



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

## **Technical Working Group for the Repair of OSG Offices for the Relocated Offices at Convergys One Building**

### **TERMS OF REFERENCE**

#### ***Supply of Labor and Materials for the Repair of OSG Offices for the Relocating Divisions and Services to Convergys One Building***

The **OFFICE OF THE SOLICITOR GENERAL (OSG)** intends to repair a total of **2,363.20 sq.m.** at the fifth (5<sup>th</sup>) floor of Convergys One Building located at 6796 Ayala Avenue, corner Salcedo Street, Legaspi Village, Makati City (the Property).

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)<sup>1</sup> is **Twenty-Seven Million Pesos only (₱27,000,000.00), 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:

<b>Form of Performance Security</b>	<b>Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</b>
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, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</i>	5%

<sup>1</sup> Based on the conservative costing obtained from the Market Study/Comparative Canvass. Attached herein as Annexes "A," "B," "C," and "D."

**TERMS OF REFERENCE**

Supply of Labor and Materials for the Repair of  
OSG Offices for the Relocating Divisions and Services to Convergys One Building

<b>Form of Performance Security</b>	<b>Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</b>
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:

	<b>Particulars</b>	<b>Remarks/Conditions</b>
First Release	<b>10%</b> of the Total Contract Price less 5% warranty deposit, computed based on the progress billing.	The percentage of the accomplishment must be at least <b>10%</b> . The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.
Second Release	<b>25%</b> 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 <b>35%</b> . The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.
Third Release	<b>25%</b> 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 <b>60%</b> . The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.
Fourth Release	<b>35%</b> of the Total Contract Price less the 5% warrant deposit, computed based on the progress billing	The percentage of the accomplishment must be <b>100%</b> . 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 Scope of Work hereunder specified and the approved layouts of the OSG. The Scope of Work shall be subject to the restrictions of the office space and those that may be reasonably imposed by the building administrator or owner.

5. The OSG shall check/inspect the CONTRACTOR's works upon every submission of SWA and progress billing, and shall notify the CONTRACTOR of any defect found. The CONTRACTOR shall immediately correct/repair the notified defect/s at the CONTRACTOR's expense without additional cost to the original contract amount. An inspection report indicating the percentage of work satisfactorily accomplished shall be issued corresponding each SWA and progress billing.

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 immediately by the CONTRACTOR or deducted from any money due to the CONTRACTOR.

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

8. The CONTRACTOR has **One Hundred Twenty (120) calendar days (including holidays)** to complete the scope of work which shall commence **five (5) days** from receipt of the Notice to Proceed (NTP). The OSG may by written order, wholly or partially, suspend the work and the running of the 120 days period due to: (i) force majeure; (ii) fortuitous events; (iii) the CONTRACTOR's failure to carry out the valid orders of the OSG; (iv) the CONTRACTOR's failure to perform any provisions of the contract; or (v) due to adjustment of plans as found necessary during the construction.

9. The CONTRACTOR shall submit a Work Plan/Schedule specifying the number of: (i) workers per day; (ii) workdays per week; (iii) work hours per week; and (iv) the projected completed works corresponding to the cumulative 20%, 55% and 100% of scope of work, as duly approved by the OSG Administrative Division.

The CONTRACTOR shall likewise submit a **Bill of Materials** which shall include the labor cost for this Project.

The CONTRACTOR must have sufficient manpower every workday excluding the licensed architect/engineer/electrician/foreman, and shall submit duly filled-up attendance sheets and log-book/s every week to the OSG Administrative Division.

The CONTRACTOR shall submit a weekly Accomplishment Report which shall be reviewed and verified by the OSG.

The percentage of actual work accomplished shall be determined by the OSG and not the CONTRACTOR.

10. No employer-employee relationship shall arise between the CONTRACTOR and/or its workers on one hand, and the OSG on the other. The CONTRACTOR shall take necessary precautions and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to any person and property and shall at all times hold the OSG free from any claim or damage arising therefrom.

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 CONTRACTOR shall ensure that the OSG shall be free from liability that may arise from any loss or damage therefrom. In the event that the OSG is made liable by third parties by reason of loss or damage attributable to the CONTRACTOR, the value of such loss or damage shall be reimbursed immediately by the CONTRACTOR or deducted from any money due to the CONTRACTOR.

12. Qualifications of the CONTRACTOR:

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

12.2) Must present Client Satisfaction Performance Certificate from **at least five (5)** 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 (5) 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/rehabilitation/construction of buildings. Contracts with FDAS installation is advantageous but not mandatory. Single project such as painting, tiling, etc. will not be considered as similar project.

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

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

12.5) Must have at least one (1) licensed civil engineer and at least one (1) licensed architect, who are regular employees of the CONTRACTOR, and who will directly coordinate with the OSG, be in-charge of the project, sign documents including plans, apply and secure all necessary permits, including but not limited to building permits, work permits, occupancy permits and such other pre-construction and post-construction permits.

12.6) Electrical works shall be performed by a licensed Master Electrician, and plumbing works shall be performed by a licensed Master Plumber.

12.7) In the event that the winning bidder is not technically capable of undertaking the installation and construction of the Fire Detection and Alarm System (FDAS) and the Fire Protection System (FPS), subcontracting of the said works shall be permitted, subject to compliance with applicable government procurement laws, rules, and regulations.

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

1. Updated PhilGEPS Platinum Certificate of Membership and its corresponding attachments;
2. Updated and valid Tax Clearance Certificate duly issued and approved by the Bureau of Internal Revenue (BIR);
3. Constructor’s Performance Evaluation System (CPES) or Certificate of Completion;
4. Purchase Order showing contractor has duly conformed with the terms stated therein.
5. Valid and current professional licenses of the CONTRACTOR of its engineer/s, architect/s, electrician/s, and plumber/s.

13. The OSG reserves the right to review and evaluate the progress of the Project as specified in the scope of works, as well as the quality of materials used by CONTRACTOR, at any time. However, the OSG shall not be primarily responsible for the supervision of the day-to-day accomplishment of the Project, which shall be the responsibility of the CONTRACTOR.

14. Applicable provisions of the (New Government Procurement Act (RA 12009) 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:

***Supply of Labor and Materials for the Repair of OSG Offices for the Relocating Divisions and Services to Convergys One Building***

Item no.	Description	Qty.	Unit/s
1.	<b>Supply of Proposed and As-Built Plans with signed and sealed blueprints (Architectural, Electrical, Plumbing, Fire Detection and Alarm System and Fire Protection System) including processing of all Pre-Construction/Post-Construction permit. (5<sup>th</sup>floor).</b> a. Preparation of proposed plan for Architectural, Electrical, Plumbing, Fire Detection and Alarm System and Fire Protection System including revisions. b. Preparation of copies for As-built for Architectural, Electrical, Plumbing, Fire Detection and Alarm System and Fire Protection System including revisions. c. Processing and filing fee for all related permits.	1	Lot
2.	<b>Dismantling Works</b> a. All materials/equipment/that are not needed by Lessee and Lessor are subject to dismantling	1	Lot
3.	<b>Mobilization and Demobilization</b>	1	Lot

**TERMS OF REFERENCE**

Supply of Labor and Materials for the Repair of  
OSG Offices for the Relocating Divisions and Services to Convergys One Building

Page 6

4.	<p><b>Supply and Installation of extension at hallway Vinyl Tile or Self Leveling Epoxy floor finish at lobby.</b></p> <ul style="list-style-type: none"> <li>a. Area - (+60.00sqm)</li> <li>b. Preparation of substrate. Chipping/Grinding/ and other works prior for Floor Finish.</li> <li>c. Slab Soffit - Fully Painted Slab Soffit</li> <li>d. Low Wall Partition Height - 2.30mts</li> <li>e. Fully Painted</li> <li>f. Complete Electricals (lightings, power outlet and switch outlet)</li> <li>g. Specs: Provide swatches for approval</li> </ul>	1	Lot
5.	<p><b>Supply and Installation of New Vinyl Tiles or Self Leveling Epoxy.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Floor Finish.</li> <li>b. Floor Area - (+2,200.00sqm)</li> <li>c. Specs: Provide swatches for approval</li> </ul>	1	Lot
6.	<p><b>Supply, Fabrication and Installation of Filing Room.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Floor Finish.</li> <li>b. 6 - filing room</li> <li>c. Low Wall Partition Height - 2.30mts</li> <li>d. Area - (+50.00sqm)</li> <li>e. Fully Painted</li> <li>f. Slab Soffit - Fully Painted Slab Soffit</li> <li>g. With Doors, Door Jambs, hinges and locksets</li> <li>h. Flooring - Concrete Finish Flooring</li> <li>i. Complete Electricals (lightings, power outlet and switch outlet)</li> <li>j. Specs: Provide swatches for approval</li> </ul>	1	Lot
7.	<p><b>Supply, Fabrication and Installation of Storage Room.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Floor Finish.</li> <li>b. Low Wall Partition Height - 2.30mts</li> <li>c. Supply Room A - (+6.00sqm.)</li> <li>d. Supply Room B - (+6.00sqm.)</li> <li>e. Fully Painted</li> <li>f. Slab Soffit - Fully Painted Slab Soffit</li> <li>g. With Doors, Door Jambs, hinges and locksets</li> <li>h. Flooring - Concrete Finish Flooring</li> <li>i. Complete Electricals (lightings, power outlet and switch outlet)</li> <li>j. Specs: Provide swatches for approval</li> </ul>	1	Lot
8.	<p><b>Supply, fabrication and Installation of Legal Divisions.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Floor Finish.</li> <li>b. Low Wall Partition Height - 2.30mts</li> <li>c. 3 - divisions (+315.00sqm)</li> <li>d. Fully Painted</li> <li>e. Slab Soffit - Fully Painted Slab Soffit</li> <li>f. With Doors, Door Jambs, hinges and locksets</li> <li>g. Vinyl Flooring or Self Leveling Epoxy</li> <li>h. Complete Electricals (lightings, power outlet and switch outlet)</li> <li>i. Specs: Provide swatches for approval</li> </ul>	1	Lot

**TERMS OF REFERENCE**

Supply of Labor and Materials for the Repair of  
OSG Offices for the Relocating Divisions and Services to Convergys One Building

9.	<p><b>Supply, Fabrication and Installation of ASG Room.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior to for Floor Finish.</li> <li>b. Low Wall Partition Height – 2.30mts</li> <li>c. 3 – ASG Rooms (+-30.00sqm)</li> <li>d. Fully Painted</li> <li>e. Slab Soffit – Fully Painted Slab Soffit</li> <li>f. With Doors, Door Jambs, hinges and locksets</li> <li>g. Vinyl Flooring or Self Leveling Epoxy</li> <li>h. Complete Electricals (lightings, power outlet and switch outlet).</li> <li>i. Specs: Provide swatches for approval</li> </ul>	1	Lot
10.	<p><b>Supply, Fabrication and Installation of Administrative Division.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Floor Finish</li> <li>b. Low Wall Partition Height – 2.30mts</li> <li>c. Area – (+-280.00sqm)</li> <li>d. Fully Painted</li> <li>e. Slab Soffit – Fully Painted Slab Soffit</li> <li>f. With Doors, Door Jambs, hinges and locksets</li> <li>g. Vinyl Flooring or Self Leveling Epoxy</li> <li>h. Complete Electricals (lightings, power outlet and switch outlet).</li> <li>i. Specs: Provide swatches for approval</li> </ul>	1	Lot
11.	<p><b>Supply, Fabrication and Installation of Human Resources Management Division.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Floor Finish</li> <li>b. Low Wall Partition Height – 2.30mts</li> <li>c. Area – (+-200.00sqm)</li> <li>d. Fully Painted</li> <li>e. Slab Soffit – Fully Painted Slab Soffit</li> <li>f. With Doors, Door Jambs, hinges and locksets</li> <li>g. Vinyl Flooring or Self Leveling Epoxy</li> <li>h. Complete Electricals (lightings, power outlet and switch outlet).</li> <li>i. Specs: Provide swatches for approval</li> </ul>	1	Lot
12.	<p><b>Supply, Fabrication and Installation of Library and Legal Resources Division.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Floor Finish.</li> <li>b. Low Wall Partition Height – 2.30mts</li> <li>c. Area – (+-75.00sqm)</li> <li>d. Fully Painted</li> <li>e. Slab Soffit – Fully Painted Slab Soffit</li> <li>f. With Doors, Door Jambs, hinges and locksets</li> <li>g. Vinyl Flooring or Self Leveling Epoxy</li> <li>h. Complete Electricals (lightings, power outlet and switch outlet).</li> <li>i. Specs: Provide swatches for approval</li> </ul>	1	Lot
13.	<p><b>Supply, Fabrication and Installation of Case Management Service.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Flooring Finish.</li> <li>b. Low Wall Partition Height – 2.30mts</li> </ul>	1	Lot

**TERMS OF REFERENCE**

Supply of Labor and Materials for the Repair of  
OSG Offices for the Relocating Divisions and Services to Convergys One Building


	<ul style="list-style-type: none"> <li>c. Area - (+-200.00sqm)</li> <li>d. Fully Painted</li> <li>e. Slab Soffit - Fully Painted Slab Soffit</li> <li>f. With Doors, Door Jambs, hinges and locksets</li> <li>g. Vinyl Flooring or Self Leveling Epoxy</li> <li>h. Complete Electricals (lightings, power outlet and switch outlet).</li> <li>i. Specs: Provide swatches for approval</li> </ul>		
14.	<p><b>Supply, Fabrication and Installation of Docket Management Service.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Floor Finish</li> <li>b. Low Wall Partition Height - 2.30mts</li> <li>c. Area - (+-490.00sqm)</li> <li>d. Fully Painted</li> <li>e. Slab Soffit - Fully Painted Slab Soffit</li> <li>f. With Doors, Door Jambs, hinges and locksets</li> <li>g. Vinyl Flooring or Self Leveling Epoxy</li> <li>h. Complete Electricals (lightings, power outlet and switch outlet).</li> <li>i. Specs: Provide swatches for approval</li> </ul>	1	Lot
15.	<p><b>Supply, Fabrication and Installation of Directors Office in HRMD, CMS and DMS.</b></p> <ul style="list-style-type: none"> <li>a. Preparation of substrate. Chipping/Grinding/ and other works prior for Flooring Finish.</li> <li>b. Low Wall Partition Height - 2.30mts</li> <li>c. Area - (+-15.00sqm)</li> <li>d. Fully Painted</li> <li>e. Slab Soffit - Fully Painted Slab Soffit</li> <li>f. With Doors, Door Jambs, hinges and locksets</li> <li>g. Vinyl Flooring or Self Leveling Epoxy</li> <li>h. Complete Electricals (lightings, power outlet and switch outlet).</li> <li>i. Specs: Provide swatches for approval</li> </ul>	1	Lot
16.	<p><b>Supply, Fabrication and Installation of Electricals</b></p> <ul style="list-style-type: none"> <li>a. Power Outlet and Telephone LAN for every lawyer</li> <li>b. Power Outlet and Telephone LAN for every legal Secretary</li> <li>c. Power Outlet and Telephone LAN for every ASG Secretary</li> <li>d. Power Outlet for Every HRMAS, CMS, DMS Employee</li> <li>e. At least 4 Telephone Outlet for HRMAS, CMS and DMS</li> <li>f. Power Outlet and Telephone LAN for ASG ROOM and Directors Office - 4 set</li> <li>g. Power Outlet for Photo Copier Machine, Printer and Scanner (will be based on CMS location reflected on approved Layout)</li> <li>h. Power Outlet for WIFI (will be based on CMS location reflected on approved Layout)</li> <li>i. Power Outlet for Data Cabinet (will be based on CMS location reflected on approved Layout)</li> <li>j. Spare Power Outlet for every Legal Divisions and ASG Room - 4 set each</li> <li>k. Power Outlet for all Filing and Storage - 2 sets each filing room</li> <li>l. Switch Outlet for all Filing and Storage - 1 sets each filing room</li> <li>m. Refrigerator power outlet, Microwave Oven Outlet, Water</li> </ul>	1	Lot

**TERMS OF REFERENCE**

Supply of Labor and Materials for the Repair of  
OSG Offices for the Relocating Divisions and Services to Convergys One Building


	Dispenser Outlets for every Divisions n. Troffer lightings fixtures in sufficient quantities as indicated in approved plans o. Specs: Provide swatches for approval		
17.	<b>Supply, Fabrication and Installation of Male and Female Comfort Room in Divisions and Services.</b> a. Water Closet with Bidet b. Lavatory c. Tap d. Floor Drain e. Area – 1.70 f. Floor tiles – 1.70sqm (area) g. Wall tiles – 1.20mtrs (height) h. Exhaust fan with ducting thru tapping point i. Painted wall and ceiling	1	Lot
18.	<b>Supply, Relocation/Reposition and Installation of Fire Detection and Alarm System and Fire Protection System</b> a. Supply of Fire Extinguisher for every Division and Services b. Fire Exit Signage and Location Map c. Testing and Commissioning d. Warranty Certificate	1	Lot
19.	<b>Electricity Meter and Water Meter</b> a. Subject to the Lessor Requirements	1	Lot
20.	<b>Hauling of Debris, Cleaning the area after construction and deploying a QRT (Quick Response Team) prior for Turn Over.</b>	1	Lot
***END***			

**Technical Working Group for Repair of  
OSG Offices for the Relocated Offices at Convergys One Building:**

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


Members:

  
**JOEL N. VILLASERAN**  
Senior State Solicitor

  
**EDITHA R. BUENDIA**  
Director IV


**EMMANUEL EUMIR F. SONGCUYA II**  
Associate Solicitor III

**CHRISTIAN V. URBINA**  
Associate Solicitor III

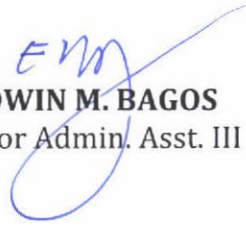
  
**AMELITO V. DUCUT**  
Information Technology III

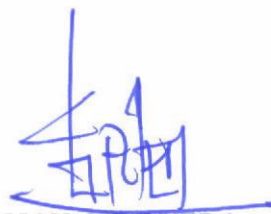
**ARTEMIO A. ESTOQUE, JR.**  
Chief Administrative Officer

**VIOLETA G. NIAGA**  
Senior Admin. Asst. V

  
**ROCAINA S. MANDANGAN**  
Administrative Officer IV

  
**MA. ERIKA G. ATAD**  
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