

TERMS OF REFERENCE

Project: PURCHASE OF ACOUSTIC CEILING BOARDS, DELIVERY, DISMANTLING, AND INSTALLATION AT THE OSG EXTENSION OFFICES LOCATED AT APMC AND MONTEPINO BUILDINGS

The OSG intends to replace and modernize the acoustic ceiling boards of the rented offices situated at the APMC Building and Montepino Building both located along Adelantado St., Makati City.

II. QUALIFICATION OF THE CONTRACTOR

1. The Contractor must be legally registered with the Securities and Exchange Commission (SEC) and must be a PhilGEPS registered supplier.
2. The Contractor shall have been in the business as a general contractor for at least three (3) years.
3. The Contractor must present a Client Satisfaction Certificate from at least three (3) government agencies or private corporations, with whom the contractor has served within the last five (5) years.

III. DELIVERY SCHEDULE

The supply of labor and materials for the dismantling and installation of new acoustic ceiling boards for the OSG extension offices at the APMC Building and Montepino Building shall be completed within 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), which shall include the period of time required in dismantling and installation of the new acoustic ceiling boards. The delivery of new acoustic ceiling boards is subject to scheduling of the work as determined by the Administrative Division's representative.

IV. SCOPE OF WORK

1. The Contractor shall provide all materials, labor, equipment and tools, for the dismantling of the existing acoustic ceiling boards and installation of new acoustic ceiling boards for the OSG extension offices at APMC Building and Montepino Building.
2. The Contractor shall ensure all materials to be used for the installation of new acoustic ceiling boards are of good quality and subject for inspection by the OSG building administrator or its representative.
3. The Contractor shall be responsible for the dismantling of existing acoustic boards located at the different divisions/offices at the APMC Building and Montepino Building.
4. The Contractor shall provide all necessary materials and all supports needed for the installation of new acoustic ceiling boards including alignment of T-runners, replacement of defective T-runners and painting of affected areas.

5. The Contractor shall install 2,530 pcs. acoustic ceiling boards as follows:

I. Office location for the installation of acoustic ceiling boards

Floor	Division	Estimated number of Acoustic Board
Ground Floor	Felicisimo Feria Division (Unit 1-A and 1-C)	230 pcs.
	Planning Division (Unit 1-E)	100 pcs.
2 nd Floor	Rafael Corpuz Division (Unit 2-B)	230 pcs.
	Docket Management Service (Unit 2-A)	215 pcs.
3 rd Floor	Felix A. Bautista Division (Unit 3-C and 3-D)	215 pcs.
	Querube Makalintal Division (Unit 3-A and 3-B)	230 pcs.
4 th Floor	Special Committee on Naturalization (Unit 4-D)	150 pcs.
	Arturo Alafriz Division (Unit 4-A and 4-B)	230 pcs.
5 th Floor	Serafin Hilado Division (Unit 5-C and 5-D)	215 pcs.
	George Harvey Division (Unit 5-A and 5-B)	230 pcs.
6 th Floor	Ignacio Villamor Division (Unit 6-A)	230 pcs.
	Juan Liwag Division (Unit 6-B)	215 pcs.
3 rd Floor	Frank Chavez Division (Unit 3-C) Includes repainting of T-runners	40 pcs.
TOTAL		2530 pcs.

II. Type of Acoustic Board

Type of Acoustic Board	Quantity
A. Mineral Fiber Acoustic Board Fissured (size:5/8" 2ft x 4ft)	2530 pcs.

6. The Contractor shall repair all affected/damage ceiling fixtures after dismantling and installation of the new acoustic ceiling boards.
7. Any excess in the number of acoustic boards shall be turned over to OSG Administrative Division through Building Administrator.

V. TECHNICAL SPECIFICATIONS

Description	
Budget for supply of labor and materials for the dismantling and installation of new acoustic ceiling boards for the Office of the Solicitor General is ONE MILLION PESOS (1,000,000.00) Philippine currency including 12% VAT .	
Product Data	
Type:	Mineral Fiber Acoustic Ceiling Board Fissured
Size:	5/8" x 2ft x 4ft
Material:	Mineral fibers mixed with wet process
Surface Coating:	Quality vinyl emulsion paint
Color:	White

Density:	350-420kg/m ³
Corner Treatment:	Square, Lay-in tegular
Acoustic Coefficient:	0.4-0.6

Fire Resistant Properties:	Class B1 / Class A qualification
Sinking Resistant Properties:	<3.5mm
Heat Conducting Coefficient:	<0.065W/mk
Bending Strength:	>250N
Recommended Use:	WRIGHT – Lano baking finish light steel keel system.

VI CLEAN UP WORKS

To perform daily cleaning of the whole area from accumulated refuse or debris caused by the work. Upon completion of the project, the entire installation shall be made clean to the satisfaction of the OSG.

VII WARRANTIES OF THE CONTRACTOR

1. 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</i> , however, 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%

2. The OSG shall pay the CONTRACTOR in accordance with the following schemes / schedules:

	Particulars	Remarks/ Conditions
First release	15% of the Total Contract Price, 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	50% of the Total Contract Price or upon completion of dismantling and installation of new acoustic ceiling boards for the first 8 divisions, less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at least 65% (corresponding to the 15% mobilization fund and 50% Total Contract Price. The CONTRACTOR shall submit a Statement of Work Accomplished (SWA) subject to the verification and certification by the OSG.
Third release	30% of the Total Contract Price or upon completion of dismantling and installation of new acoustic ceiling boards for the remaining divisions, less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at least 95%. The CONTRACTOR shall submit an SWA subject to the verification and certification by the OSG.
Fourth release	5% warranty deposit 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 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. The Contractor shall replace defective components parts/accessories of the same or better brand, features and quality if it is not resolved within the allowable resolution time, at no additional cost to the OSG, within the warranty period.
2. The Contractor warrants that it shall conform strictly to the terms and conditions of the Terms of Reference.
3. The Contractor, in the performance of its services, shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives Regulatory Authorities and Commissions. The contractor undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation.
4. The Contractor's 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.
5. The Contractor shall coordinate with authorized and/or designated OSG personnel in the performance of their jobs.
6. The Contractor shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and the OSG shall be specifically released from any responsibility arising therefrom.
7. The Contractor shall be allowed 15% of the total contract price as mobilization fee of the total contract price upon commencement of the project. The payment shall be subject to the required Expanded Withholding Tax (EWT) of two percent (1%) and Final Withholding Tax on VAT of five percent (5%).
8. Each payment shall be made within fifteen (15) days from submission of Inspection and Acceptance Report issued by the Inspection and Acceptance Committee (IAC) and the Certificate of Completion and Acceptance issued by the Administrative Division and all other required documents based on existing OSG issuances.

Respectfully submitted:

ADMINISTRATIVE DIVISION:



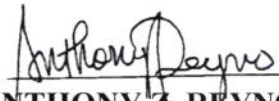
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