

# **PHILIPPINE BIDDING DOCUMENTS**

## **DREDGING AND RECLAMATION PROJECT AT PORT IRENE PHASE II**

Government of the Republic of the Philippines



January 2022

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract.

For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Terms, Abbreviations, and Acronyms*

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**Contractor** – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

**Foreign-funded Procurement or Foreign-Assisted Project** – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



REPUBLIC OF THE PHILIPPINES  
OFFICE OF THE PRESIDENT

Cagayan Economic Zone Authority

## INVITATION TO BID

### DREDGING AND RECLAMATION PROJECT AT PORT IRENE – PHASE II

The **Cagayan Economic Zone Authority (CEZA)**, through the General Appropriations Act (GAA) CY 2022 intends to apply the sum of **Two Hundred Twenty Eight Million Eight Hundred Forty Three Thousand Nine Hundred Ninety Five Pesos and 05/100 (₱ 228,843,995.05)** being the Approved Budget for the Contract (ABC) for the **Dredging and Reclamation Project at Port Irene – Phase II**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

CEZA now invites bids for the **Dredging and Reclamation Project at Port Irene – Phase II**. Project must be completed in **365 calendar days from receipt of Notice to Proceed**.

Bidders must have a track record of having completed a similar project **within the last ten (10) years from the date of submission and receipt of bids**. The description of an eligible bidder is contained in the Bidding Documents, particularly, in **Section II. Instructions to Bidders**.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass and fail” criteria as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

Interested bidders may obtain further information from the **BAC Secretariat** of CEZA and inspect the Bidding Documents at the address stated hereunder during **8:00 AM to 5:00 PM Monday to Friday**.

A complete set of Bidding Documents may be purchased by interested Bidders on **January 06, 2022 to January 26, 2022** from the address stated hereunder and upon payment of a nonrefundable fee for the Bidding Documents in the amount of **₱ 50,000.00**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the CEZA website at [www.ceza.gov.ph](http://www.ceza.gov.ph), provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

CEZA will hold a **Pre-Bid Conference** on **January 14, 2022, 10:00 AM** at CEZA Mandaluyong Office, 10<sup>th</sup> Floor, Greenfield Tower, Mayflower St. cor. Williams St., Greenfield District, Brgy. Highway Hills, Mandaluyong City, which shall be open to all prospective bidders. All prospective bidders are advised to join the Pre-Bid conference via Zoom which will be posted on CEZA website before 10:00 AM, January 14, 2022.

Bids must be duly received by the BAC Secretariat at the CEZA Mandaluyong Office, 10<sup>th</sup> Floor, Greenfield Tower, Mayflower St. cor. Williams St., Greenfield District, Brgy. Highway Hills, Mandaluyong City on or before **January 26, 2022, 5:00 PM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the **ITB Clause 18**.

**Bid opening** shall be on **January 27, 2022, 10:00 AM** at BAC Room, CEZA Mandaluyong Office, 10<sup>th</sup> Floor, Greenfield Tower, Mayflower St. cor. Williams St., Greenfield District, Brgy. Highway Hills, Mandaluyong City. Bids will be opened in the presence of the Bidders’ representatives who choose to attend at the address above stated or via Zoom. Late bids shall not be accepted.

CEZA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

**The BAC SECRETARIAT**

CEZA Mandaluyong Office

10<sup>th</sup> Floor, Greenfield Tower, Mayflower St. cor. Williams St., Greenfield District,

Brgy. Highway Hills, Mandaluyong City

Telephone Number: +632 8291-2704 to 08

bacsecretariat@ceza.gov.ph

You may visit the following websites: [www.ceza.gov.ph](http://www.ceza.gov.ph) or [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

For downloading of Bidding Documents: [www.ceza.gov.ph](http://www.ceza.gov.ph) or [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

January 06, 2022

(Sgd.) **DHART E. CARPIO**  
BAC Chairperson

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

Note: Please refer to the updated Forms (e.g. Omnibus Sworn Statement, Bid Form, etc.) as prescribed by the GPPB. [gppb.gov.ph/downloadables.php](http://gppb.gov.ph/downloadables.php)

## 1. Scope of Bid

The **Cagayan Economic Zone Authority (CEZA)** invites Bids for the **Dredging and Reclamation Project at Port Irene – Phase II**, with Project Identification Number CEZA\_CW\_01-01-2022.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for General Appropriations Act (GAA) CY 2022 in the amount of **Two Hundred Twenty Eight Million Eight Hundred Forty Three Thousand Nine Hundred Ninety Five Pesos and 05/100 (₱ 228,843,995.05)**

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## **6. Origin of Associated Goods**

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

## **7. Subcontracts**

The Procuring Entity has prescribed that:

**Subcontracting is not allowed.**

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on **January 14, 2022, 10:00 AM** at the CEZA Mandaluyong Office, 10<sup>th</sup> Floor, Greenfield Tower, Mayflower St. cor. Williams St., Greenfield District, Mandaluyong City and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

**IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **11. Documents Comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Alternative Bids**

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

## **13. Bid Prices**

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

## **14. Bid and Payment Currencies**

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

## **15. Bid Security**

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until **May 27, 2022**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

Each Bidder shall submit three (3) copies of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy



of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **17. Deadline for Submission of Bids**

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **18. Opening and Preliminary Examination of Bids**

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet (BDS)**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.2	For this purpose, similar contracts shall refer to experience in undertaking flood control or dredging works.
7.1	Subcontracting is not allowed.
10.3	The contractor must have a valid PCAB License Medium B Category A for GE-2 (Irrigation or Flood Control) or GE-5 (Port, Harbor or Offshore Engineering) for the proposed project.
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <ul style="list-style-type: none"> <li>a. One (1) Project Manager - Licensed Civil Engineer with at least five (5) year experience</li> <li>b. One (1) Project Engineer - Licensed Civil Engineer with at least five (5) year experience</li> <li>c. One (1) Safety Officer that had attended at least 40 hours of Construction Occupational Safety and Health (COSH) training from DOLE and with at least one (1) year experience</li> <li>d. Two (2) Certified Scuba Divers with at least one (1) year experience</li> <li>e. One (1) Surveyor, A Licensed Geodetic Engineer with at least one (1) year experience</li> <li>1. One (1) Foreman with at least five (5) year experience</li> </ul>
10.5	<p>The minimum capacity of major equipment are the following:</p> <ul style="list-style-type: none"> <li>a. Survey Equipment <span style="float: right;">1 unit</span></li> <li>b. Motorized Banca (at least 4-person capacity) <span style="float: right;">1 unit</span></li> <li>c. Scuba Equipment <span style="float: right;">2 sets</span></li> <li>d. Dredging Equipment/Barges <span style="float: right;">1 lot</span> <ul style="list-style-type: none"> <li>Power: 1400hp total installed</li> <li>150hp cutter</li> <li>275hp cutter (with aux power pack)</li> </ul> </li> <li style="padding-left: 40px;">Suction Cutter: 400 cu.m per hour</li> <li>e. Lattice Crane 40ton cap <span style="float: right;">1 unit</span></li> <li>f. Payloader 160 hp, 2.3 cu.m. bucket cap <span style="float: right;">2 units</span></li> <li>g. Bulldozer 125hp <span style="float: right;">2 units</span></li> <li>h. Road Grader 140-160hp <span style="float: right;">2 units</span></li> <li>i. Dumptruck (10 Wheeler) 19cu.m. cap <span style="float: right;">6 units</span></li> <li>j. Vibratory Compactor 8tons cap <span style="float: right;">2 units</span></li> <li>k. Backhoe 1.0 cu.m. cap <span style="float: right;">2 units</span></li> <li>l. Low bed truck 40-80 ton cap <span style="float: right;">1 unit</span></li> </ul>
12	Additional submittal in the first envelope during opening of bids.

	<ol style="list-style-type: none"> <li>1. Dredging and disposal methodology;</li> <li>2. Certificate of site inspection with Inspection Report;</li> <li>3. Construction schedule and S-curve;</li> <li>4. Manpower schedule;</li> <li>5. Construction methods;</li> <li>6. Equipment utilization schedule; and</li> <li>7. Other requirements provided in the Scope of Works</li> </ol>
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>₱ 4,576,879.90</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>₱ 11,442,199.75</b> if bid security is in Surety Bond.</li> </ol>
19.2	Not applicable.
20	Other relevant government required permits and licenses.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

## 2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

## 3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

## 4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

## **5. Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

## **7. Warranty**

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

## **8. Liability of the Contractor**

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## **9. Termination for Other Causes**

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.



## **10. Dayworks**

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

## **11. Program of Work**

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

## **13. Advance Payment**

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

## **14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

## **15. Operating and Maintenance Manuals**

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# Special Conditions of Contract

GCC Clause	
2	The intended completion date is <b>Three Hundred Sixty-five (365) Calendar Days</b> from project start date.
4.1	The Start Date is within seven (7) Calendar days upon receipt of Notice to proceed, or as determined by the Procuring Entity.
6	The site investigation reports are: Narrative report supported by photographs with geotagging
7.2	Five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fifteen (15) days of delivery of Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is ten (10%) of total Contract amount.
13	The amount of the advance payment is fifteen (15%) of total Contract Price and payable in lump sum.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which "as built" drawings are required fourteen (14) calendar days before the completion of the Project.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 10% of contract amount.

## *Section VI. Specifications*

### **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted

subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

## *Section VII. Drawings*

**Refer to Annex B – Proposed Layout Plan**

## *Section VIII. Bill of Quantities*

### **Notes on the Bill of Quantities**

#### **Objectives**

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

#### **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).



The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

### **Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

## ***Section IX. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;  
**And**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**And**
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;  
**and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS);

**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

- (l) Additional submittal in the first envelope during opening of bids
  - a. Dredging and disposal methodology;
  - b. Certificate of site inspection with Inspection Report;
  - c. Construction schedule and S-curve;
  - d. Manpower schedule;
  - e. Construction methods;
  - f. Equipment utilization schedule; and
  - g. Other requirements provided in the Scope of Works
  
- (m) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (n) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

***Class "B" Documents***

- (o) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- (p) Original of duly signed and accomplished Financial Bid Form; **and**

*Other documentary requirements under RA No. 9184*

- (q) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (r) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (s) Cash Flow by Quarter.

## **ANNEX A**

### **SCOPE OF WORKS**

#### **DREDGING AND RECLAMATION PROJECT AT PORT IRENE – PHASE II**

##### **I. Project Description**

1. The Cagayan Economic Zone Authority (CEZA) has commenced with the Retrofitting Works of Port Irene at Brgy. Casambalangan, Sta. Ana, Cagayan in order to improve the existing berthing capacity of the port facility. Complimentary with this undertaking is the Dredging and Reclamation Project at Port Irene in support of the proposed development of the Cagayan Special Economic Zone and Freeport (CSEZFP), particularly on the Rehabilitation and Development of Port Irene. The main objective of the dredging at Port Irene is for it to serve as a full-service modern container transshipment terminal for the Luzon – South China growth area. The project will complement the other development areas like the San Vicente Wharf and Causeway (Roro Port), the construction and operation of the Lallo International Airport at Municipality of Lallo and the development of various development areas within the Zone.
2. In compliance with Presidential Decree No. 1586 entitled “Establishing the Philippine Environmental Impact Statement (EIS) System”, projects or undertakings that includes dredging at Port Irene should be assessed of its impacts to the environment and to ensure that such effects are addressed by appropriate environmental protections and measures. This process is accomplished through the issuance of Environmental Compliance Certificate (ECC) by the Environmental Management Bureau (DENR-EMB).
3. The Cagayan Economic Zone Authority wishes to engage the services of a duly licensed and experienced contractor to undertake the Dredging Project at Port Irene as well as to prepare the requirements needed to secure the needed ECC, and payment of any applicable fees and charges.

##### **II. Objectives**

1. To increase the vessel handling capability of Port Irene from the present 12,000 GRT/136 Meters LOA to 40,000 GRT/170 Meters LOA.
2. The efficient utilization of Port Irene will depend on the above-mentioned activities for the Dredging Project at Port Irene and the acquisition of all necessary environmental clearances. For this reason, all requirements for securing ECCs’ shall be in accordance with the Implementing Rules and Regulations of PD 1586 specifically DENR

Administrative Order No. 30 Series of 2003 (DAO 03-30) and its related and applicable issuances.

3. This Scope of Work (SOW) shall serve as guide to all interested eligible and qualified bidders for the Dredging at Port Irene, transport and disposal of dredged materials (loading, hauling, unloading, spreading, levelling, and compaction) at CEZA Global City and procurement of ECC and other related permits/clearances.

### **III. Scope of Work**

The scope of work includes but not limited to the following activities:

1. Marine Resource Inventory (MRI) study preparations.
2. Applications, consultations, payments of EMB-DENR fees, testing fees, public hearings of stakeholders, conduct of extensive studies on the impact of the project on the surrounding environment, hydro-surveys and underwater photography and all other activities involve in the securing of permits.
3. Preparation and submission of Dredging Plan, Environmental Performance Report and Management Plan (EPRMP), Environmental Monitoring Plan (EMoP), Project Environmental Monitoring and Audit Scheme (PEMAPS) Questionnaire, Impact Management Plan and Municipal or Barangay Resolution.
4. Present and defend all of the above-mentioned reports and studies before the members of the Environmental Impact Assessment Review Committee (EIARC) and EIA Inter-agency Resource Persons.
5. Submit to CEZA the required Area Clearance and approved ECC in five (5) copies each of all documents (1 - original and 4 – clear photocopies in hardbound cover).
6. Installation of two (2) billboards at the project site.
7. Conduct seabed profile survey to include Geotechnical Investigation, Engineering Geological and Geohazard Assessment Report (EGGAR) if applicable, Climate Change Adaptation Strategy, Hydrographic, Topographic and Bathymetric plans and maps.
8. Dredging and disposal of dredged materials (loading, hauling, unloading, spreading, levelling, and compaction) within the defined metes and bounds of Port Irene.
9. Transport and disposal of dredged materials (loading, hauling, unloading, spreading, levelling, and compaction) at a precise geographic area at CEZA Global City.

Note: In case there is amendment to the issued ECC, the contractor must comply with the additional requirements for Phase II project.

### **IV. Performance Specifications and Parameters**

The Contractor shall:

1. Be responsible for the submission of documents and accomplishment of the activities as mentioned in Section III “Scope of Work”.
2. Hire and pay professionals, technicians, laborers and needed workers and provide them with necessary equipment, vehicles and tools.

3. Pay all necessary fees including laboratory and testing.
4. Coordinate with the Philippine Coast Guard (PCG) and/or other concerned agencies for the identification of appropriate transfer site for unsuitable dredged materials if applicable.
5. Secure and submit to CEZA the required Area Clearance and Environmental Compliance Certificate after the receipt of the Notice to Proceed (NTP).
6. Install two (2) billboards of 1/2" x 4' x 8' marine plywood at the entrance gates printed with the suggested statement as mentioned in the terms and condition of the issued ECC.
7. Conduct seabed profile survey to include Geotechnical Investigation, Engineering Geological and Geohazard Assessment Report (EGGAR) if applicable, Climate Change Adaptation Strategy, Hydrographic, Topographic and Bathymetric plans and maps.
8. Dredging and disposal of dredged materials (loading, hauling, unloading, spreading, levelling, and compaction) within the defined metes and bounds of Port Irene.
9. Transport and disposal of dredged materials (loading, hauling, unloading, spreading, levelling, and compaction) at a precise geographic area at CEZA Global City.
10. In case there is amendment to the issued ECC, the contractor must comply with the additional requirements for Phase II project.

The Proponent shall:

1. Provide the Contractor the necessary data, plans, feature of the project and all other documents in its possession related to the preparation of these studies.
2. Release fifteen percent (15%) of the project cost upon the issuance of Notice to Proceed and progressive payment during the course of reclamation thru dredging works and the final payment of one hundred percent (100%) upon completion.
3. Provide representative/s during the conduct of EIARC review.
4. Provide technical supervisors during the conduct of dredging and disposal activities.

## **V. Qualifications of the Contractor**

The Contractor shall have the following qualifications:

1. PCAB License Medium B Category A for GE-2 (Irrigation or Flood Control) or GE-5 (Port, Harbor or Offshore Engineering) and Security and Exchange Commission (SEC) or the Department of Trade and Industry (DTI).
2. With valid Mayor's Permit.
3. Experience in undertaking flood control and dredging works within the last five years from the last day of submission of bid.
4. Has the necessary equipment needed for the dredging and flood control works.
5. The prospective bidder must have a Certificate of Site Inspection issued by the Engineering Division of the Cagayan Economic Zone Authority.

6. The prospective bidder must submit a Site Inspection Report noted by Engineer Julian Jovy B. Gonzales.

## **VI. Personnel and Manpower Requirements**

The Contractor shall provide and deploy personnel upon commencement of activities. These shall include as follows:

2. One (1) Project Manager - Licensed Civil Engineer with at least five (5) year experience
3. One (1) Project Engineer - Licensed Civil Engineer with at least five (5) year experience
4. One (1) Safety Officer that had attended at least 40 hours of Construction Occupational Safety and Health (COSH) training from DOLE and with at least one (1) year experience
5. Two (2) Certified Scuba Divers with at least one (1) year experience
6. One (1) Surveyor, A Licensed Geodetic Engineer with at least one (1) year experience
7. One (1) Foreman with at least five (5) year experience

## **VII. Equipment Requirements**

The Contractor must have the following equipment to be used in the project:

Kind of Equipment	Number
1. Survey Equipment	1 unit
2. Motorized Banca (at least 4-person capacity)	1 unit
3. Scuba Equipment	2 sets
4. Dredging Equipment/Barges	1 lot
Power: 1400hp total installed	
150hp cutter	
275hp cutter (with aux power pack)	
Suction Cutter: 400 cu.m per hour	
5. Lattice Crane 40 ton capacity	1 unit
6. Pay Loader 160 hp, 2.3 cum cap	2 units
7. Bulldozer 215hp	2 units
8. Road Grader 140-160 hp cap	2 units
9. Dumptruck (10 Wheeler) 19 cum cap	6 units
10. Vibratory Compactor 8 ton cap	2 units
11. Backhoe 1.0 cum cap	2 units
12. Low bed truck 40-80 ton cap	1 unit

## **VIII. Equipment and Facilities to be Provided by the Contractor**



The contractor shall provide for its own office space and office space for CEZA engineers. Supplies, office equipment, materials and transportation facilities such as service vehicle for the Engineers of CEZA shall likewise be provided by the Contractor. Temporary facilities for the contractor's workers shall likewise be provided by the contractor. Maintenance and other operating expenses of the said service vehicle shall be shouldered by the contractor during the duration for the completion of the project. Upon termination or expiration of the Contract, such office equipment, vehicles, supplies and materials shall be disposed of in accordance with the CEZA's instruction.

**IX. Reporting and Supervisory Relationship**

The contractor shall report to the Chief Executive Officer thru the Project Monitoring Team on technical and administrative matters.

**X. Time Schedule/Deliverable**

The Dredging and Reclamation Project at Port Irene - Phase II should be completed within Three Hundred Sixty-Five (365) calendar days upon receipt of Notice to Proceed (NTP) from CEZA.

## **ANNEX B**

### **Proposed Lay-out Plan**

TECHNICAL DESCRIPTION			UTM COORDINATES			PROPOSED AREA FOR BACKFILL			GEOGRAPHIC COORDINATES			GEOGRAPHIC COORDINATES		
LINE	BEARING	DISTANCE	COR.	NORTHING	EASTING	COR.	NORTHING	EASTING	COR.	LATITUDE	LONGITUDE	COR.	LATITUDE	LONGITUDE
9-10	S.37-40E.	29.26 M.				9	2034197.00	408156.87	1	18-23-42.44	122-07-58.46	11	18-23-44.72	122-07-52.35
10-11	N.73-16E.	60.49 M.				10	2034173.84	408174.75	2	18-23-37.29	122-07-55.05	12	18-23-44.30	122-07-52.59
11-12	S.29-33E.	14.46 M.				11	2034191.26	408232.68	3	18-23-30.01	122-07-49.77	13	18-23-44.43	122-07-52.97
PROPOSED AREA FOR BACKFILL			PROPOSED AREA FOR BACKFILL			PROPOSED AREA FOR BACKFILL			PROPOSED AREA FOR BACKFILL			PROPOSED AREA FOR BACKFILL		
12-13	N.71-27E.	11.75 M.				12	2034178.68	408239.81	4	18-23-38.02	122-07-44.68	14	18-23-44.47	122-07-53.38
13-14	N.83-09E.	11.40 M.	1	2034120.94	408410.68	13	2034182.42	408250.95	5	18-23-42.88	122-07-40.13	15	18-23-44.15	122-07-54.94
14-15	S.77-01E.	47.67 M.	2	2033962.85	408310.30	14	2034183.78	408262.27	6	18-23-44.63	122-07-39.50	16	18-23-44.48	122-07-55.49
15-16	N.56-00E.	18.83 M.	3	2033739.69	408154.87	15	2034173.07	408308.72	7	18-23-45.87	122-07-46.11	17	18-23-44.15	122-07-55.90
16-17	S.49-25E.	15.88 M.	4	2033986.09	408006.02	16	2034183.60	408324.33	8	18-23-46.50	122-07-49.62			
17-1	S.55-12E.	91.69 M.	5	2034136.98	407873.25	17	2034173.27	408336.39	9	18-23-44.91	122-07-49.76			
1-2	S.32-40W.	187.80 M.	6	2034190.98	407855.12				10	18-23-44.13	122-07-50.38			
2-3	S.34-51W.	271.95 M.	7	2034227.83	408049.32									
3-4	N.31-08W.	287.87 M.	8	2034246.14	408152.20									
4-5	N.41-21W.	200.99 M.												
5-6	N.18-34W.	56.96 M.												
6-7	N.79-15E.	197.67 M.												
7-8	N.79-55E.	104.50 M.												
8-9	S.05-26E.	49.36 M.												



SUBDIVISION  
**PLAN**  
OF CEZA GLOBAL CITY  
FOR BACKFILLING  
AS PREPARED FOR  
CAGAYAN ECONOMIC ZONE AUTHORITY  
SITUATED IN THE

RURBAN CODE:  
BARANGAY OF: PUNTI  
MUN./CITY OF: STA. ANA  
PROVINCE OF: CAGAYAN  
ISLAND OF: LUZON  
CONTAINING AN AREA OF 156,801 SQ.M.

ZONE NO.  
PPCS-PTM/PRS 92  
BEARINGS : GRID/  
SCALE 1: 2000



C E R T I F I C A T I O N

I hereby certify that this is a true and correct plan of LOT 1 & 2 (LRA), Psd-365402 plotted, based from the technical description appearing on TCT No. T-122595 & TCT No. T-122596 (xerox copy) presented by the owner.

10-16-2018  
Date prepared

AVELINO T. NATIVIDAD  
GEODETIC ENGINEER  
Reg. Cert. No. 5569 Date 07/26/2001  
License No. \_\_\_\_\_ Date \_\_\_\_\_

Republic of the Philippines  
Department of Environment and Natural Resources

V E R I F I C A T I O N

I certify that this survey plan is verified and found to conform with survey returns/records on file in this office. THIS PLAN SHALL NOT BE USED FOR LAND REGISTRATION

DATE \_\_\_\_\_  
PURPOSE FOR REFERENCE ONLY.  
NOT INTENDED FOR COURT EXHIBITS.

CHIEF, REGIONAL SURVEYS DIVISION

Date Submitted \_\_\_\_\_  
ADDITIONAL INFORMATION AFTER DATE OF APPROVAL

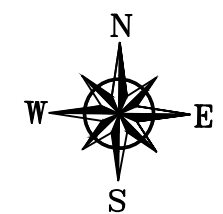
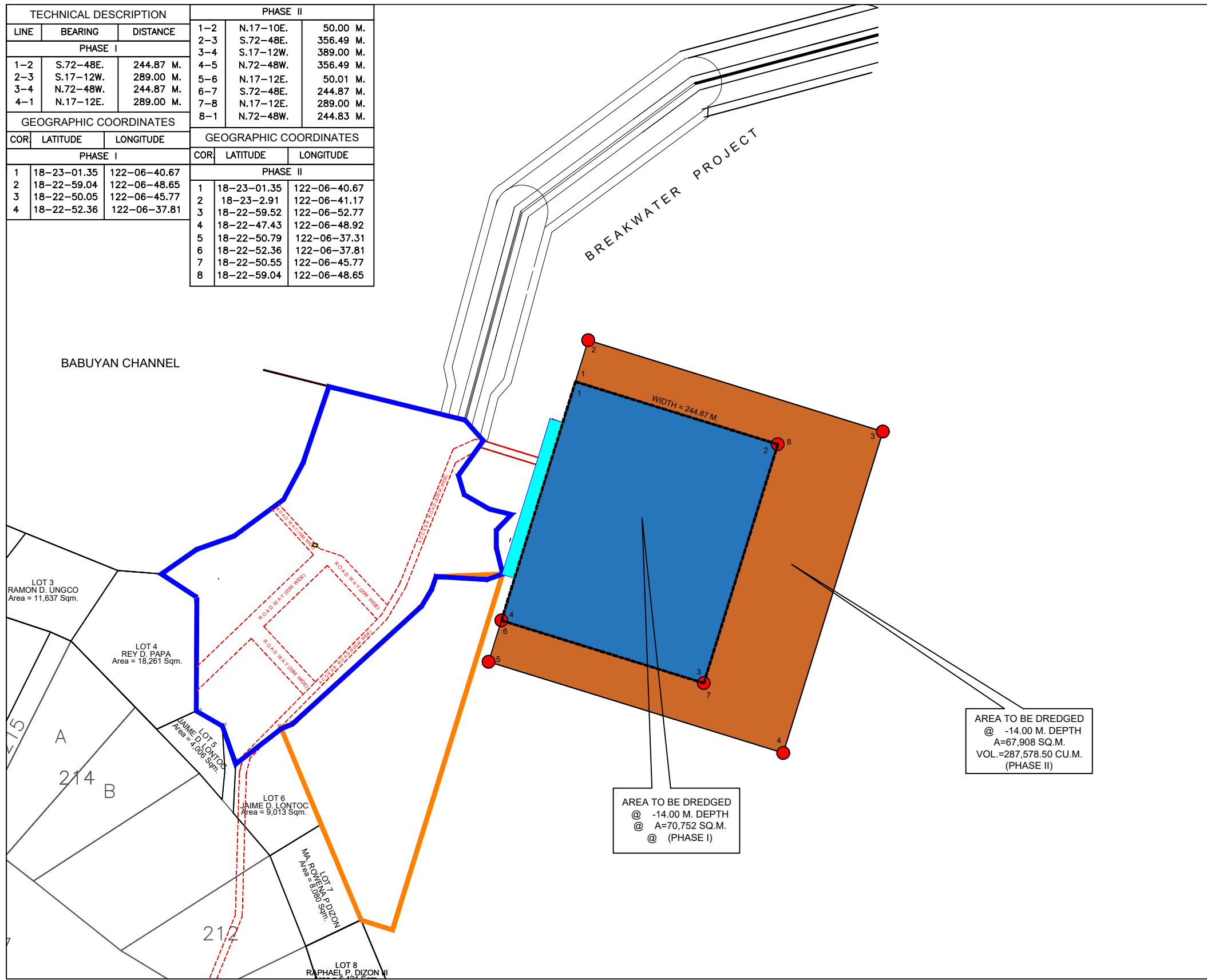
LEGEND:

AREA FOR BACKFILL; TOTAL AREA=156,801 SQ.M.

THIS SUBDIVISION PLAN WAS MADE BASED FROM THE MASTER PLAN PREPARED BY WOODFIELDS CONSULTANTS

VERIFICATION FEE  
Paid Under  
O.R. No. \_\_\_\_\_  
Date : \_\_\_\_\_  
\_\_\_\_\_ Lot/s \_\_\_\_\_ Corners

TECHNICAL DESCRIPTION			PHASE II		
LINE	BEARING	DISTANCE	1-2	N.17-10E.	50.00 M.
PHASE I			2-3	S.72-48E.	356.49 M.
1-2	S.72-48E.	244.87 M.	3-4	S.17-12W.	389.00 M.
2-3	S.17-12W.	289.00 M.	4-5	N.72-48W.	356.49 M.
3-4	N.72-48W.	244.87 M.	5-6	N.17-12E.	50.01 M.
4-1	N.17-12E.	289.00 M.	6-7	S.72-48E.	244.87 M.
GEOGRAPHIC COORDINATES			7-8	N.17-12E.	289.00 M.
COR	LATITUDE	LONGITUDE	COR	LATITUDE	LONGITUDE
PHASE I			PHASE II		
1	18-23-01.35	122-06-40.67	1	18-23-01.35	122-06-40.67
2	18-22-59.04	122-06-48.65	2	18-23-2.91	122-06-41.17
3	18-22-50.05	122-06-45.77	3	18-22-59.52	122-06-52.77
4	18-22-52.36	122-06-37.81	4	18-22-47.43	122-06-48.92
			5	18-22-50.79	122-06-37.31
			6	18-22-52.36	122-06-37.81
			7	18-22-50.55	122-06-45.77
			8	18-22-59.04	122-06-48.65



**PLAN**  
 SHOWING EXISTING DEVELOPMENT  
 WITHIN PORT IRENE  
 & AREA TO BE DREDGED  
 (PHASE I & II)  
 CONTAINING AN AREA OF 141,504 SQ.M.  
 AS PREPARED FOR  
 CAGAYAN ECONOMIC ZONE AUTHORITY

SITUATED IN THE  
 RURBAN CODE :  
 BARANGAY : CASAMBALANGAN  
 MUN. / CITY OF : STA ANA  
 PROVINCE OF : CAGAYAN  
 ISLAND OF : LUZON

SCALE 1: 4000

PREPARED BY:  
 ENGR. AVELINO T. NATIVIDAD  
 Division Manager A

AREA TO BE DREDGED  
 @ -14.00 M. DEPTH  
 A=67,908 SQ.M.  
 VOL.=287,578.50 CU.M.  
 (PHASE II)

AREA TO BE DREDGED  
 @ -14.00 M. DEPTH  
 @ A=70,752 SQ.M.  
 @ (PHASE I)

**NOTE:**  
 FOR PHASE I, THE AVERAGE DEPTH AS PER ACTUAL SURVEY BY THE CEZA SURVEY TEAM IS -9.98 M. BELOW SEA LEVEL. THE TARGET DEPTH IS -14.00 M. BELOW SEA LEVEL. THE DEPTH TO BE DREDGED IS -4.02 M.  
 FOR PHASE II, THE AVERAGE DEPTH AS PER ACTUAL SURVEY BY THE CEZA SURVEY TEAM IS -9.77 M. BELOW SEA LEVEL. THE TARGET DEPTH IS -14.00 M. BELOW SEA LEVEL. THE DEPTH TO BE DREDGED IS -4.2348 M.

## **ANNEX C**

## Proposed Dredging and Reclamation Project at Port Irene - Phase2

Casambalangan, Sta. Ana, Cagayan

### SUMMARY OF BILL OF QUANTITIES

DESCRIPTION		QUANTITY	UNIT	UNIT COST	TOTAL COST
<b>FACILITIES FOR THE ENGINEER</b>					
A.1.1(8)	Provision of Field Office for the Engineer (Rental Basis)	12.00	mos.		
A.1.1(11)	Provision of Furnitures/ Fixtures, Equipment and Appliances for the Field Office for the Engineer	1.00	l.s.		
A.1.2(1)	Provision of 4x4 Pick-Up Type Service Vehicle for the Engineer	1.00	each		
A.1.4 (1)	Provision of Progress Photographs	1,000.00	each		
<b>OTHER GENERAL REQUIREMENTS</b>					
B.3	Permits and Clearances	1.00	l.s.		
B.4 (10)	Miscellaneous Survey and Staking	1.00	l.s.		
B.7	Occupational Safety and Health Program	1.00	l.s.		
B.9	Mobilization/ Demobilization	1.00	l.s.		
<b>DREDGING AND DISPOSAL</b>					
805	Dredging	287,578.50	cu.m.		
107	Dredge Material Disposal (Loading, Hauling, Unloading, Spreading, Levelling and Compaction)	287,578.50	cu.m.		
<b>TOTAL COST</b>					

