



**PROJECT** : PROPOSED REPAIR OF VARIOUS BANK PREMISES AT DBP  
DIPOLOG BRANCH  
**LOCATION** : NATIONAL HIGHWAY, TURNO, DIPOLOG CITY  
**SUBJECT** : SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

**MODE OF PROCUREMENT: PUBLIC BIDDING**

**I. APPROVED BUDGET FOR THE CONTRACT (ABC): ONE MILLION FORTY SIX THOUSAND FIVE HUNDRED FORTY SEVEN AND 42/100 (P1,046,547.42)**

**II. SCOPE OF WORKS**

The Contractor shall hold all obligations, duties and responsibilities necessary to the successful completion of the contract assigned to or be undertaken by the Contractor including all labor, materials, equipment and services, other incidentals and furnishings thereof in accordance with the drawings, specifications and all addenda prepared by the Development Bank of the Philippines (DBP).

**MAJOR WORKS ARE INCLUDED:**

**1. GENERAL REQUIREMENTS**

- 1.1 Processing of building and occupancy permits (including professional fees) – provide Office of the Building Official (OBO) approved, signed and sealed copies of plan, original copies of permits and official receipt to DBP; advice DBP prior to inspection date of OBO.
- 1.2 CARI (Contractor's All Risk Insurance)
- 1.3 Complete sets of as built plan (3 sets signed and sealed) with CAD file
- 1.4 Temporary utilities (water and power consumption) and facilities
- 1.5 Mobilization/Demobilization (inclusive of freight cost)
- 1.6 Temporary enclosure
- 1.7 Health and Safety (rental of PPE and safety signages refer to DOLE D.O. No.18 Series of 2020)
- 1.8 Compliance to COVID-19 protocols (refer to DPWH D.O. No.30 Series of 2021)

**2. SITE WORKS**

- 2.1 General cleaning (regular daily cleaning schedule and general cleaning prior to turn-over of project) and hauling of debris (weekly schedule or if necessary and secure hauling permit/passes)
- 2.2 Dismantling of existing roof panels

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1. The Contractor shall secure and pay all required permits fees, licenses and taxes and comply with all laws and local ordinances and related government and private regulations in connection with the project. Included herein are signing of construction plans for processing of necessary permits.
2. The Contractor must submit Gantt Chart / PERT/CPM, Construction Schedule reflecting all activities needed to complete the project, their sequence and duration.
3. The Contractor's coordinator, supervisor/leadman, safety officer and workers are required to attend a briefing to fully discuss the guidelines and other concerns, prior to commencement of work to be conducted by the Physical Security Office.
4. The Contractor must have a bonafide Safety Officer at the project site at all times.
5. The Contractor must submit samples of materials/fixtures for approval by DBP before fabrication/installation.
6. Defective works and materials will be rejected by DBP at any time before the final acceptance of the work and rebuild/replace in accordance with the plan and specifications with the resulting expenses chargeable to his account.
7. The Contractor must employ a competent supervisor acceptable to the DBP who will supervise the work on a full time basis.
8. The Contractor must not employ minor workers and will hire qualified and competent equipment operators.
9. The Contractor must complete all works within **forty five (45) calendar days**; reckoned from the date of winning bidder upon issuance of Building Construction Permit for the **PROPOSED REPAIR OF VARIOUS BANK PREMISES AT DBP DIPLOG BRANCH**.
10. Employees are prohibited to use mobile phones on site during construction hours as it may cause distraction and impinge employees' spatial awareness, recognition of hazards and operation of dangerous equipment.
11. Use or presence of dangerous drugs and any form of non-prescription medications, alcoholic drinks as well as reporting to work under their influence are prohibited.
12. An employee on any type of prescription medication must notify his/her supervisor before starting work for the day. All employees on the jobsite are subject to drug testing for reasonable suspicion, as determined by the Contractor or the Bank. The Contractor is responsible for administering drug tests. Employees testing positive in a drug test will be terminated.

**III. OTHER WORKS AND REQUIREMENTS / CONDITIONS:**

4. **FINISHES**
    - 4.1 Painting of the following finishes:
      - 4.1.1 All areas related for the parapet wall
      - 4.2.1 Installation of the following floor finishes:
        - 4.2.1.1 600 mm x 600 mm white polished homogenous tiles
  3. **ROOFING WORKS**
    - 3.1 Repair and rehabilitation of roofing:
      - 3.1.1 Replacement of existing roof panels including Ridge roll, flashing etc.
      - 3.1.2 Re-application of roof sealant for roofing joints/connections
      - 3.1.3 Re-painting of roof panels using acrylic paint (color: green)
- Supply and installation/construction/fabrication of the following items including all necessary accessories and miscellaneous/consumables to complete the intent of the plan and specification:

13. Smoking on construction premises is prohibited at all times. No horseplay will be tolerated and No fighting. All involved will be subject to being removed from the site.
14. No firearms or weapons are allowed on the job site.
15. Employees shall work fully-clothed or Contractor may provide them uniforms and with proper identification (I.D.). Sleeveless shirts, tank tops, half shirts **are not** permitted.
16. Hard hats meeting ANSI standard specifications are required for all personnel requiring access to the job site. "Bump caps" are prohibited. ANSI standards are also adopted for Eye and Face protection, Hand and Arm protection equipment.
17. Employees must wear ear plugs and/or earmuffs while working in areas posted with noise warning signs, or while working with or near tools or equipment which generate sufficient noise to make normal conversation difficult.
18. Contractors must ensure that there is adequate supply of drinking water for their employees and must provide single use cups.
19. All trash, debris, including hazardous waste (spills) must be removed from the immediate work area as the work progresses and should be placed in trash bags, sacks or appropriate container before disposal. DBP is an ISO 14001 certified bank and the contractor is required to observe and abide by its rules and regulations.
20. Upon completion of works, the contractor shall remove all temporary structures and surplus materials before leaving the premises. All old materials removed from the site shall be carefully piled up (in a manner accepted by DBP standards, including those that fall from Contractor's vehicles) and to be disposed by the Contractor.
21. The contractor shall be fully responsible for the safety of his men and clearly understands and agree that no employer-employee relationship shall exist between the contractor's men and the DBP. Any damage caused by the contractor or his men to any property of the DBP or injury or death to a third party shall be the sole responsibility of the contractor and the latter shall pay the cost or shoulder the burden thereof.
22. The DBP shall be free and made harmless from any and all kind of claims, damages, liabilities arising from the contractor's non-compliance with the requirement of the Workmen's compensation, Social Security and other labor laws.
23. Other terms, regulations and conditions shall follow the Revised IRR of R.A. 9184.

### III. WARRANTY:

1. From the time project construction commenced up to final acceptance, the contractor shall assume full responsibility for the following:
  - a. Any damage or destruction of the works except those occasioned by force majeure; and
  - b. Safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work.
2. One (1) year from project completion up to final acceptance or the defects liability period:
  - a. The contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the DBP has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, DBP shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

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<p>Amount of Warranty Security (Not less than the required percentage of the Total Contract Price)</p>	<p>Form of Warranty Security</p>
<p>Five percent (5%)</p>	<p>a) Cash or Letter of Credit issued by a Universal or Commercial Bank: Provided, however, That the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For bidings conducted by LGUs, the Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</p>
<p>Ten percent (10%)</p>	<p>b) Bank guarantee confirmed by a Universal or Commercial Bank.</p>

To guarantee that the contractor shall perform his responsibilities, it shall be required to post a warranty security in accordance with the following schedule:

V. PERFORMANCE SECURITY

- Notes:
- i. Attach official building permit issued by the local building officials.
  - ii. The winning bidder must open an account with DBP after the receipt of Notice of Award (NOA).

Billing Period	Percentage Project Completion
1 <sup>st</sup>	25% to 30%
2 <sup>nd</sup>	50% to 60%
3 <sup>rd</sup>	80% to 90%
4 <sup>th</sup>	100% (Final Payment)

DBP's manner of payment for the Contractor shall be on four **progress billings** depending on the determined percentage completion. Schedule of payments are as follows:

IV. PAYMENT:

- b. The defects liability period shall be covered by the Performance Security of the contractor required in Section V, which shall guarantee that the contractor performs his responsibilities stated in the immediately preceding Section. If the contractor fails to comply with its obligations under Section III.1 a, DBP shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any competitive bidding. All payables of the Government of the Philippines in his favor shall be offset to recover the costs.

For biddings conducted by LGUs, the bank draft/guarantee may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
c) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

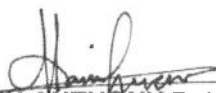
The warranty security shall be denominated in Philippine Pesos, remain effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by DBP, and returned only after the lapse of the said one (1) year period

#### VI. LIQUIDATED DAMAGES

All contracts executed in accordance with the R.A. 9184 and its IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Infrastructure Projects, the amount of the liquidated damages shall be **at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, DBP may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

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Prepared by:

  
**MARVIN ANTHONY D. LUCAS**  
 PDO II, PCMU-CFMD

Reviewed By

  
**AVP ARNEL C. TAJONERA**  
 Head, PCMU-CFMD

Endorsed by:

  
**VP ROMEO A. AGUILAR**  
 Head, Construction & Facilities Mgt. Dept.