Republic of the Philippines

OFFICE OF THE SOLICITOR GENERAL

Technical Working Group for the Repair of OSG Offices located at the Main Building

TERMS OF REFERENCE

Supply of Labor and Materials for the Repair/Conversion of Former Cezar C. Bengzon Division into New Office Space

The **OFFICE OF THE SOLICITOR GENERAL (OSG)** intends to repair a total of **235 sq.m.** former Cezar Bengzon Division (to be converted into new office space) located at the Ground Flr., OSG Main Building, 134 Amorsolo St., Legaspi Village, Makati City.

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) is **Three Million Five Hundred Thousand Pesos (₱3,500,000.00), inclusive of all government taxes, charges and other standard fees**, including, but not limited to, payment for **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. *Provided, 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%

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

	Particulars	Remarks/Conditions
First Release	20% of the Total Contract Price less the 5% warranty deposit, computed based on the progress billing.	The percentage of the accomplishment must be at least 20%. The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.
Second Release	20% of the Total Contract Price less the 5% warranty deposit, computed based on the progress billing.	The percentage of the accomplishment must be at least 40%. The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.
Third Release	20% of the Total Contract Price less the 5% warrant deposit, computed based on the progress billing	The percentage of the accomplishment must be at least 70%. The CON'IRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.
Fourth Release	35% of the Total Contract Price less the 5% warranty deposit, computed based on the progress billing	The percentage of the accomplishment must be at least 100%. The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.
Fifth Release	Retention Fee is 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 contractor, a warranty shall be required from the CONTRACTOR for a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of 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 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 **one hundred twenty (120) days but can only operate after office hours on weekdays and during the daytime on Saturdays, Sundays, and Holidays** to complete the scope of work, which shall commence **five (5) days** from receipt of the 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 one hundred twenty (120) days to complete the scope of work.

9. The CONTRACTOR shall submit a Work Plan/Schedule specifying the number of: 1) workers per day; 2) workdays per week; 3) work hours per week, and 4) the projected completed works corresponding to the cumulative 20%, 40%, 70% and 100% of scope of work, as duly approved by the OSG. The contractor must ensure that they will deploy at least 5 regular personnel in each lot every workday excluding engineers/foreman.

The CONTRACTOR shall likewise submit a Bill of Materials which shall include the labor cost of the project.

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 (leased) premises of the OSG.

11. The CONTRACTOR shall be responsible for any loss or damage that may be incurred upon the property 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. For any loss or damage to the property, the CONTRACTOR shall refund the corresponding amount and/or the amount will be offset against the outstanding payable due to the CONTRACTOR.

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 prior to the date of submission and opening of bids.**

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

The bidder must have satisfactorily completed, within the last five years from the date of submission and receipt of bids, at least one (1) single contract of a similar nature amounting to at least fifty- percent (50%) of the ABC.

For purposes of this project, similar contracts shall refer to contracts for repair/renovation/rehabilitation/construction of buildings. Single project such as painting, tiling, etc. will not be considered as similar project.

13.3) Must have a main or satellite office in or around Metro Manila and/or neighboring provinces.

13.4) Must have sufficient manpower to execute the scope of works within the delivery period stated under paragraph 8 of this Terms of Reference.

13.5) Must have a licensed engineer or licensed architect who will be in-charge of the project and who will directly coordinate with OSG.

13.6) Electrical and plumbing works should be done by professional master electrician and master plumber, respectively.

13.7) The CONTRACTOR shall submit documents relevant to the project, such as but not limited to the following:

1. Valid DTI or SEC Registration
2. Valid and Current Mayor's Permit/Municipal License
3. Valid and Current Business Permit
4. Tax Clearance Certificate as finally reviewed and approved by BIR
5. Statement of Government and Private Construction contracts completed which are similar in nature to the contract to be bid. Submission should be supported by the following documents:

    i. Contract Agreement
    ii. Constructor's Performance Evaluation System (CPES) or Certificate of Completion
    iii. Certificate of Acceptance
    iv. Purchase Order showing contractor has duly conformed with the terms stated therein.

6. Net Financial Contracting Capacity (NFCC) Computation
7. Valid and current professional licenses (engineer and architect) issued by appropriate government licensing agency.

14. The OSG Administrative Division reserves the right to check the progress of the project as specified in the scope of work at any time but shall not be primarily responsible for the supervision of the day-to-day accomplishment.

15. Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Revised Implementing Rules and Regulations (RIRR) 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, the following are the scope of works:

REPAIR OF OLD CEZAR C. BENGZON DIVISION TO NEW SPACE

	Description	Qty	Unit/s
1.	**Dismantling Works of affected area.**	1	lot
2.	**Preparation of proposed and as –built plans for the New Space.** -Will be based on the approved layout presented by the contractor to OSG Administrative Division.		
3.	**Supply, Installation and Fabrication of COA Filing Room.** -Drywall Partition -Restoration of Ceiling Works. -Painting Works -Tiling Works -Filing Room -4 Doors and 4 Jamb -Lighting and Rewiring Works -2 Power Outlet -Switch Outlet	30	sqm
4.	**Supply, Installation and Fabrication of SCN office space.** -Drywall Partition -Restoration of Ceiling Works -Painting Works -Tiling Works -1 Door and 1 Jamb -Lighting and Rewiring Works -6 Power Outlet -Switch Outlet	15	sqm
5.	**Supply, Installation and Fabrication of Vacant Room.** -Drywall Partition -Restoration of Ceiling Works -Painting Works -Tiling Works -1 Door and 1 Jamb -Lighting and Rewiring Works -2 Power Outlet -Switch Outlet	40	sqm
6.	**Supply, Installation and Fabrication of DMS office space.**	88	sqm

	-Drywall Partition -Restoration of Ceiling Works -Painting Works -Tiling Works -Glass Window Works -4 Doors and 4 Jambs (Front Liners) -1 Doors and 1 Jamb (Entrance for OSG Employee) -Low wall and counter table over Glass window -Restoration and Relocation of old glass door at driveway side -Restoration of old glass door at lobby side -Lighting and Rewiring Works -18 Power Outlet for each Front Liners -Switch Outlet		
7.	**Supply, Installation and Fabrication of Tiling Works at proposed hallway to the New Space.**	1	lot
8.	**Installation and Commissioning of Structured Cabling Systems of Bengzon Division: A total of 20 Nodes** - Existing Rack for Network Switch shall be reused. - Two (2) network cables for Access Point will use Cat. 6 UTP cable, including cabling components such as Information Outlets, Patch Panels, and Patch Cords. All cables to be used shall conform to TIA standards, mainly TIA 568-C.2 and/or ISO/IEC 11801:2002 specifications. - Network cable for the workstations, VOIP phones, and network printers will use Cat. 6 UTP cable, including cabling components such as Information Outlets, Patch Panels, and Patch Cords. - Roughing-ins/layout of new LAN cable raceway using cable tray from the existing Rack location to the designated workstations, access point location, boxes, and fittings. - Layout 20 runs of new LAN cable using Cat. 6 UTP cable to the designated location of workstations, including IP Phones and network printers. - Supply/install new 20 x Cat. 6 Information Outlets for workstations, including IP Phones and network printers. - Supply/install new 20 x Face Plates (2 ports for OD). - Supply/install new 20 x Cat. 6 Patch Cords (3mtrs) for workstations, VOIP phones, and network printer - Cable continuity testing, termination, tagging, and commissioning - Engineering and documentation, including submission of the as-built plan.	1	lot
9.	**Hauling of debris materials.**	1	lot
10.	**Cleaning before office hours.**	1	lot

Technical Working Group for Repair of the
Office of the Solicitor General (OSG) Main Building

GILBERT U. MEDRANO
Assistant Solicitor General
Chairperson

JENNIFER F. FANDIALAN-LEGASPI
Assistant Solicitor General
Team Leader –Team B

Members:

MELIZA F. FAVORITO-MENDOZA
State Solicitor II

PAMELA LUZ I. ORTIZ
Associate Solicitor II

MARIA VANESSA M. MARAYAN
Associate Solicitor I

ANGELICA P. ELMIDO
Associate Solicitor I

JESSICA L. CASTRO
Chief Administrative Officer

ARTEMIO A. ESTOQUE, JR.
Chief Administrative Officer

ENGR. MA. ALMA A. SY
Administrative Officer V

ARCH. GIAN C. DE VERA
Administrative Officer III

EDWIN M. BAGOS
Sr. Admin. Assistant III

LIZETTE A. EUSEBIO
Information Technology Officer I

MARIELLA M. GAMENG
Administrative Officer V

ELSIE R. TANAY
Administrative Officer II