

## TERMS OF REFERENCE

### PROCUREMENT, DELIVERY, ASSEMBLY AND INSTALLATION OF SEMI-EXPENDABLE OPEN-TYPE STEEL SHELVES

#### SPECIFICATIONS FOR OPEN-TYPE STEEL SHELVES

##### A. Open-Type Steel Shelves

*i. Open-Type Steel Shelves- 330 pcs (15 Divisions)*

##### Minimum Specifications

Six (6) layers adjustable/detachable shelves, including top and bottom shelves

Painted with one coat primer and two coats high grade enamel smooth light gray finish or powder coated finish

Each shelf has single bottom stiffener support and post

Gauge #: 22

Estimated Outside Size/Dimension: : 100cm(L) x 45cm(W) x 190cm(H)

##### ***BREAKDOWN:***

Floor	No. of Units	No. of Division/s
6 <sup>th</sup> Floor	198	9
7 <sup>th</sup> Floor	132	6
<b>TOTAL</b>	<b>330</b>	<b>15</b>

##### B. APPROVED BUDGET FOR THE CONTRACT

*Two Million Four Hundred Thousand Pesos (Php2,400,000.00) inclusive of all applicable government taxes and charges.*

##### C. DELIVERY SCHEDULE

*Delivery, assembly and installation should be made at **Convergys One Building** located at 6796 Ayala Ave cor. Salcedo St., Legaspi Village, Makati City, and should be completed within **Forty-Five Calendar days** from receipt of Notice to Proceed (NTP).*

**NOTE: All sizes may vary up to 10% difference in the stated measurements**

##### I. MODE OF PROCUREMENT – Competitive Bidding

##### II. QUALIFICATIONS OF THE SUPPLIER

1. Must be PHILGEPS-registered with platinum membership.
2. Must have been in the business of supplying furniture and fixtures for at least five (5) years.
3. The bidder shall have an SLCC that is at least one (1) contract similar to the project with a value equivalent to at least fifty percent (50%) of the ABC, completed within 5 years prior to the deadline for the submission and receipt of bids.

For this purpose, similar contract shall refer to procurement contract of supply and delivery of furniture and/or fixtures.

4. Must present a Client Satisfaction Rating with Satisfactory Performance from no less than three (3) procurement contract from government agencies and/or private entities with whom the contractor has a past or ongoing contract similar to this Project.
5. Must submit sample picture with specification details during post qualifications.

**III. WARRANTIES OF THE SUPPLIER**

1. Warrants to repair defective good/s or parts or replace defective goods or parts if beyond repair within seven (7) calendar days from receipt of written notice by the Procuring Entity.
2. Warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.
3. Warrants that it shall coordinate with authorized and/or designated OSG personnel in the delivery and installation of the Open-Type Steel Shelves.
4. Warrants that it shall not employ OSG employees to work in any category whatsoever.
5. Warrants that its personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
6. Warrants that it shall be liable for loss, damage or injury arising from delivery, assembly/installation and testing as may be due directly through the fault or negligence of its personnel; that it shall assume responsibility thereof and the OSG shall be specifically released from any responsibility arising therefrom.
7. Warrants a one (1) year warranty from date of acceptance that the delivered furniture and fixtures and parts thereof shall have no defect arising from design, materials, or workmanship.
8. Warrants that it shall neither assign transfer, pledge, or subcontract any part or interest therein.

**IV. TERMS OF PAYMENT**

1. Schedule of Payment:

Payment Scheme	Accomplishment	Delivery Schedule
1 <sup>st</sup> Payment	Delivery of 150 units of open type steel shelves	Within 45 calendar days upon receipt of Notice to Proceed
2 <sup>nd</sup> Payment	Delivery of 150 units of open type steel shelves	
Final Payment	Delivery of 30 units of open type steel shelves	

Each payment shall be processed within 30 days after the issuance of the Inspection and Acceptance Report (IAR). *For processing of each payment, the SUPPLIER shall submit the following:*

- a) Delivery Receipt;
- b) Sales Invoice on the delivered items showing the quality, description and totally value, duly signed by the SUPPLIER or his representative and indicating receipt by OSG's designated representative;
- c) Other documents showing completion of incidental works as may be required by the OSG, if applicable.

To ensure that manufacturing defects shall be corrected by the supplier, each payment is subject to a 5% warranty deposit/retention money for one year reckoned from the date the OSG personnel verified and certified that all the items are delivered and assembled, in accordance with Section 62 of the Revised IRR of RA 9184.

2. Agrees that the warranty deposit/retention money shall be released after the lapse of the warranty period.