



Republic of the Philippines

OFFICE OF THE SOLICITOR GENERAL

Technical Working Group  
for the Supply of Labor and Materials  
with the Installation of Fire Protection and  
Fire Detection and Alarm System (FDAS)  
for the OSG Relocated Offices at Convergys One Building

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## TERMS OF REFERENCE

*Supply of Labor and Materials, Supervision, and other Consumables for  
the Relocation of Existing and Installation of Additional Addressable  
FDAS at the OSG Relocated Offices at the Convergys One Building*

The **OFFICE OF THE SOLICITOR GENERAL (OSG)** intends to alter/relocate the existing FDAS and install additional units at the eighth (8<sup>th</sup>) floor and seventh (7<sup>th</sup>) 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, supervision, and other consumables for the relocation of existing and installation of additional addressable FDAS at the OSG relocated offices at the Convergys One Building.

1. The Approved Budget for the Contract (ABC) is **Two Million Four Hundred Thousand Pesos (₱2,400,000.00)**, inclusive of all government taxes, charges, and other standard fees, including, but not limited to, payment for **bonds, permits, and insurances** 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 before 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 under 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 pursuant to the following schemes/schedules:

	Particulars	Remarks/Conditions
First Release	15% of the Total Contract Price <i>less</i> the 5% warranty deposit.	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. (For Scope of Work No. 1)
Second Release	30% of the Total Contract Price <i>less</i> the 5% warranty deposit.	The percentage of the accomplishment must be at least 20%. Payable after submission of approved proposed layout for smoke detectors and fire sprinklers at Seventh (7 <sup>th</sup> ) and Eight (8 <sup>th</sup> ) Floor of Convergys One Building. Subject to the verification and certification by the OSG. (For Scope of Work No. 2)
Third Release	40% of the Total Contract Price <i>less</i> the 5% warranty deposit.	The percentage of the accomplishment must be at least 80%. Payable after complete delivery and installation of items. The CONTRACTOR shall submit SWA subject to the verification



		and certification by the OSG. (For Scope of Works Nos. 3 to 6)
Fourth Release	15% of the Total Contract Price less the 5% warranty deposit.	The percentage of the accomplishment must be 100%. Payable after preparation of functionality testing and commissioning of Smoke Detector, Fire Sprinklers and As-built-plan. The Contractor shall submit SWA subject to the verification and certification by the OSG. (For Scope of Works Nos. 7 & 8)
Fifth Release	Retention Fee is 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 shall be required from the CONTRACTOR for a minimum period of <b>three (3) months</b> , in the case of <b>Expendable Supplies</b> , after issuance of Certificate of Final Inspection and Acceptance.

4. The CONTRACTOR must submit a project design based on the approved layout of the OSG. Said project design must be presented and approved by the OSG and the authorized representative of Convergys One Building Administrator.

5. The CONTRACTOR must ensure that it employs a systematic way of doing the system design following the System Standards (NFPA 72 National Fire Alarm and Signaling Code, Philippine Electronics Code, and Philippine Electrical Code).

6. The OSG shall check/inspect the CONTRACTOR's works 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.

7. 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 the 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.

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

9. The CONTRACTOR has **thirty (30) calendar days (inclusive of Saturdays, Sundays, and holidays)** to complete the scope of work, which shall commence **five (5) days** from receipt of the Notice To Proceed (NTP). The CONTRACTOR shall follow the health and safety protocols, including the enclosure of the office spaces, as imposed by