

## TERMS OF REFERENCE

### PROCUREMENT, DELIVERY AND ASSEMBLE OF *PROPERTY, PLANT & EQUIPMENT (PPE) AND SEMI-EXPENDABLE PROPERTIES*

#### **Lot I. SPECIFICATIONS FOR PROPERTY PLANT & EQUIPMENT (PPE) PROPERTIES**

##### **A. Conference Table – 4 pcs**

###### ***i. 10-Seater Conference Table – 1 pc (Desuasido Division)***

###### **Minimum Specifications**

Rectangular Shape  
12mm Tempered Glass Top  
With Powder Coated White Aluminum Legs  
Estimated Size/Dimensions: 274cm (L) x 90cm (W) x 74cm (H)

###### ***ii. 8-Seater Conference Table – 1 pc (Liwag Division)***

###### **Minimum Specifications**

Oval Shape  
12mm Tempered Glass Top  
With Powder Coated White Aluminum Legs  
Estimated Size/Dimensions: 201cm (L) x 111cm (W) x 76cm (H)

###### ***iii. 10-Seater Conference Table – 1 pc (Alafriz Division)***

###### **Minimum Specifications**

Rectangular Shape  
12mm Tempered Glass Top  
With Powder Coated White Aluminum Legs  
Estimated Size/Dimensions: 304.8cm (L) x 121.92cm (W) x 76.2cm (H)

###### ***iv. 6-Seater Conference Table – 1 pc (Torres Division)***

###### **Minimum Specifications**

Rectangular Shape  
12mm Tempered Glass Top  
With Powder Coated White Aluminum Legs  
Estimated Size/Dimensions: 160cm (L) x 90cm (W) x 76cm (H)

**B. L-Type Sofa – 1 pc**

*i. L-Type Sofa – 1pc (Villamor Division)*

**Minimum Specifications**

Detachable 2pcs Sofa

Material: Fabric and Color Gray (Provide Swatches for Approval)

Chrome Legs

With high resilience seat foam

**Estimated Size:**

*Sofa 1 - 72"L x 24"W x 32" H (or less than 32"H)*

*Sofa 2 - 54"L x 24"W x 32"H (or less than 32"H)*

**I. APPROVED BUDGET FOR THE CONTRACT (LOT 1)**

*Four Hundred Fifty Thousand Pesos (Php 450,000.00) inclusive of all applicable government taxes and charges.*

**Lot II. SPECIFICATIONS FOR SEMI-EXPENDABLE PROPERTIES**

**A. Chairs – 43 pcs**

*i. Office Chair for Assistant Solicitor General / Sr. Executive Chair – 1 pc*

**Minimum Specifications**

Faux Leather Seat and Backrest

Fixed PP Armrest with Padding

Pneumatic Seat Height Adjustment

Tilting Mechanism

With Five star Chrome base & Nylon Casters.

Estimated Size/Dimension: 630mmW x 620mmD x 1190-1270mmH

*ii. Office Chair for Lawyers / Jr. Executive Chair – 14 pcs*

**Minimum Specifications**

Nylon Mesh Back and Foam Padded Seat

Flexi Chair with Headrest

Height adjustable armrests and lumbar support

Maximum recline at 115° with a tilting mechanism that locks at default position

**Estimated Dimensions:**

Recline & Locking: 100°, 108°, 116°, 130°

Height Adjustability: 5cm

Depth Adjustability: 3cm

Maximum Recline: 130°

Backrest Minimum Load Capacity: 128 kg

**Lumbar Support:**

Height: 12.5cm from bottom of backrest

**Arm Rest:**

Arm Rest Height: 17 - 24.5cm  
Arm Rest Angle: 20° inward and 20° outward  
Chair Height: 120 - 130cm  
Seat Depth: 47cm  
Seat Minimum Load Capacity: 150 kg

***iii. Conference Chair – 20pcs (Desuasido & Alafriz Divisions)***

**Minimum Specifications**

Mesh Back and Foam Padded Seat  
Flexi Chair without Headrest  
Height adjustable armrests and lumbar support  
Maximum recline at 115° with a tilting mechanism that locks at default position

**Estimated Dimensions:**

Recline & Locking: 100°, 108°, 116°, 130°  
Height Adjustability: 5cm  
Depth Adjustability: 3cm  
Maximum Recline: 130°  
Backrest Minimum Load Capacity: 128 kg

**Lumbar Support:**

Height: 12.5cm from bottom of backrest

**Arm Rest:**

Arm Rest Height: 17 - 24.5cm  
Arm Rest Angle: 20° inward and 20° outward  
Chair Height: 120 - 130cm  
Seat Depth: 47cm  
Seat Minimum Load Capacity: 150 kg

***iv. Conference Chair – 8pcs (Torres Division)***

**Minimum Specifications**

100% polyester Black Fabric  
Polyurethane Foam Pad  
Without armrest  
Chrome Metal Base  
Rubber Swivel Caster  
Gas Lit Height Adjustment

**Estimated Size/Dimensions:**

Height: 112cm  
Seat depth: 45cm  
Seat width: 54cm  
Depth: 72cm  
Seat Height: 47cm-59cm  
Width: 62cm

**B. Office Table for Lawyers – 4 pcs**

***i. Lawyer's Table***

**Minimum Specifications**

Wood: High Pressured Laminated (HPL) (Provide Sample of Material for Approval)  
Powder Coated Steel Legs

HPL Front Panel and Fixed Cabinet with complete Fittings  
Estimated size/dimensions: 140cm (W) x 80cm (D) x 74cm (H)

### **C. Sofa – 2 pcs**

#### ***i. 3-seater Sofa – 1pc (Nachura Division)***

##### **Minimum Specifications**

Black Leatherette (Provide Swatches for Approval)  
Upholstered Seat and Backrest  
Solid Wood Frame  
High Density Foam and Steel Chrome base  
Estimated size/dimensions: 213cm (L) x 50cm (W) x 44cm (H)

#### ***ii. 3-Seater Sofa – 1pc (Desuasido Division)***

##### **Minimum Specifications**

Fabric and Color Gray (Provide Swatches for Approval)  
Bench Type (without arm/back rest)  
Upholstered Seat  
Solid Wood Frame  
High Density Foam and Rubber Footings  
Estimated size/dimensions: 182cm (L) x 50cm (W) x 44cm (H)

***NOTE: All sizes may vary up to 1% difference in the stated measurements.***

### **I. APPROVED BUDGET FOR THE CONTRACT (LOT II)**

***Six Hundred Twenty-Five Thousand Pesos (Php625,000.00) inclusive of all applicable government taxes and charges.***

### **II. MODE OF PROCUREMENT – Competitive Bidding**

### **III. QUALIFICATIONS OF THE CONTRACTOR**

1. Must be PHILGEPS-registered with platinum membership.
2. Must have been in the business of supplying office furniture and fixtures for at least five (5) years.
3. Must present a Client Satisfaction Rating from at least three (3) government agencies or private corporations with whom the contractor has a past or ongoing contract similar to this Project.
4. Must submit a sample picture/unit with specification details during the opening of bids and post qualifications.

#### **IV. WARRANTIES OF THE CONTRACTOR**

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 performance of their jobs. Swatches should be properly coordinated and subject for approval of OSG authorized representative when applicable.
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 comply with the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF) rules and regulations.
7. Warrants that all personnel who will work in the OSG premises are fully vaccinated against Covid-19.
8. 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.
9. Warrants a one (1) year warranty from date of acceptance that the delivered office furniture and fixtures and parts thereof shall have no defect arising from design, materials, or workmanship.
10. Warrants that it shall neither assign transfer, pledge, or subcontract any part or interest therein.

#### **V. TERMS OF PAYMENT**

##### **A. Schedule of Payment:**

1. Agrees to be paid on a billing scheme as follows:

	<b>Particulars</b>	<b>Remarks / Conditions</b>
First release	15% of the Total Contract Price <i>per lot</i>	The amount represents the mobilization fee. The SUPPLIER shall submit a <b>written request</b> after the Contract is duly signed and notarized.
Second release	80% of the Total Contract Price within thirty (30) days from completion of Inspection and Acceptance Report and all other required documents, inclusive of all government taxes and charges.	The SUPPLIER shall submit (a) Delivery Receipt, (b) Sales Invoice on the delivered items showing the quantity, description, and total value, duly signed by the SUPPLIER or his representative, and indicating receipt by OSG's designated representative; and (c) Other documents showing completion of incidental works as may be required by the OSG.
Third release	5% warranty deposit/retention money based on the Total Contract Price	To ensure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the SUPPLIER for a period of one (1) year reckoned from the date the OSG personnel verified and certified that all items are delivered and assembled.

are subject to the required Expanded Withholding Tax (EWT) of one percent (1%) and Final Withholding Tax on VAT of five percent (5%).

2. Agrees that second release of payment shall be made within thirty (30) days from completion of Inspection and Acceptance Report and all other required documents.
3. Following Section 62.1 of the Revised Implementing Rules and Regulations of R.A No. 9184, 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 one (1) year after acceptance by the OSG of the delivered units. The obligation for the warranty shall be covered by retention money amounting to five percent (5%) of the total contract price. The said amount shall only be released after the lapse of the warranty period, provided, however, that the delivered items are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
4. Agrees that the warranty deposit/retention money shall be released after the lapse of the warranty period of one (1) year.

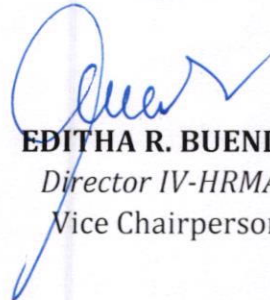
#### **DELIVERY SCHEDULE**

1. Delivery should be completed within ninety (90) calendar days from receipt of Notice to Proceed (NTP).

TECHNICAL WORKING GROUP FOR THE PROCUREMENT  
OF PROPERTY, PLANT & EQUIPMENT  
AND SEMI-EXPENDABLE PROPERTIES  
FOR FY 2022

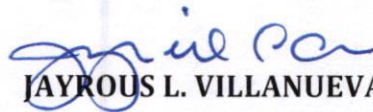


**GINA LYNN GRAELLOS-ANGELES**  
*Senior State Solicitor*  
Chairperson



**EDITHA R. BUENDIA**  
*Director IV-HRMAS*  
Vice Chairperson

Members:



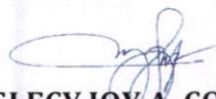
**JAYROUS L. VILLANUEVA**  
*Senior State Solicitor*

(On STUOY LEAVE)

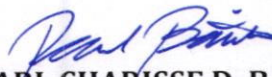
**SARAH MAE S. CRUZ**  
*Senior State Solicitor*



**JENNIFER G. SIRON**  
*State Solicitor II*



**MA. GLECY JOY A. CONTADO**  
*Associate Solicitor II*



**PEARL CHARISSE D. BAUTISTA<sup>1</sup>**  
*Assistant State Prosecutor*



**KATHLEEN LOUISE S. SISON**  
*Administrative Officer II*



**ELIZABETH C. ESTABILLO**  
*Process Server*

<sup>1</sup> Detailed at the Office of the Solicitor General by virtue of DOJ Order No. 321 dated 18 July 2022.