

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<br>(Not less than the required<br>percentage of the Total Contract<br>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 <b>CONTRACTOR</b> 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 <b>CONTRACTOR</b> shall submit a Statement of Work Accomplished (SWA) subject to the verification and certification by the <b>OSG</b> . |
| 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 <b>CONTRACTOR</b> shall submit an SWA subject to the verification and certification by the <b>OSG</b> .  |
| 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 <b>CONTRACTOR</b> shall submit an SWA subject to the verification and certification by the <b>OSG</b> .  |
| 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 <b>CONTRACTOR</b> shall submit an SWA subject to the verification and certification by the <b>OSG</b> .   |
| 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. <sup>1</sup> |
|--|---------------------------|--|

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,

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<sup>1</sup> 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)**

**3<sup>rd</sup> Floor, APMC Building (Unit 3C and 3D, APMC Building)**

**ABC: ₱ 1,500,000.00**

| Description  | Quantity              | Unit/s                          |
|--|-----------------------|---------------------------------|
| <b>1.</b> Mobilization   | 1                     | Lot                             |
| <b>2.</b> Dismantling of the following:<br>2.1 Removal of overhang cabinets<br>2.2 Disassembly and pull-out of reception partition<br>2.3 Disassembly and removal of existing swing door partitions.   | 1                     | Lot                             |
| <b>3.</b> Refinish and resurface reception counter; supply, fabrication, and installation of solid surface   | 1                     | Lot                             |
| <b>4.</b> Supply, fabrication, and installation of drywall partition with glass at reception area  | 1                     | Lot                             |
| <b>5.</b> Remodel fixed office central partition.  | 1                     | Lot                             |
| <b>6.</b> Surface preparation of existing office partitions, ready to receive wood laminate finish   | 1                     | Lot                             |
| <b>7.</b> Supply, fabrication, and installation of laminated wood finish for all existing and remodeled office partitions.   | 1                     | Lot                             |
| <b>8.</b> Supply, fabrication, and installation of required backing / substrate for finishing materials such as laminates and solid surface  | 1                     | Lot                             |
| <b>9.</b> Full enclosure of office 1   | 1                     | Lot                             |
| <b>10.</b> Wall surface preparation of enclosed office 1, ready to receive wallpaper (general area side)   | 1                     | Lot                             |
| <b>11.</b> Supply, fabrication, and installation of drywall partition from floor to ceiling at records area.   | 1                     | Lot                             |
| <b>12.</b> Supply, fabrication, and installation of door + jamb at records area  | 1                     | Lot                             |
| <b>13.</b> Relocation and installation of existing overhung cabinet at the pantry area + fabrication of false wall   | 1                     | Lot                             |
| <b>14.</b> Supply, fabrication, and installation of frameless glass (200mm) on existing office partitions and remodeled office partition   | 1                     | Lot                             |
| <b>15.</b> Restoration and preparation of existing floor ready to receive new floor covering   | 1                     | Lot                             |
| <b>16.</b> Supply, fabrication, and installation of vinyl floor covering   | 1                     | Lot                             |
| <b>17.</b> Painting Works on the following:<br>a. Surface preparation of walls at office 1<br>b. Supply and application of paint finish on interior side walls of office 1<br>c. Surface preparation existing office desks to receive new wood stain<br>d. Supply and application of wood stain finish based on approved color stain<br>e. Surface preparation of existing ceiling boards and t-runners (for verification) | 1<br>1<br>1<br>1<br>1 | Lot<br>Lot<br>Lot<br>Lot<br>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 |
| <b>18. Specialty Works:</b>   |   |     |
| 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 |
| <b>19. General cleaning and turnover of works</b>   | 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><b>NOTE: Please refer to attached drawings</b></p> |   |     |

**LOT 2 (QUERUBE C. MAKALINTAL DIVISION)  
3<sup>RD</sup> 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 |
| <b>8.</b> Demobilization and hauling of debris and scrap materials |   |      |

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

| Description   | Quantity | Unit/s |
|---|----------|--------|
| <b>1.</b> Mobilization  | 1        | Lot    |
| <b>2.</b> 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  |          |        |
| <b>3.</b> Supply, fabrication, and installation of drywall partition between lounge area and secretary cubicles   | 1        | Unit   |
| <b>4.</b> Supply, fabrication, and installation of acrylic glass 6mm thk at ASG Secretary with receiving hole (for COVID-19 prevention)<br>Note: size will vary due to the fabrication of ASG Secretary's cubicle.  | 1        | lot    |
| <b>5.</b> Supply, fabrication, and installation of new modular cubicles with tables for <b>ten (10)</b> secretaries at Unit 4- B(see Attached lay-out)<br><b>Note:</b> Height is 1.2m for each cubicle  | 10       | Units  |
| <b>6.</b> Supply, fabrication, and installation of <b>three (3)</b> 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  |
| <b>7.</b> Supply, fabrication, and installation of <b>(9) nine</b> 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  |
| <b>8.</b> Supply, fabrication, and installation of door/cover of filing cabinet (existing cabinet at storage; see attached location at storage room)  | 1        | Unit   |
| <b>9.</b> Supply, fabrication, and installation of <b>one (1) dry wall partition (gypsum board)</b> lawyer room beside server room at Room B with door.   | 1        | Unit   |
| <b>10.</b> Supply, fabrication, and installation of <b>three (3)</b> new lawyers' room at ROOM 4-A  | 3        | Units  |
| <b>11.</b> Supply, fabrication, and installation of <b>one (1) ASG Room</b> (see attached plan) at Room 4-A   | 1        | Unit   |
| <b>12.</b> Supply, fabrication, and installation of <b>one (1) conference</b> room (see attached plan/lay-out) at Room 4-A.   | 1        | Unit   |