

Republic of the Philippines
Office of the Solicitor General

TERMS OF REFERENCE

**SUPPLY OF LABOR AND MATERIALS FOR THE REPAIR OF
LEASED OFFICE SPACES OF THREE (3) LEGAL DIVISIONS AND
THE PLANNING DIVISION OF THE OFFICE OF THE SOLICITOR
GENERAL (OSG)**

The **Office of the Solicitor General (OSG)** intends to repair the leased office spaces of three (3) legal divisions and the planning division, located at APMC Building, Amoroso St., Legaspi Village, San Lorenzo, Makati City, adjacent to the OSG's main building.

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

1. The Approved Budget for the Contract (ABC) for the repair is **FIVE MILLION PESOS (Php 5,000,000.00)** 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	For the procurement of

	the Total Contract Price.	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, or a minimum period of one (1) year, in the case of Non-expendable Supplies, 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 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,

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.

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 (FELIX ANGELO BAUTISTA DIVISION)

3rd Floor, APMC Building (Unit 3C and 3D, APMC Building)

ABC: ₱ 1,500,000.00

Description	Quantity	Unit/s
1. Mobilization	1	Lot
2. Dismantling of the following: 2.1 Removal of overhang cabinets 2.2 Disassembly and pull-out of reception partition 2.3 Disassembly and removal of existing swing door partitions.	1	Lot
3. Refinish and resurface reception counter; supply, fabrication, and installation of solid surface	1	Lot
4. Supply, fabrication, and installation of drywall partition with glass at reception area	1	Lot
5. Remodel fixed office central partition.	1	Lot
6. Surface preparation of existing office partitions, ready to receive wood laminate finish	1	Lot
7. Supply, fabrication, and installation of laminated wood finish for all existing and remodeled office partitions.	1	Lot
8. Supply, fabrication, and installation of required backing / substrate for finishing materials such as laminates and solid surface	1	Lot
9. Full enclosure of office 1	1	Lot
10. Wall surface preparation of enclosed office 1, ready to receive wallpaper (general area side)	1	Lot
11. Supply, fabrication, and installation of drywall partition from floor to ceiling at records area.	1	Lot
12. Supply, fabrication, and installation of door + jamb at records area	1	Lot
13. Relocation and installation of existing overhung cabinet at the pantry area + fabrication of false wall	1	Lot
14. Supply, fabrication, and installation of frameless glass (200mm) on existing office partitions and remodeled office partition	1	Lot
15. Restoration and preparation of existing floor ready to receive new floor covering	1	Lot
16. Supply, fabrication, and installation of vinyl floor covering	1	Lot
17. Painting Works on the following: a. Surface preparation of walls at office 1 b. Supply and application of paint finish on interior side walls of office 1 c. Surface preparation existing office desks to receive new wood stain d. Supply and application of wood stain finish based on approved color stain e. Surface preparation of existing ceiling boards and t-runners (for verification)	1 1 1 1 1	Lot Lot Lot Lot Lot

f. Supply and application of paint finish on existing ceiling boards and powder coat finish on existing t-runners (for verification)	1	Lot
g. Preparation, supply, and application of paint finish or wood stain on door + jamb	1	Lot
18. Specialty Works:		
a. Supply and installation of wallpaper at Office 1 (exterior side wall)	1	Lot
b. Supply and replacement of damaged wallpaper section at reception area	1	Lot
c. Fabrication of Lawyers' L-shape desks	1	Lot
19. General cleaning and turnover of works	1	Lot
<p>Other works not stipulated here nor indicated on plans but, it is deemed necessary for the completion of the project should be coordinated by the General Contractor to the client and Interior Designer and should be turned-over assist by the General Contractor.</p> <p>NOTE: Please refer to attached drawings</p>		

**LOT 2 (QUERUBE C. MAKALINTAL DIVISION)
3RD Floor Unit 3A and 3B, APMC Building
ABC: ₱ 1,500,000.00**

Description	Quantity	Unit/s
1. Mobilization	1	Lot
2. Dismantling of the following:	1	Lot
2.1 Dismantling of door and door jamb between ASG Office and Conference Room.		
2.2 Low wall (solid wall side) at Atty. Kristoffer Madrid's cubicle		
2.3 Door in storage area, in front of Fire Exit door		
2.4 Lawyer's cubicle in front of Atty. Juno's secretary		
3. Supply, fabrication, and installation of long table with drawers for ASG secretary; include varnished finish; color is the same as existing wall partitions (See attached drawing).	1	Unit
4. Supply, fabrication, and installation of cabinets (1000mm L x 48mm W x 2000mm H) include varnished finished; color is the same as existing wall partitions (see attached drawing)	58	Units
5. Relocation of electrical system in the pantry area	1	Lot
6. Supply, fabrication, and installation of ASG display cabinets (2000mm L x 50mm W x 2000mm H); include varnished finished; color is the same as existing wall partitions (See attached drawing)	3	Units
7. Supply/replacement, fabrication, and installation of dry wall partition between ASG office and	1	Unit

conference room (in lieu of dismantling of door jamb and door)	1	Unit
8. Demobilization and hauling of debris and scrap materials		

LOT 3 (ARTURO A. ALAFRIZ DIVISION)
4TH Floor Unit 4A and 4B, APMC Building
ABC: ₱ P 1,500,000.00

Description	Quantity	Unit/s
1. Mobilization	1	Lot
2. Dismantling of the following: @ Unit 4A and 4B	1	Lot
2.1 Wall between Room No 1 and Room no. 2 @ Unit 4A		
2.2 Wall between Room no 4 and Room No 5 @ Unit 4A		
3. Supply, fabrication, and installation of drywall partition between lounge area and secretary cubicles	1	Unit
4. Supply, fabrication, and installation of acrylic glass 6mm thk at ASG Secretary with receiving hole (for COVID-19 prevention) Note: size will vary due to the fabrication of ASG Secretary's cubicle.	1	lot
5. Supply, fabrication, and installation of new modular cubicles with tables for ten (10) secretaries at Unit 4- B(see Attached lay-out) Note: Height is 1.2m for each cubicle	10	Units
6. Supply, fabrication, and installation of three (3) new, drywall partition for six (6) lawyers with doors, same as the existing wall partition enclosure, (tables will be provided by the OSG) at Unit 4B. Note: Height is 1.7m for each cubicle.	3	Units
7. Supply, fabrication, and installation of (9) nine sets bookshelves in each of the lawyer's room. Note: all book shelves are open and small size cabinets only (see attached drawings)	9	Units
8. Supply, fabrication, and installation of door/cover of filing cabinet (existing cabinet at storage; see attached location at storage room)	1	Unit
9. Supply, fabrication, and installation of one (1) dry wall partition (gypsum board) lawyer room beside server room at Room B with door.	1	Unit
10. Supply, fabrication, and installation of three (3) new lawyers' room at ROOM 4-A	3	Units
11. Supply, fabrication, and installation of one (1) ASG Room (see attached plan) at Room 4-A	1	Unit
12. Supply, fabrication, and installation of one (1) conference room (see attached plan/lay-out) at Room 4-A.	1	Unit

<p>13. Supply, fabrication, and installation of one (1) set ASG Secretary table (see attached plan/lay-out) at room 4-B</p>	1	Unit
<p>14. Supply, fabrication, and installation of two (2) new filing cabinets in the storage area (See attached drawing)</p>	2	Units
<p>15. Supply, fabrication, and installation of new small cabinet above the copier machine area.</p>	1	Unit
<p>16. Repair of ASG room</p> <p>a. Provide accent wood at the back of ASG table with pre-fab cabinet table (see attached design)</p> <p>b. Interior design (fiber wood wallpaper) in front of ASG Room</p> <p>c. Supply, fabrication, and installation of mirror at opposite side of window. (see attached design)</p> <p>d. Supply, fabrication, and installation of pre-fab drawer at window side (see attached design)</p> <p>17. Supply, fabrication, and installation of one (1) powder-coated sliding window in the conference room</p> <p>18. Repair and construction of one (1) document room and one (1) records room</p> <p>19. Repair of pantry with cabinets, including plumbing works, hinges, and handles</p> <p>20. Supply, fabrication, and installation of door at pantry</p> <p>21. Supply, fabrication, and installation of wood plank and based board at ASG room only at Unit 4-A</p> <p>22. Supply, fabrication, and installation of drywall partition beside the pantry and ASG CR room</p>	1 1 1 1 1 1 1 1 1 1 1 1	Unit Unit unit unit Unit Unit Unit Unit Unit Unit Unit Unit
<p>23. Painting of the following:</p> <p>23.1 Concrete walls of the division with baseboard at Unit 4-A.</p> <p>23.2 ASG room</p> <p>23.3 Conference room</p> <p>23.4 Records room/shelves beside the two (2) new lawyers room.</p> <p>23.5 Pantry</p> <p>23.6 Lawyers' cubicles</p> <p>23.7 ASG secretary cubicle</p> <p>23.8 Stockroom/shelves at Unit 4-A</p> <p>23.9 Doors.</p> <p>23.10 Walls between 4a and 4b</p> <p>23.11 Walls affected during the repair.</p> <p>23.12 Filing cabinet covers</p>	1 1 1 1 1 9 1 1 1 1 1 1	Lot Unit Unit Unit Unit Units Unit Lot Lot Lot Lot Lot
<p>24. Supply, installation, and relocation of existing electrical outlets and wirings in all lawyers' room, ASG room, conference room, and legal secretaries' cubicles, including the conference room and the pantry.</p> <p>Note: OSG Administrative Division representative will only check the installation.</p>	1	Lot

25. Supply, installation, and relocation of internet cabling, PLDT wiring and other wirings. Note: OSG IT representative will only check the installation.	1	Lot
26. Hauling of debris and other scrap materials.	1	Lot
27. Demobilization	1	Lot

LOT 4 (PLANNING DIVISION)
Ground Floor, APMC Building
ABC: ₱ 500,000.00

ITEM NO.	DESCRIPTION	QTY	UNIT
1	Mobilization	1	lot
2	Supply, fabrication, and installation of modular partition with glass on top (Color : Blue same as Internal Audit color of existing modular)		
	4.5cm series Fabric with glass		
	Dimensions		
	H170 x W150 x 4.5cm	1	unit
	H170 x W110 x 4.5cm	1	unit
	H170 x W140 x 4.5cm	1	unit
	H120 x W140 x 4.5cm	4	unit
	H120 x W110 x 4.5cm	3	unit
	Table Top Work Top		
	MDF Board 2.5mm thickness		
	W 110 x D60	3	unit
	W 120 x D60	2	Unit
	W 75 x D60	6	Unit
	W 45 x D120	1	Unit
	STABILIZER	4	Unit
3	Supply, installation, and relocation of existing electrical outlets and wirings in all lawyers and legal secretaries cubicle including the conference room	1	Lot
4	Supply, installation of cabling and other wirings related to internet connection to server	1	Lot
5	Hauling of debris and others scrap materials	1	Lot
6	Demobilization	1	Lot


Terms of Reference and Scope of Works

Division Representatives:

QUERUBE C. MAKALINTAL DIVISION


ERIC REMEGIO O. PANGA
Assistant Solicitor General

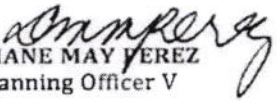
FELIX ANGELO BAUTISTA DIVISION


ANGELITA V. MIRANDA
Assistant Solicitor General

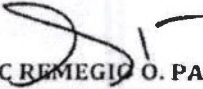
ARTURO A. ALAFRIZ DIVISION

Ong Karen Abad Digitally signed by Ong Karen Abad
Date: 2021.08.23 15:49:07 +08:00
KAREN A. ONG
Assistant Solicitor General

PLANNING DIVISION



DIANE MAY YEREZ
Planning Officer V

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

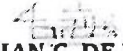

ERIC REMEGIO O. PANGA
Assistant Solicitor General
Chairperson

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MA. ALMA S. SY
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GIAN C. DE VERA
Administrative Officer I

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JUDY ANN A. FACISTOL
Supervising Administrative Officer