

Republic of the Philippines
Office of the Solicitor General

SUPPLY AND LABOR FOR THE REPAIR AND RENOVATION OF THE RENTED OFFICES OF SIX (6) LEGAL DIVISIONS LOCATED AT APMC BUILDING AND MONTEPINO BUILDING EXTENSION OFFICES OF THE OFFICE OF THE SOLICITOR GENERAL (OSG)

A. TERMS OF REFERENCE

The OSG intends to repair and renovate the offices of six (6) legal divisions, located at APMC Building, 136 Amorsolo St. and Montepino Building, 138 Amorsolo St. corner Gamboa St., Legaspi Village, San Lorenzo, Makati City, which are its rented offices adjacent to the OSG Main Building.

The OSG shall employ the services of a **CONTRACTOR** to provide labor and materials for the repair/renovation of said offices:

1. The Approved Budget for the Contract (ABC) for the repair/renovation is **Php5,600,000.00**, including 12% VAT and payment for the business and other permits required for this project, which shall be applied for and obtained by the **CONTRACTOR**.
2. The **CONTRACTOR** may request an advance payment as mobilization funds in the amount not exceeding **15%** of the contract price, upon submission to and acceptance by the OSG of an irrevocable letter of credit of equivalent value. The balance is subject to progress payments under the following conditions:
 - a) The **CONTRACTOR** shall submit a Statement of Work Accomplished (SWA), subject to the verification and certification by the OSG.
 - b) The first progress payment shall only be paid to the **CONTRACTOR** upon completion of the twenty percent (20%) of the work, as certified by the building administrator, inspection committee, and end-user or its representative.
 - c) The progress payment is subject to the retention of ten percent (10%) of the total amount due the contractor and shall be retained from every progress payment until the fifty percent (50%) of the value of work, as determined by the OSG, is completed. If after 50% of the value of work is completed, and the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the 10% retention shall be imposed. The total retention money shall be released upon the final acceptance by the OSG of the work.
3. The OSG shall check/inspect the **CONTRACTOR's** works upon every submission of SWA and shall notify the **CONTRACTOR** of any defect/s that will be found. The **CONTRACTOR** shall immediately correct/repair the notified defect/s at the **CONTRACTOR's** expense and without additional costs to the original contract amount.