



Republic of the Philippines  
**Office of the Solicitor General**  
134 Amorsolo St. Legaspi Village, Makati City

## Technical Working Group for Repair/Renovation of OSG Offices for the Relocated Offices

### TERMS OF REFERENCE

#### *Supply of Labor and Materials for the Repair of Eight (8) Legal Divisions for the Relocated Offices of the Office of the Solicitor General*

The OFFICE OF THE SOLICITOR GENERAL (OSG) intends to repair the office spaces of **eight (8) Legal Divisions** located at \_\_\_\_\_

The OSG shall hire the services of a CONTRACTOR to provide labor and materials for the repair of said offices.

1. The Approved Budget for the Contract (ABC) **Fourteen Million Pesos (₱14,000,000.00)**, inclusive of all government taxes, charges and other standard fees, including 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 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 or 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 less 5% warranty deposit, computed based on the progress billing.	The amount represents the <b>mobilization fund</b> . The CONTRACTOR shall submit a written request within five (5) days upon receipt of the signed and notarized Contract.
Second Release	15% of the Total Contract Price less 5% warranty deposit, computed based on the progress billing.	The percentage of accomplishment must be at least <b>30%</b> (corresponding to the 15% mobilization fund and 15% Total Contract Price). The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.  The CONTRACTOR, however, may only request for the second release after full consumption of the 15% mobilization fee, if availed of.
Third Release	20% of the Total Contract Price less 5% warranty deposit computed based on the Total Contract Price.	The percentage of accomplishment must be at least <b>50%</b> . The CONTRACTOR shall submit SWA subject to the verification and certification by the OSG.
Fourth Release	20% of the Total Contract Price less 5% warranty deposit computed based on progress billing.	The percentage of accomplishment must be at least <b>70%</b> . The CONTRACTOR shall submit SWA subject to the verification and certification by the OSG.

=====

Fifth Release	30% of the Total Contract Price <i>less</i> 5% warranty deposit computed based on progress billing.	The percentage of accomplishment must be at least <b>100%</b> . The CONTRACTOR shall submit SWA subject to the verification and certification by the OSG.
Sixth Release	Retention Fee equivalent to 5% 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 <b>three (3) months</b> , in the case of <b>Expendable Supplies</b> , or a minimum period of <b>one (1) year</b> , in case of <b>Non-Expendable Supplies</b> , after acceptance by the Procuring Entity of the delivered supplies.

4. The CONTRACTOR must submit a project design based on the approved layout of the OSG.

5. The OSG shall check/inspect the CONTRACTOR's works upon every submission of SWA and shall notify the CONTRACTOR of any defect that are found. The CONTRACTOR shall immediately correct/repair the notified defect/s at the CONTRACTOR's expense and without additional cost to the original contract amount.

6. 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 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.

7. The CONTRACTOR shall ensure that the materials to be used for the repair are of good quality and subject to inspection by the OSG.

8. The CONTRACTOR has **ninety (90) days (inclusive of Saturdays, Sundays, and holidays)** to complete the scope of work which shall commence **five (5) days** from receipt of the Notice to Proceed (NTP). The CONTRACTOR shall follow the health and safety protocols, including enclosure of the office spaces, as imposed by the OSG and/or the concerned Building Administrator. The days during which the covered office spaces were physically closed as part of the health and safety measures shall be excluded from the ninety (90) days to complete the scope of work.

=====

9. 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 work, as duly approved by the OSG.

10. 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.

11. 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 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.

12. 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.

13. Qualifications of the CONTRACTOR:

13.1 Must have been in the business of supplying labor and materials for the repair of offices for **at least five (5) years**.

13.2 Must present a Client Satisfaction Rating from **at least five (5)** government agencies or private corporations with whom the contractor has past or ongoing contract similar to this project.

13.3 Must be based in or around Metro Manila.

13.4 Must have sufficient manpower to execute the repair of the eight Legal Divisions within the delivery period as stated under paragraph 8 of this Terms of Reference, including project in-charge who will directly coordinate with OSG.

14. The OSG Administrative Division reserves the right to check the progress of the project as specified in the scope of work but not primary responsible for the supervision of the day-to-day accomplishment.

15. Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Implementing Rules and Regulations (IRR) shall form part of the Terms of Reference (TOR)

**SCOPE OF WORKS**

Subject to the restrictions of the office space and those that may be reasonably imposed by the building administrator / owner, the following are the scope of works:

	Description	Qty	Unit/s
1.	Mobilization/Demobilization	1	Lot
2.	Supply, Installation and Fabrication of Workstation for ASG Secretary a. Size: 2.40mts.L1 - 1.60mts.L2 x 1.10mts.W x 1.40mts.H b. Color: provide swatches	8	Sets
3.	Supply, Installation and Fabrication of ASG Room a. Area: At least 30sqm. b. Floor to ceiling drywall c. One (1) access door(0.80mts.W x 2.10mts.H) d. Fully painted inside and outside e. Paint color: provide swatches	8	Sets
4.	Supply, Installation and Fabrication of Conference Room a. Area: At least 57sqm. b. Floor to ceiling drywall c. Two (2) access door (2-.90mts.W x 2.10mts.H) d. Fully painted inside and outside e. Paint color: provide swatches	1	Set
5.	Supply, Installation and Fabrication of Divisions Filing Room a. Area: At least 45sqm b. Floor to ceiling drywall c. Nine (9) access door, (8-0.70mts.W x 2.10mts.H) 1 - 1.80Mts. W x 2.10mts.H) d. Floor to ceiling drywall at 5.7sqm for each filing room. e. Fully painted inside and outside f. Paint color: provide swatches g. Provision for lobby area	8	Sets
6.	Supply, Installation and Fabrication of Storage Room a. Area: 1. Storage room 1 - 12.50sqm 2. Storage room 2 - 12.50sqm 3. Storage room 3 - 3.60sqm b. Floor to ceiling drywall c. Three (3) access door (0.70mts.W x 2.10mts.H) d. Fully painted inside and outside e. Paint Color: provide swatches	3	Sets
7.	Supply, Installation and Fabrication of Drywall to Divide Eight (8) Divisions @ 221sqm each a. Floor to ceiling drywall b. Fully painted inside and outside c. Paint Color: provide swatches	8	Sets

8.	<p>Supply and Installation of Power Outlets</p> <ul style="list-style-type: none"> <li>a. One (1) Universal Duplex for each Lawyer</li> <li>b. One (1) Universal Duplex for each Secretary</li> <li>c. One (1) Universal Duplex for each ASG Secretary</li> <li>d. Two (2) Universal Duplex for ASG Room</li> <li>e. Two (2) Universal Duplex for Conference Room</li> <li>f. Three (3) Universal Duplex for Pantry Area</li> <li>g. One (1) Refrigerator Outlet for Pantry Area</li> <li>h. Wires/Cables</li> </ul>	232	Pcs
9.	<p>Supply and Installation of Telephone Outlets</p> <ul style="list-style-type: none"> <li>a. Four (4) Telephone Outlets</li> <li>b. Wires/Cables</li> </ul>	32	Pcs
10.	<p>Supply, Fabrication and Installation of Pantry Area</p> <ul style="list-style-type: none"> <li>a. Area: At least 23sqm and Storage Room with Door at least 1.70sqm</li> <li>b. Floor to ceiling drywall</li> <li>c. Two (2) access door (2-0.80mts.W x 2.10mts.H)</li> <li>d. Fully painted inside and outside</li> <li>e. Paint Color: provide swatches</li> </ul>	1	Set
11.	<p>Preparation of Proposed and As-Built Plans for Architectural and Electrical, including Processing of Necessary Permits</p> <ul style="list-style-type: none"> <li>a. Must be Signed and Sealed by Professional Electrical Engineer for Electrical Plan</li> <li>b. Must be signed and Sealed by Registered/Licensed Architect for Architectural Plan</li> </ul>	1	Lot
12.	<p>Supply, Installation and Fabrication of Chief Satellite Room</p> <ul style="list-style-type: none"> <li>a. Area: 30sqm</li> <li>b. Floor to ceiling drywall</li> <li>c. Two (2) Access Door (2-0.80mts.W x 2.10mts.H)</li> <li>d. Fully painted inside and outside</li> <li>e. Paint color: provide swatches</li> </ul>	1	Set
13.	<p>Supply and Installation of Vinyl Flooring</p> <ul style="list-style-type: none"> <li>a. Preparation of Slab Flooring ready to receive Vinyl Flooring</li> <li>b. Size: 0.50cm x 0.50cm</li> <li>c. Color: provide sample of vinyl tiles.</li> </ul>	2,400	Sqm

<p>14.</p>	<p>Supply, Fabrication and Installation of One-Stop Shop Room for:</p> <ol style="list-style-type: none"> <li>1. Docket Management Service (DMS) And Financial Management Service (FMS) - 35sqm.</li> <li>2. Case Management Service (CMS) - 6.00sqm</li> <li>3. Administrative Division (for Property &amp; Supplies) 6.00sqm.             <ol style="list-style-type: none"> <li>a. Total Area: 85sqm</li> <li>b. Floor to ceiling drywall</li> <li>c. Low partition walls and doors</li> <li>d. One (1) entrance/exit door ( 1.70mts.W x 2.10mts.H)</li> <li>e. Provision for Lobby and Waiting area</li> <li>f. Fully painted inside and outside</li> <li>g. Paint Color: provide swatches</li> </ol> </li> <li>4. Security Quarter             <ol style="list-style-type: none"> <li>a. Area: At least 6sqm</li> <li>b. Floor to ceiling drywall</li> <li>c. One (1) Access Door (0.70mts.W x 2.10mts.H)</li> <li>d. Fully painted inside and outside</li> <li>e. Paint Color: provide swatches</li> </ol> </li> </ol>	<p>1</p>	<p>Set</p>
<p>15.</p>	<p>Hauling of Debris Materials</p>	<p>1</p>	<p>Lot</p>

=====

**Technical Working Group for Repair/Renovation of  
OSG Offices for the Relocated Offices**

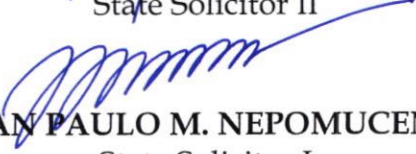
  
**SONNY VON N. RUAYA**  
Assistant Solicitor General  
Chairperson

Members:

  
**ERIC C. GABATINO**  
State Solicitor II

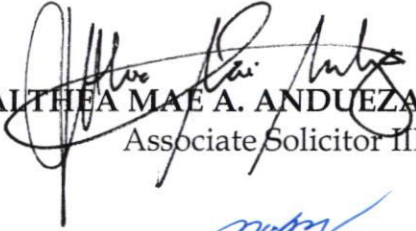
  
**MA. JESUSA P. SIQUIJOR-MAGBANUA**  
State Solicitor II

**JOSE MIGUEL N. LAZARO**  
State Solicitor I

  
**JUAN PAULO M. NEPOMUCENO**  
State Solicitor I

**JACK BRYAN D. HUFANO**  
State Solicitor I

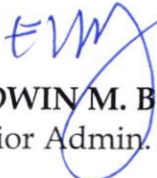
  
**CHERYL GRACE M. RABE**  
Associate Solicitor III

  
**ALTHEA MAE A. ANDUEZA-PULIDO**  
Associate Solicitor III


**JESSICA L. CASTRO**  
Chief Administrative Officer

  
**MA. ALMA S. SY**  
Administrative Officer V

  
**GLADYS LAIZA J. PADRILAN**  
Administrative Officer V

  
**EDWIN M. BAGOS**  
Senior Admin. Asst. III

**HILDA S. FATALLA**  
Administrative Asst. VI

  
**GIAN C. DE VERA**  
Administrative Officer I



Approved/Disapproved:



**MENARDO I. GUEVARRA**  
Solicitor General