



PROJECT : CONSTRUCTION OF CARPORT, STOCKROOM AND EXTERIOR CR OF DBP BALANGA BRANCH

LOCATION : DBP BUILDING, CAPITOL DRIVE, BARANGAY TENEJERO, BALANGA CITY, BATAAN

SUBJECT : SCOPE OF WORKS

The project shall cover the complete construction of the carport, stockroom and exterior comfort room of DBP Balanga Branch including the installation of necessary equipment, furniture, and fixtures.

I. APPROVED BUDGET FOR THE CONTRACT (ABC):

PESOS: ONE MILLION SEVEN HUNDRED FORTY-THREE THOUSAND SIX HUNDRED NINETY-FOUR AND 75/100 (P 1,743,694.75) INCLUSIVE OF ALL APPLICABLE TAXES.

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, including all labor, materials, equipment and services, other incidentals, i.e., bonds and insurance, contractor's all risk insurance (CARI); and furnishings thereof in accordance with the drawings, specifications and all addenda prepared by DBP.

Note: Refer to attached Working Drawings, Plans and Specifications **(Annex A)**.

III. OTHER WORKS AND REQUIREMENTS/CONDITIONS

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 regulations in connection with the project. *Included herein are sign and seal of plans for processing of necessary permits.*

Day 1 shall be reckoned twenty-one (21) days after receipt of Notice to Proceed (NTP) or upon receipt of Construction Permit issued by the Local Building Official, whichever comes first.

The Contractor must complete all works within **ninety (90) calendar days**.

2. The Contractor must submit PERT/CPM and Gantt Chart; Construction Schedule with S-curve reflecting all activities needed to complete the project, their sequence, duration and target percentage work accomplishment.
3. Authority to sign documents covering administrative matters in conducting business affairs of DBP including, but not limited to, the application of pertinent permits and/or licenses required on which may be required relative to the implementation of the project is designated to the Head of the Project Proponent (DBP Balanga Branch).

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4. 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 Security Services Department (SSD), DBP's Chief Safety Officer and Construction and Facilities Management Department (CFMD).
5. The Contractor shall designate or employ a Safety Officer (SO2 Category) to monitor and inspect any health or safety aspect of the construction with the participation of supervisors and workers per DOLE D.O. No. 198 s.2018.
6. The Contractor must submit sample/s of materials/fixtures, shop drawings, and brochures/specification sheets of devices/equipment for approval by DBP before purchase, fabrication and/or installation. All items must conform with the standards implemented by the Bureau of Philippine Standards of the Department of Trade and Industry (DTI-BPS).
7. Defective works and materials may 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 Contractor's account.
8. The Contractor shall designate or employ a full-time project coordinator that will supervise on-site works and activities.
9. 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.
10. 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 the manner stated in Item No. 9, including those that fall from Contractor's vehicles) and disposed by the Contractor.
11. 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.
12. 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.
13. The Contractor must turnover all equipment/operation manuals to DBP upon completion of the project.

IV. PAYMENT TERMS

DBP's manner of payment for the Contractor shall be in accordance with the IRR of RA 12009 which allows the release of the fifteen percent (15%) of the total contract price and four (4) progress billings depending on the determined percentage completion. Schedule of payments are tabulated as follows:

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Billing Period	Minimum Percentage Project Completion
First (1 st)	30%
Second (2 nd)	60%
Third (3 rd)	90%
Fourth (4 th)	100% (Final Payment)

- Notes:**
- i. The procuring entity shall deduct the following from the certified gross amounts to be paid to the Contractor as progress payment:
 - Cumulative value of the work previously certified and paid for.
 - Portion of the advance payment (15% mobilization fee) to be recouped.
 - Retention money (10% of total contract amount) in accordance with the condition of contract.
 - Appropriate/corresponding taxes.
 - ii. Official Building Permit issued by the Office of Building Official-LGU Balanga City shall be attached to Progress Billing No. 1.
 - iii. The winning bidder must open an account with DBP after the receipt of Notice of Award (NOA).

V. WARRANTY

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.

Further, neither the final certificate nor the final payment, nor any provision of the contract document shall relieve the Contractor of the responsibility for faulty materials and workmanship. It shall, moreover, remedy any defects thereof, and for any damages caused to other works resulting therefrom, within a period of one (1) year after the acceptance of works or the defects liability period.

VI. RETENTION MONEY

Progress payments are subject to retention of ten percent (10%). The total retention money shall be due for release upon final acceptance of works. The Contractor may, however, request the substitution of the retention money for each progress billing following the provisions stipulated in RA 12009.

VII. PERFORMANCE SECURITY

To guarantee the faithful performance of obligations, the winning bidder is required to post within ten (10) calendar days from receipt of Notice of Award, a performance security (to expire upon completion of the project) in any of the following forms and percentages:

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Forms of Performance Security	Minimum % of Contract Price
Cash, cashier's/manager's check issued by a Universal or Commercial Bank.	Ten Percent (10%)
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 of Commercial Bank, if issued by a foreign bank.	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)

VIII. LIQUIDATED DAMAGES

Once the contract duration expires, including any time extension duly granted, and the Contractor refuses or fails to satisfactorily complete the work, the DBP shall impose upon the Contractor in default liquidated damages. Liquidated damage is an amount equal to one tenth (1/10) of one (1) percent of the cost of the unperformed portion of works for every day of delay following the provisions stipulated in RA 12009.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the DBP may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

IX. DOCUMENTARY REQUIREMENTS

1. Valid and Current Certificate of PhilGEPS Registration (including Annex "A" or the List of Class "A" Eligibility Documents)
2. Valid Philippine Contractors Accreditation Board (PCAB) License:

Classification	General Building
Minimum License Category	D
Size Range	Small B

3. Gantt Chart/Construction Schedule with S-curve

Recommended by:

SAVP ALBERTO SANTIAGO A. BERMEJO
OIC, Construction and Facilities Management Department
(Per Sector Order No. 513 Dated 20 August 2025)

Approved by:

SVP RONALDO U. TEPORA
OIC, Procurement and Facilities Management Group
(Per Office Order No. 283 Dated 20 June 2025)