet f. Installation of ceiling enclosures with complete accessories (1,187sqm.) <ul style="list-style-type: none"> - Acoustic Board (1.20mtr. x 0.60mtr.) g. Wires/Cables / Other materials 	1	lot
23.	<p>Hauling of Debris Materials and Cleaning of the Area (After construction cleaning)</p>	1	lot

17

=====

**Technical Working Group for Repair of
OSG Offices for the Relocated Offices**


SONNY VON N. RUAYA
Assistant Solicitor General
Chairperson

Members:

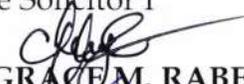

ERIC C. GABATINO
State Solicitor II


MA. JESUSA P. SIQUIJOR-MAGBANUA
State Solicitor II

JOSE MIGUEL N. LAZARO
State Solicitor I

JUAN PAULO M. NEPOMUCENO
State Solicitor I

JACK BRYAN D. HUFANO
State Solicitor I

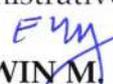

CHERYL GRACE M. RABE
Associate Solicitor III

ALTHEA MAE A. ANDUEZA-PULIDO
Associate Solicitor III


JESSICA L. CASTRO
Chief Administrative Officer


ENGR. MA. ALMA S. SY
Administrative Officer V

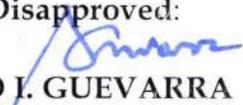

GLADYS LAIZA J. PADRILAN
Administrative Officer V


EDWIN M. BAGOS
Senior Admin. Asst. III

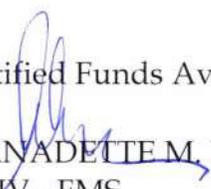
HILDA S. FATALLA
Administrative Asst. VI


ARCH. GIAN C. DE VERA
Administrative Officer I

Approved/Disapproved:


MENARDO I. GUEVARRA
Solicitor General

Certified Funds Available:


BERNADETTE M. LIM
Dir. IV - FMS