

Republic of the Philippines
Office of the Solicitor General

TERMS OF REFERENCE

**SUPPLY, LABOR AND INSTALLATION FOR THE REPAIR AND
RENOVATION OF DELFIN JARANILLA DIVISION**

The **Office of the Solicitor General (OSG)** intends to conduct the repair and renovation of the **Delfin Jaranilla Division**, located at the G/F Montepino Building, 138 Adelantado St. cor., Gamboa St., Legazpi Village, Makati City.

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

1. The Approved Budget for the Contract (ABC) for the repair/renovation is **One Million Five Hundred Thousand Pesos (Php 1,500,000.00)** including **12% VAT** and payment for the business and other permits required for this purpose, which shall be applied for by the **CONTRACTOR**.
2. The **CONTRACTOR** may request an advance payment as mobilization funds in an 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** after **twenty (20) days**, upon completion of the twenty percent (20%) of the work, as certified by the building administrator, inspection committee and end-user or their representatives.
 - c) The progress payment is subject to retention of **ten percent (10%)** of the total amount due the **CONTRACTOR**, and shall be retained from every progress payment until after forty (40) days or 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 defects that are found. The **CONTRACTOR** shall immediately correct/repair said defect/s at the **CONTRACTOR'S** expense and without additional costs to the original contract amount.
4. 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** 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 **new and good quality and subject to inspection** by the **OSG** building administrator or its representative.
6. The **CONTRACTOR** has **seventy-five (75) working days** (after office hours only) including holidays, Saturdays and Sundays, to complete the scope of

work and will commence upon the receipt of the Notice to Proceed (NTP) from Bids and Awards Committee (BAC).

7. The **CONTRACTOR** shall submit a work plan/schedule specifying the number of workers per workday as well as the number of workhours and workdays.

LOT 1 (DELFIN JARANILLA DIVISION)

Ground Floor, Montepino Building

ABC: ₱ 1,300,000.00

SCOPE OF WORKS

Description	Quantity	Unit/s																					
1. Mobilization	1	Lot																					
2. Dismantling of the following: a. Existing and former Conference b. Existing ASG room c. Existing stockroom area d. Existing lawyer's area e. Existing legal secretaries' cubicle f. Existing wall of former pantry area g. Removal of existing ceiling in the following areas: a. ASG room b. Conference room c. Pantry d. Comfort room e. Lawyer's area (beside pantry)	7	Sets																					
3. Supply and Installation of Modular partition for Lawyers and Legal Secretary with built in table;	1	Lot																					
<table border="1"> <thead> <tr> <th>No. of Panel</th> <th>Size</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>26</td> <td>(1 M W x 1.8 M H)</td> <td rowspan="4">Lawyers</td> </tr> <tr> <td>10</td> <td>(1.2 M W x 1.8 M H))</td> </tr> <tr> <td>1</td> <td>(1.15M W x 1.8 M H)</td> </tr> <tr> <td>10</td> <td>2 M W x .5 M D</td> </tr> <tr> <td>9</td> <td>(1.5M W x 1.2 M H)</td> <td rowspan="4">Legal Secretary</td> </tr> <tr> <td>13</td> <td>(1.2M W x 1.2 M H)</td> </tr> <tr> <td>11</td> <td>1.2 M W x .5 M</td> </tr> <tr> <td>1</td> <td>.5 M W x .5 M D</td> </tr> </tbody> </table>	No. of Panel	Size	Description	26	(1 M W x 1.8 M H)	Lawyers	10	(1.2 M W x 1.8 M H))	1	(1.15M W x 1.8 M H)	10	2 M W x .5 M D	9	(1.5M W x 1.2 M H)	Legal Secretary	13	(1.2M W x 1.2 M H)	11	1.2 M W x .5 M	1	.5 M W x .5 M D		
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Note: All modular partition is full fabric, color code 15-13, as approved by the End-User.																							
4. Supply and installation of new ceiling in the following areas using T-runners and acoustic boards: a. ASG room b. Conference room c. Pantry d. Comfort room e. Lawyer's area 5. Supply and installation of vinyl tiles for the entire division. Note: the color is subject for the approval of the End-User.	1	Lot																					
6. Construction of ASG room (existing size; please refer to Administrative Division for actual size) 5.1 double-walled, painted panel 5.2 panel door complete with accessories.	1 1	Unit Unit																					

7. Construction of conference room adjacent to ASG room 6.1 Double-walled, painted with two (2) panel doors complete with accessories. 6.2 Supply and installation of one (1) powder-coated sliding window (basement view side).	2 5	Units sets
8. Painting of entire cemented walls of the division.	1	Lot
9. Supply and installation of five (5) sets movable open steel shelves. <i>(same as existing shelves in the OSG Library)</i> .	5	Sets
10. Construction and painting of existing pantry with cabinets, including plumbing works, hinges and handles.	1	Lot
11. Supply, installation, and relocation of existing electrical outlets and wirings in all lawyers' and legal secretaries' cubicles, including the conference room and the pantry. Note: OSG Administrative Division representative will only supervise and check the installation.	1	Lot
12. Hauling of debris and other scrap materials during and after renovation/construction.	1	Lot
13. Demobilization	1	Lot

LOT 2 (SUPPLY, DELIVERY AND COMMISSIONING OF STRUCTURED CABLING SYSTEM OF DELFIN JARANILLA DIVISION 33 DATA NODES)

Ground Floor, Montepino Building

ABC: ₱ 200,000.00

SCOPE OF WORKS

	NOTES:
	a. Existing Rack for Network switch, Latch panel and cable manager shall be re-used
	b. Uplink Cable and network cable for Access Point will use Cat. 6 UTP cable including cabling components such as information Outlets, Patch Panels and Patch Cords
	c. Network cable for the workstations, VOIP phones and network printers will use Cat. 6 UTP cable including cabling components such as Information Outlets, Patch Panel and Patch Cords.
1	Roughing – ins/ layout new LAN cable raceway using aluminum split tubes and PVC pipes from the existing Rack location to the designated workstations and access point location, including aluminum split tubes/ PVC pipe support, boxes and fittings.
2	Layout 30 runs of new LAN cable using Cat.6 UTP cable to be designated locations including IP Phones and network printers
3	Layout 3 runs of new LAN cable for uplink (2) and Access Point (1) using Cat.6 UTP cable
4	Supply/install new 2 x 24-ports Patch Panel inside the existing Rack for workstations, VOIP phones, network printers, Access Point and Uplink
5	Supply/install new 2 x Cat.6 Information Outlets for access point and uplink.
6	Supply/ install new 30 x Cat.6 Information outlets for workstation including IP Phones and network printers.
7	Supply/ install new cable managers (2U)
8	Supply/ install new 30 x Face Plates (2-ports for workstations w/ IP Phones; 1-port for network printers & workstations w/o IP phones)
9	Supply/ install new 2 x cat.6 Patch cords (7 ft) for uplink and Access Point
10	Supply/ install new 30 x cat.6 Patch cords (5 ft) for workstations, VOIP phones and network printer (Data Cabinet)
11	Supply/ install new 30 x cat.6 Patch cords (7 ft) for workstations, VOIP phones and network printer
12	Fluke cable testing, termination, tagging and commissioning

GRAND TOTAL**₱ 1,500,000.00**

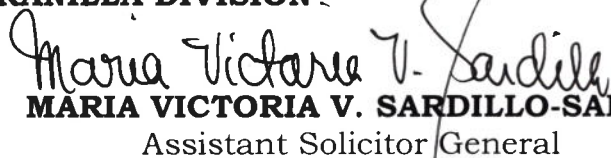
8. No employer-employee relationship shall arise between the **CONTRACTOR** and/or its workers on one hand and the **OSG** on the other. The **OSG** shall not be liable or accountable for any accident and injury which may occur to any worker or personnel of the **CONTRACTOR** during the performance of 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 render the **OSG** free from any liability arising.
9. The **CONTRACTOR** shall be responsible for any loss or damage that may be incurred upon the properties of the **OSG** during the performance of the work service 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.
10. 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 event, 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.
11. Applicable provisions of the Procurement Law (R.A. 9184) and its Implementing Rules and Regulations (IRR) shall form part of these Terms of Reference.

Respectfully submitted.

Division Representative:

DELFIN JARANILLA DIVISION


OMAR M. DIAZ
Senior State Solicitor


MARIA VICTORIA V. SARDILLO-SALOM
Assistant Solicitor General

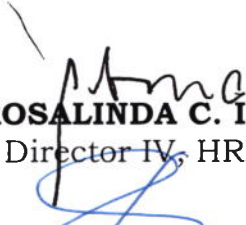
**THE TECHNICAL WORKING GROUP ON
REPAIR/RENOVATION OF RENTED OFFICES**

(On-Leave)
ERIC REMEGIO O. PANGA
Assistant Solicitor General
Chairperson

Members:

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Associate Solicitor III


MA. ALMA S. SY
Administrative Officer V


ROSALINDA C. IBARRA
Director IV, HRMAS


JANELYN J. MALINAO
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