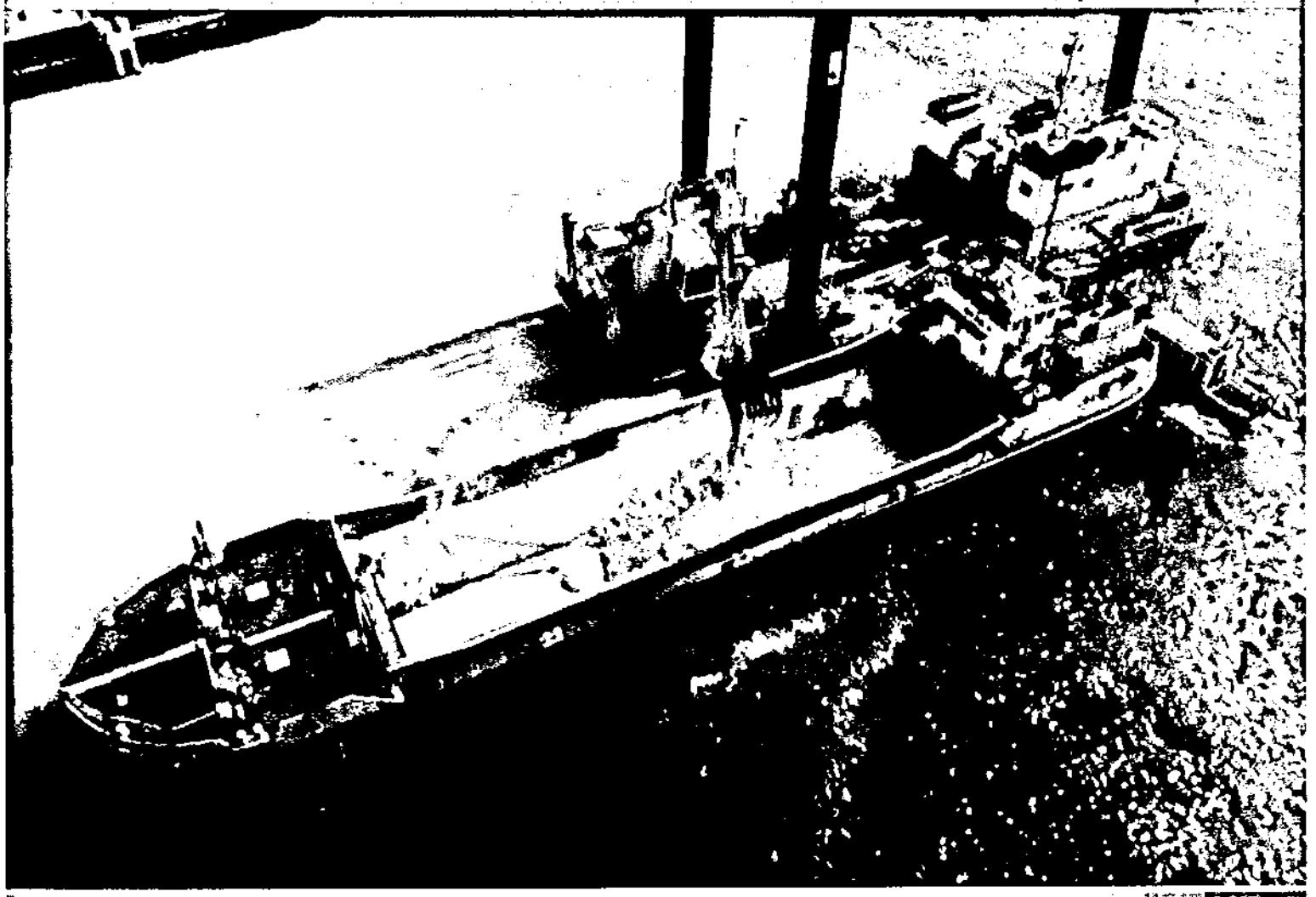
PHILIPPINE PORTS AUTHORITY

PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila

PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY



BID DOCUMENTS

DREDGING AND SURVEY DEPARTMENT

DSD-017-2024

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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

BAGONG PILIPINAS

PHILIPPINE PORTS AUTHORITY

INVITATION TO BID

FOR THE

PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2024, intends to apply the sum of **P96,492,502.76** being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY (DSD-017-24).** Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority now invites bids for the above Procurement Project. Completion of the Works is required in **Two Hundred Seventy Two (272) calendar days** from the receipt by the successful bidder of the Notice to Proceed. Bidders should have completed a contract similar to the Project. 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/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

Interested bidders may obtain further information from the Philippine Ports Authority Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **30 October 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **FIFTY THOUSAND PESOS (P50,000.00).** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The Philippine Ports Authority's Bids and Awards Committee will hold a Pre-Bid Conference on **07 November 2024 at 10:00 a.m.** at the PPA Function Room, 7th Floor, PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **21 November 2024 at 8:00 a.m.** Late bids shall not be accepted.

All bids must be accompanied by a bid security in any of the acceptable forms and in amount stated in ITB Clause 16.

Bid opening shall be on **21 November 2024 at 9:00 a.m.** at the 7th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Philippine Ports Authority 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 Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

- Required PCAB Registration: **MEDIUM A - Port, Harbor and Offshore Engineering**

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority
5th Floor, PPA Bldg., A. Bonifacio Drive,
South Harbor, Port Area, Manila
Telephone Nos. 8527-47-35
8527-83-56 to 83 loc. 539
PPA Website: www.ppa.com.ph
PhilGEPS Website: www.philgeps.gov.ph

MARK JON S. PALOMAR
Chairperson, PPA Head Office Bids and Awards
Committee for Engineering Projects (HO-BAC-EP)

SECTION II

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The Procuring Entity, **PHILIPPINE PORTS AUTHORITY** invites Bids for the **PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY** with Project Identification Number **DSD - 017 - 24.**

The **PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY** is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The **PHILIPPINE PORTS AUTHORITY** through the source of funding as indicated below for **CY 2024** in the amount of **₱96,492,502.76**.

2.2. The source of funding is:
CORPORATE OPERATING BUDGET.

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

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

SUBCONTRACTING IS NOT ALLOWED.

7.2. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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:*
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 **One Hundred Twenty (120) days from the date set for Bid Opening.** 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 one copy 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

Bid Data Sheet

<table>
<tr><td>ITB Clause</td><td colspan="3"></td></tr>
<tr><td>5.2</td><td colspan="3">For this purpose, contracts similar to the Project refer to contracts which have the same Major Categories of Works which shall be:</td></tr>
<tr><td></td><td>Description/Clarification</td><td>Unit of Measure</td><td>Quantity (at least)</td></tr>
<tr><td></td><td>Dredging and Open sea disposal of dredged materials</td><td>cu.m.</td><td>100,000.00</td></tr>
<tr><td>7.1</td><td>Portion of Works allowed to be subcontracted:

Subcontracting is not allowed</td><td colspan="2">Maximum Percentage allowed to be subcontracted:

Subcontracting is not allowed</td></tr>
<tr><td>10.3</td><td colspan="3">For Joint Venture:

Special PCAB License</td></tr>
<tr><td>10.4</td><td colspan="3">The key personnel must meet the required minimum years of experience set below:</td></tr>
<tr><td></td><td>Key Personnel</td><td>General Experience</td><td>Relevant Experience (Minimum)</td></tr>
<tr><td></td><td>Work experience is similar in nature and complexity to the project to be bid

a) Project Manager
b) Project Engineer
c) Construction Safety and Health Officer
d) Foreman</td><td>Ports, Harbors, & Offshore Engineering Works</td><td>Work experience is similar in nature and complexity to the project to be bid

Five (5) years
Three (3) years
One (1) year
Five (5) years</td></tr>
</table>

10.5	*The minimum major equipment requirements are the following:*		
	Equipment	***Capacity***	***Number of Units***
	SELF-PROPELLED GRAB TYPE DREDGER	MIN GW 450 TONS WITH MECHANICALLY OR ELECTRICALLY-DRIVEN 60T CRANE AND **1,000 CU.M. HOPPER LOAD CAPACITY**	1- OWNED
	GRAB BUCKET	MULTIPLE LINE HEAVY DUTY ROCK/SAND OF **4.0 CU.M. CAPACITY** WITH CUTTING TEETH	1- OWNED
	OR		
	NON-PROPELLED CRANE BARGE (GRAB TYPE DREDGER)	MIN GW 450 TONS WITH MECHANICALLY OR ELECTRICALLY-DRIVEN 60T CRANE	1- OWNED
	GRAB BUCKET	HEAVY DUTY ROCK/SAND OF **4.0 CU.M. CAPACITY** WITH CUTTING TEETH	1- OWNED
	TUGBOAT	**550 HP** (MINIMUM)	2- OWNED /LEASED
	NON-PROPELLED HOPPER / LOADING BARGE	**500 CU.M. HOPPER CAPACITY EACH**	2- OWNED /LEASED
	OR		
	NON-PROPELLED CRANE BARGE	MIN GW 450 TONS WITH MECHANICALLY OR ELECTRICALLY-DRIVEN 60T CRANE AND **1,000 CU.M. HOPPER LOAD CAPACITY**	1- OWNED
	GRAB BUCKET	HEAVY DUTY ROCK/SAND OF **4.0 CU.M. CAPACITY** WITH CUTTING TEETH	1- OWNED
	TUGBOAT	**550 HP** (MINIMUM)	1- OWNED /LEASED
12	*Value Engineering Clause:* **Not Allowed**		

15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: 1. The amount of not less than **₱1,929,850.08** *[2% of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than **₱4,824,625.14** *[5% of ABC]* if bid security is in Surety Bond.
16	Each bidder shall submit one (1) original and six (6) copies of the Technical and Financial Proposals, properly labelled, book-bound, with hard cover and corresponding index tab.
19.2	Partial bids: **Not Allowed**
20	*Other appropriate licenses and permits required:* **None**
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 Department of Labor and Employment and PERT/CPM or other acceptable tools of project scheduling.*

SECTION IV

GENERAL 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

Special Conditions of Contract

GCC Clause	
2	*Sectional Completion:* The intended completion date is **TWO HUNDRED SEVENTY TWO (272) CALENDAR DAYS** upon receipt of Notice to Proceed (NTP)
3.1	The Procuring Entity shall give possession parts of the Site to the Contractor upon commencement of the project. Based on vessel traffic/ship calls
6	*Site Investigation Report:* **None**
7.2	*Permanent structures: Fifteen (15) years* Buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures
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 ____ days of delivery of the Notice of Award.

11.2	The amount to be withheld for late submission of an updated Program of Work is _____.
13	The provision on advance payments or mobilization fees in the terms and conditions of all contracts/ purchase orders/ job orders for goods, services and infrastructure projects that will be signed or executed shall henceforth be excluded.
14	No further instructions.
15.1	The date by which operating and maintenance manuals are required is _____. The date by which "as built" drawings are required is _____.
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 _____.

SECTION VI

TECHNICAL SPECIFICATIONS

PROJECT : PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY

6.01 SCOPE OF WORK

- General Provisions
  - To undertake the ***PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY;*** with an estimated volume to be dredged of ***200,000.00 cu.m.*** Includes :
    1. Dredging/Excavation of soft to highly dense seabed comprising of clayish sand/soil, pebbles/stones up to the designed depth.
    2. Loading of excavated dredging materials into the loading scow and disposal to designated area as directed by the Project Engineer.
    3. Shall be undertaken on the deep portion of the channel way up to the shallow area.
    4. Must not obstruct the flow of vessel's traffic within the vicinity
    5. Transporting and disposing of dredged materials; @ PHILIPPINE COAST GUARD (PCG'S) DESIGNATED DUMPING SITE about **15.0 KMS. AWAY FROM THE PROJECT SITE**
  - The dredging area shall be dredged at the *required depth* as indicated on the Drawing/s.
  - The work includes furnishing of all labor, materials, plants and equipment required to complete/finish the dredging works in accordance with the Dredging Specifications.

- Work Schedules
  - After examinations of all relevant data, coordination needs, work constrains, equipment to be used and other matters, a PERT/CPM diagram showing the detailed schedule/duration and sequences for the execution of dredging work shall be submitted to the Engineer for approval within 15 days before the proposed commencement of the Works.
  - Before the commencement of rock breaking/dredging works, the Contractor together with the Authority's Representatives and Surveyors shall conduct a pre-joint hydrographic survey which will form basis of actual quantity of dredging materials to be removed/excavated.
  - Prior to dredging works, the Contractor shall establish visible markers/buoys to clearly define the limits of the dredging area.

6.02 DREDGING EQUIPMENT/LAYOUT OF WORK

- Plant
  - The Contractor shall keep on the job sufficient dredging equipment and/or plant to meet the requirement of the project.
  - The equipment/plant shall be in satisfactorily operating conditions and capable of efficiently performing the dredging works with safety as set forth herein and shall be subject to inspection by the Authority's Representative at all times.

- Physical Data/Layout of Work
  - ***THE CONTRACTOR, PRIOR TO THE START OF DREDGING WORKS, SHALL SECURE DISPOSAL/DUMPING PERMIT AND OTHER RELATED CLEARANCE FROM THE PHILIPPINE COAST GUARD (PCG) OR ANY OTHER GOVERNMENT AGENCY. IT SHALL BE RESPONSIBLE FOR THE PREPARATION OF DOCUMENT/S NEEDED IN ITS APPLICATION OF SAID PERMITS INCLUDING PAYMENT OF CORRESPONDING FEES/CHARGES.***
  - ***THE AUTHORITY DOES NOT GUARANTEE TO KEEP THE PROJECT DREDGING AREA FREE FROM OBSTRUCTIONS.***
  - The Contractor shall adjust and conduct the work in such manner not to disrupt the flow of seacraft plying the navigational channel at all times.
  - The Contractor shall layout his work from the government established ranges and gauges which shall be pointed out to him prior to commencement of the dredging work but shall be responsible for all measurements in connection therewith.
  - The Contractor shall furnish, at his own expense, all platforms, survey equipment, range markers, poles, buoys, etc., and labor as may be required in laying out any part of the dredging work.
  - The Contractor shall be responsible for the installation, maintenance and preservation of all gauges, ranges, platforms, dredging limit markers and buoys. Upon completion of the work, the Contractor shall promptly remove all ranges, markers, buoys and other marker place by him that may be detrimental to smooth passage of seacraft passing the channel.
  - ***IN THE ABSENCE OF A CLEAR GUIDELINES, THE IMPLEMENTING OFFICE (DSD) DOES NOT GUARANTEE THE EXEMPTION OF THE CONTRACTOR FROM PAYMENT OF PORT USAGE FEES/DUES THAT MIGHT BE IMPOSED BY THE PORT/TERMINAL MANAGER.***

6.03 ***DREDGING WORKS***

- Description
  - This item shall consist for the dredging/removal of soft to highly dense seabed comprising of clayish sand/soil, pebbles/stones at ***TACLOBAN PORT (PHASE II), TACLOBAN CITY.***
  - in conformity with the dimensions shown in hydro survey plan or as established by the PPA Engineer with coordination with the **PMO-EASTERN LEYTE/SAMAR**.
  - The dredged materials shall be transferred / dispose to designated disposal site.
- Progress of Work
  - Upon mobilizing sufficient labors, materials, plants and dredging equipment and *as time is of essence*, the Contractor shall work at a minimum of ***Twenty Hours (20) per day*** or more as may be necessary, subject to existing laws, to ensure the prosecution of work in accordance with the approved dredging schedule (PERT/CPM). If the Contractor falls behind the approved dredging schedule, the Authority's Representative may require the Contractor to increase the number of shifts, working hours and/or dredging equipment without extra cost to the Authority.
  - Failure of the Contractor to comply with the requirements shall be reasonable grounds to assume that the Contractor is not performing the dredging work with such diligence as will insure completion within the specified time, in which case, the Authority may be compelled to take steps to protect the interest of the PPA.
  - When the Contractor elects to work overtime and on Sundays and legal holidays, appropriate authority from those concern must be secured and notice of his intention

to do so shall be submitted to the Authority's Representative within the reasonable time in advance thereof.

- The Contractor shall submit daily dredging reports within two (2) days after the end of the day covered by the report duly signed by the Contractor or his duly authorized representative and the authorized PPA representative. The report shall be made in forms and to be provided by the Authority.
- The Contractor shall take necessary measures to protect the life and health of his men in accordance with the existing laws and regulations of the Government. The Contractor shall provide safety devices to Authority's personnel while on board the dredging equipment/plant in performance of their official duties.
- The Contractor shall put up and maintain such markers and buoys as will prevent any accident in consequence of his dredging work. No liability whatsoever attaches to the Authority, if as a result of the dredging operations or installation, an accident happens in the project area. The Contractor shall hold the Authority free and harmless against any or all claims of persons involve in such accidents.

6.04 *WORK DURATION & ESTIMATED QUANTITIES*

- The dredging works shall be completed within ***FOUR HUNDRED SEVENTY (272) CALENDAR DAYS*** **(inclusive of Sundays, Holidays and Unworkable days).**
- The estimated quantity of dredging materials necessary to be removed is ***200,000.00 cu.m.***

6.05 *DREDGING MATERIALS*

- Disposal of Dredging Materials shall be hauled/transported using hopper/loading barge and deposited to designated area as directed by the Project Engineer.
- Displace Materials
  - Should the Contractor, during the progress of the dredging works, lose, dump, throw overboard, sink, misplace any materials, plant, machinery or appliance which may be dangerous to or obstruct navigation and/or port operations activities, the Contractor shall immediately give notice with description and location of such obstruction to the Authority and when required, shall mark or buoy the obstruction until such time the same is removed.
  - Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions shall be removed by the Authority and the cost of its removal shall be deducted from any money due or to become due to the Contractor or proceed against his performance bond.
  - Any dredged materials that is deposited other than the designated area will not be paid and the Contractor shall be required to remove such misplace materials and deposit it to where directed at his expense.

6.06 *INSPECTION*

- No PPA Project Engineer or Authority's Representative is authorized to change any provisions of the dredging specifications without written authorization of the Authority.
- Nor shall the presence or absence of a PPA project Engineer or Authority's Representative relieve the Contractor from any of his responsibility under the Contract.

6.07 *FACILITIES/ACCOMMODATION TO BE PROVIDED*

- The Contractor shall provide the use of vehicle with driver, boats, boatmen, laborers, equipment, appliances and materials forming part of the ordinary and usual equipment/plant and crew of the dredging plant as may be necessary in inspecting and supervising the dredging work.
- The Contractor shall provide a temporary site office for office and sleeping purposes of Authority's Representatives. The room shall be fully equipped and maintained to the satisfaction of the Authority. It shall be properly lighted and ventilated.

6.08 *OVER DREDGED, SIDE SLOPE AND PAY LIMITS*

- Over dredged (Over-depth)
  - An over-dredged of 0.30 meters beyond the required project depth below MLLW **MAY BE PAID FOR,** ***BUT SUBJECT TO THE AVAILABILITY OF FUND AND IN ACCORDANCE OF IRR-E OF R.A. 9184.***
  - ***NO OVER-DREDGED PAYMENT SHALL BE MADE ON PROGRESS-DREDGING ACCOMPLISHMENT.***
- Slide Slope
  - The volume of excavated materials to be paid for is that of a rectangular prism with sides vertical plus the triangular prism formed by the prescribed allowable side slope of 1:3.
  - The vertical sides of the rectangular prism shall not go beyond the designed dredging limits.
- It is to be clearly understood that no payments will be made for dredging beyond the dredging limits except as provided above. The Contractor shall bear all the cost of over-dredging beyond the project depth and in addition, of any remedial measures ordered by the Authority or its representative to be taken in areas over-dredging is not permitted.

6.09 *MEASUREMENT AND PAYMENT*

- The basis of measurement for dredging quantities is the net cubic content of the voids formed by the removal of the materials within the limits of payment as follows:
  - The seabed as determined by soundings prior to dredging.
  - The level or levels specified to which dredging is to be carried out, as will be proved by sweeps and surveys undertaken after dredging.
  - Vertical faces at the limits of dredging (with allowable slide slope) as defined on the plan.
- Computation of volume shall be **MANUALLY CALCULATED** and in the metric system using the **"END AREA METHOD".**
- **COMPUTATION OF PROGRESS-DREDGING VOLUME ACCOMPLISHMENT SHALL NOT INCLUDE THE ALLOWABLE OVER-DREDGED OF 0.30 METERS.**
- The total volume of materials to be paid for under this contract will be measured by computing the volume between the bottom surface shown by soundings made before dredging and the bottom surface by the soundings made as soon as practicable after the work specified is completed or immediately after the cut-off date to be set if the Contractor opted for interim payments.

- Payments for dredging will be made not often than once a month. Payments shall be made upon the estimates of work satisfactorily completed by the Contractor and accepted by the Authority during the preceding period.
- Upon such estimate, the Authority shall pay the Contractor a sum equal to ninety percent (90%) thereof up to and until such time as the total dredging work shall have been completed.
- The Contractor will be held responsible for clearing, slumping of side slope and/or all other materials dropped into the dredging areas until finally accepted by the Authority.
- The unit rate for dredging work applies to excavating of any materials within the dredging area and to include the removal and disposal of all debris and other objects encountered, and for the disposal of dredged materials at the designated dumping site.

6.010 *SOUNDINGS*

- The Contractor, in the presence or joint with the Authority's Representative and during the progress of the dredging works, shall perform continuous checking of the depth thru soundings.
- For the purpose of work progress payments; the Contractor, jointly with the Authority's Representative and/or Surveyors, shall conduct soundings on areas subjected to dredging activities during the month or the preceding period for which payment is being claimed.
- Pre, Progress and Post-Dredging soundings shall be made at intervals not less than 10.00 meters and to be undertaken jointly by the Contractor and the Authority's Representative and Surveyors.
- Records shall be made during the sounding activities giving the time, the water/tide level, and the position of the sounding paraphernalia and plant/equipment. Each party shall have and keep its own records.
- Computation of the volume dredged for the period shall be made in accordance with Section 6.09 herein above (Measurement and Payment) and shall be prepared and plotted by the Authority, checked and concurred by the Contractor.
- The Contractor shall be responsible for all costs involved in the above mentioned soundings such as costs for the survey boat, sounding and survey equipment, measurement, markings, materials, transportation and other cost related thereto. ***PPA MAY OPT TO USE ITS OWN SURVEY EQUIPMENT AT NO COST TO THE CONTRACTOR.*** HOWEVER, THE ***CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIR IN THE EVENT THE PPA-OWNED INSTRUMENTS BROKE DOWN/DAMAGE DURING THE COURSE OF THE SURVEY WORK AND TRANSPORTATION TO/FROM THE DREDGING SITE.***

6.011 *TECHNICAL SPECIFICATION*

DESIGN DREDGING DEPTH : *(see attached hydro plan)*	-	*See attached Survey Plan*
TOTAL ESTIMATED VOLUME	-	***200,000.00 cu. m.***
APPROXIMATE DREDGING AREA	-	*See attached Survey Plan*
▪ *WIDTH*	-	*See attached Survey Plan*
▪ *LENGTH*	-	*See attached Survey Plan*
DREDGING SOIL COMPOSITION	-	*Medium to Highly Dense seabed*

ITEM 02 : PROJECT BILLBOARD

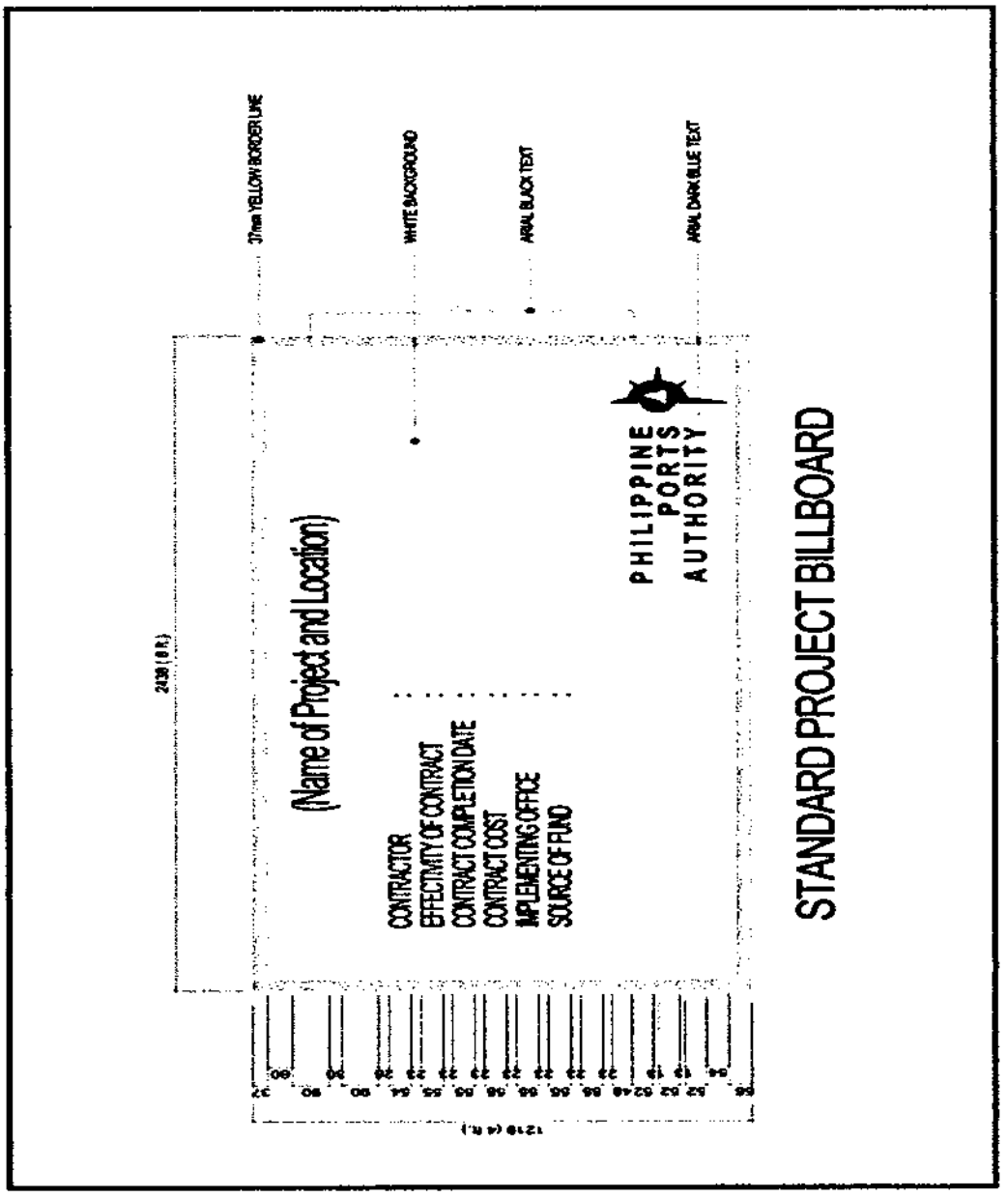
SPECIFICATION

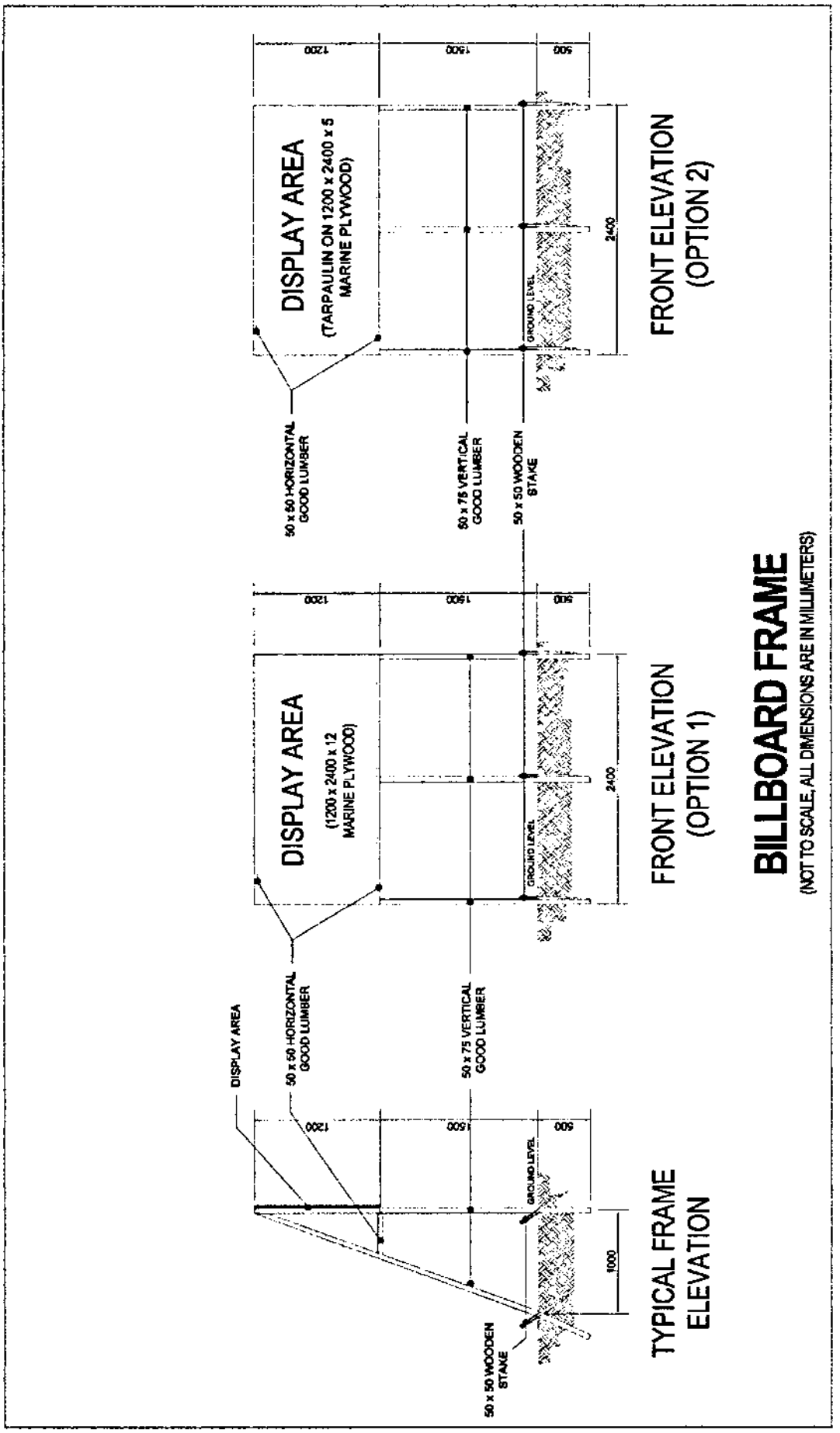
The Project Billboard shall be installed at location(s) designated by the Engineer.

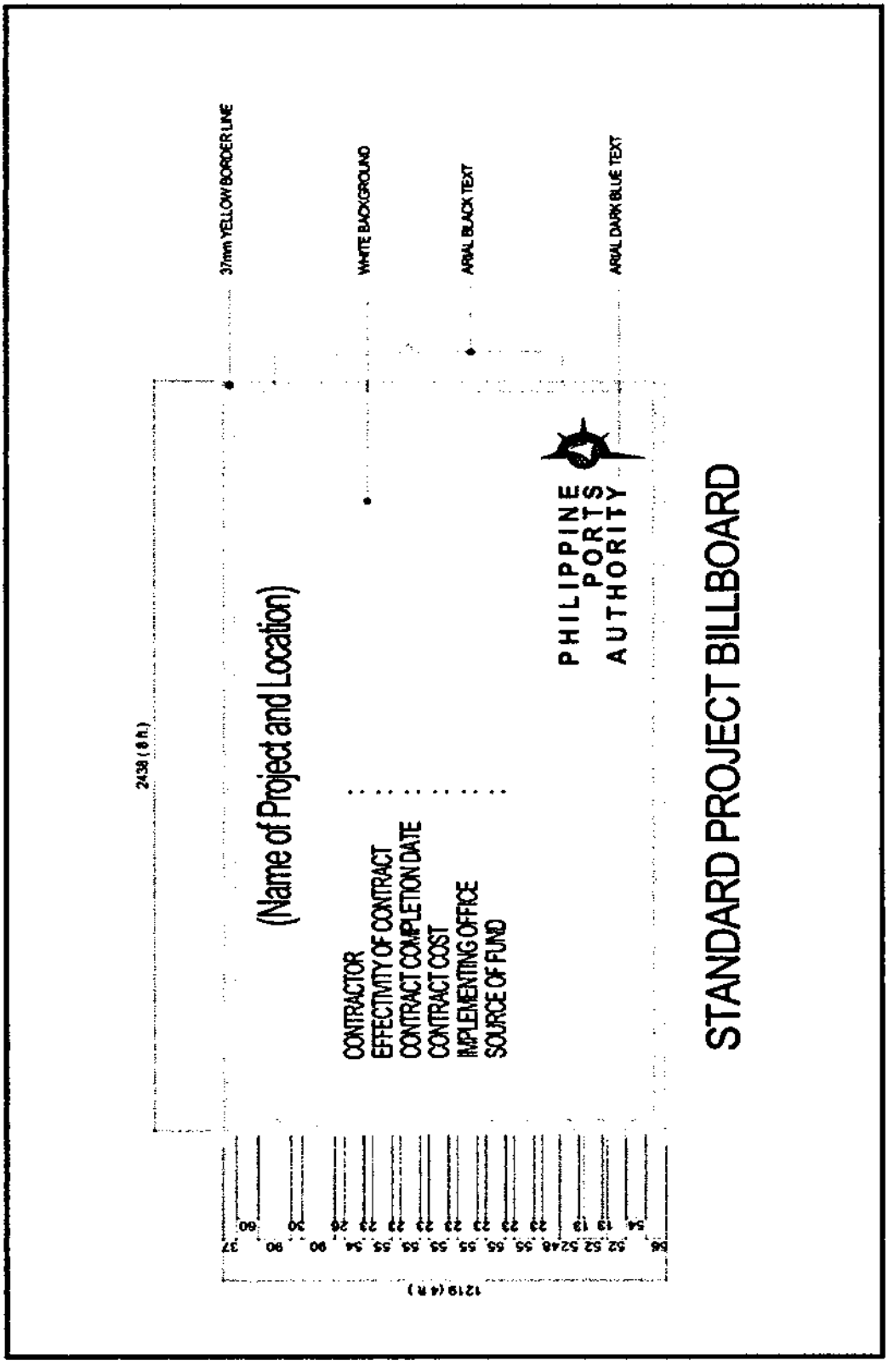
The size and specifications of materials for the standard billboard shall be 4ft. x 8ft. (1,200mm x 2,400mm) using ½ inch (12mm) marine plywood or tarpaulin poster on 3/16 inch (5mm) marine plywood.

Project billboards shall not contain Name(s) and/or picture(s) of any personages.

See attached drawings for further details of the standard billboard.




BILLBOARD FRAME
(NOT TO SCALE, ALL DIMENSIONS ARE IN MILLIMETERS)
TYPICAL FRAME ELEVATION
FRONT ELEVATION (OPTION 1)
FRONT ELEVATION (OPTION 2)
DISPLAY AREA
(1200 x 2400 x 12 MARINE PLYWOOD)
DISPLAY AREA
(TARPAULIN ON 1200 x 2400 x 5 MARINE PLYWOOD)
50 x 50 HORIZONTAL GOOD LUMBER
50 x 75 VERTICAL GOOD LUMBER
50 x 50 WOODEN STAKE
GROUND LEVEL
1200
1500
500
2400
1000


STANDARD PROJECT BILLBOARD
PHILIPPINE PORTS AUTHORITY
(Name of Project and Location)
CONTRACTOR
EFFECTIVITY OF CONTRACT
CONTRACT COMPLETION DATE
CONTRACT COST
IMPLEMENTING OFFICE
SOURCE OF FUND
37mm YELLOW BORDER LINE
WHITE BACKGROUND
ARIAL BLACK TEXT
ARIAL DARK BLUE TEXT
2438 (8 ft.)
1219 (4 ft.)

ITEM 03 : SAFETY SIGNAGES AND BARRICADES

DESCRIPTION

This work includes the furnishing and installing of safety signages and barricades in accordance with the specifications and to the details shown below in the drawings, or as directed by the Engineer.

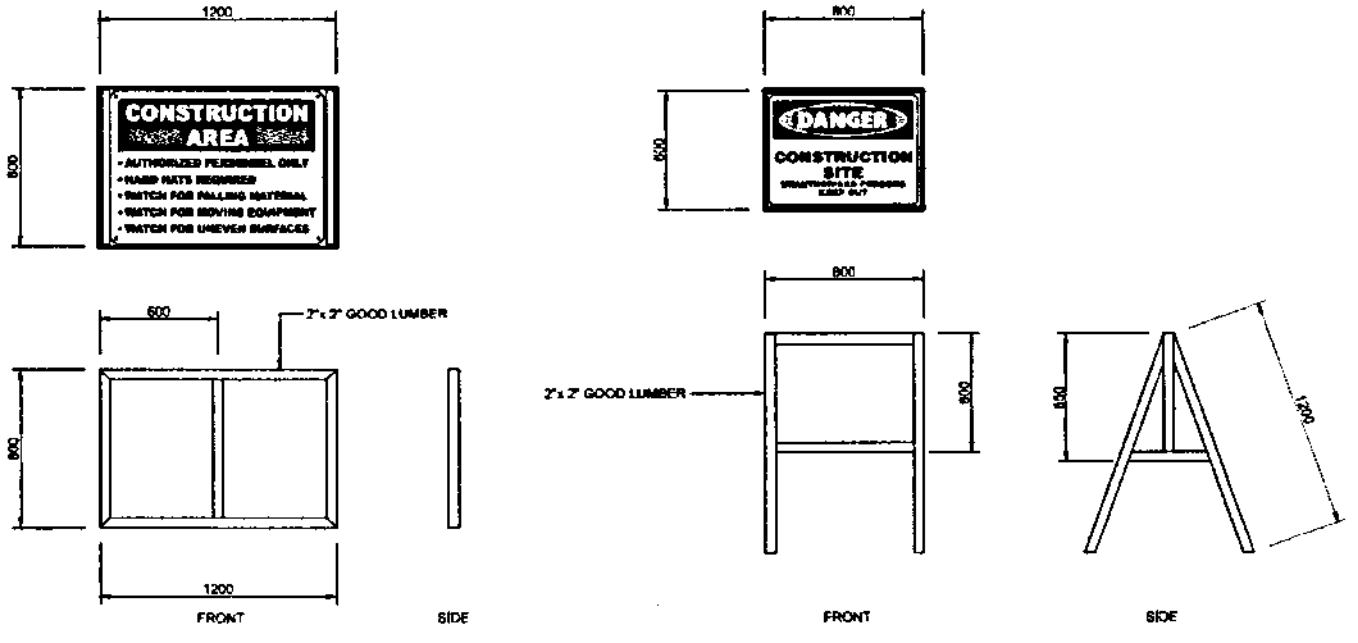
SPECIFICATION

The Signage's and Barricades shall be installed at location(s) designated by the Engineer.

The sizes of the standard signages shall be 2-2/3ft x 4ft (800mm X 1,200mm) for fixed type and 2ft x 2–2/3ft (600mm x 800mm) for mobile type. For barricade standard 2ft x 2–2/3ft (600mm x 800mm) shall be provided.

The materials to be used for signages and barricades are ½ inch (12mm) marine plywood or tarpaulin poster on 2" x 2" (50mm x 50mm) good lumber frame (see drawing below).

The printing or painting shall be the discretion of the Engineer.



FRAMING FOR 0.80m x 1.20m SIGNAGES

FRAMING FOR 0.60m x 0.80m SIGNAGES AND BARRICADES

STANDARD PLAN FOR SIGNAGES AND BARRICADES

SECTION VII

DRAWINGS
(APPROVED PLANS)

SECTION VIII

BILL OF QUANTITIES
and
ATTACHMENTS

BILL OF QUANTITIES

PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 1	GENERAL EXPENSES				
1.01	Mobilization/Demobilization and Cleaning/Clearing	lot	1.00		
1.02	Environmental Safety and Health Program.	days	272.00		
1.03	Provide and Maintain Temporary Facility for the Engineer and Staff	days	272.00		
1.04	Dumping Permit and Berthing Fees	lot	1.00		
TOTAL FOR BILL NO. 1 - GENERAL EXPENSES					

Signature
Bidder's Authorized Representative

BILL OF QUANTITIES

PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 2	*Dredging Works* *Dredging & Disposal of Dredged Soil Materials*	cu. m.	200,000		
TOTAL FOR BILL NO. 2 - DREDGING WORKS					

Signature
Bidder's Authorized Representative

BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL

PROJECT NAME : **PROPOSED DREDGING OF TACLOBAN PORT (PHASE II)**

LOCATION : **TACLOBAN CITY**

The work items included in the proposal and the basis of payments are as follows:

BILL NO. 1 - GENERAL EXPENSES

Item 1.01 Mobilization/Demobilization and Cleaning/Clearing.

The quantity to be paid for shall be the minimum equipment requirement enumerated in the bid documents mobilized, demobilized and cleaning of the site and accepted by the Engineer. The contract lump sum price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to mobilize and demobilize all the minimum equipment requirement enumerated in the bid documents including cleaning of the site. Fifty percent (50%) of the total amount shall be payable after the mobilization activity while the remaining (50%) payable after demobilization and cleaning.

Item 1.02 Provide Environmental Safety and Health Program in the execution of the project.

The quantity to be paid for shall be the actual implementation of construction safety and health program and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the implementation of the Construction Safety and Health Program, as required and approved by the Department of Labor and Employment (DOLE).

Item 1.03 Provide and Maintain Temporary Facility for the Engineer and Staff

The quantity to be paid for shall be the actual rental for temporary site office and residence for the engineer and staff and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary for the provision of temporary site office and residence for the engineer and staff at least 30.00 m^2

The quantity to be paid for shall be the actual services rendered in maintaining the site office and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the maintenance of the temporary site office and residence as well as other expenses such as provision for electric power, telephone bill, potable water supply, janitorial and security services

Item 1.04 Dumping Permit and Berthing Fees (Port Charges)

Payment for this item, **PORT CHARGES AND OTHER EXPENSES/FEES,** related to the execution of dredging and disposal works shall be in per actual cost / **OFFICIAL RECEIPT** issued by PCG for Disposal Permit and other related fees concerning the disposal of dredged materials; and Berthing, Dockage Fee or any port charges the concerned PMO may impose.

BILL NO. 2 – DREDGING WORKS

Item 2.01 Dredging of Maneuvering Areas and disposal of dredged materials to the designated area as directed by the PHILIPPINE COAST GUARD (PCG).

The quantity to be paid for shall be the actual volume, ***including allowable over-dredging but subject to availability of fund***, in cubic meters of dredged materials including disposal to the designated area as directed by the Project Engineer. Payment shall include the cost of dredging equipment, materials, labor, survey works, handling.

FACILITIES TO BE PROVIDED FOR THE ENGINEER & HIS STAFF

PROJECT NAME : **PROPOSED DREDGING OF TACLOBAN PORT (PHASE II)**

LOCATION : **TACLOBAN CITY**

A. SITE OFFICE

The Contractor shall rent/lease a fully furnished and air-conditioned temporary site office for use of the Engineer and his staff with a floor area of at least **30 sq.m.** It shall be provided or connected with electricity, portable water supply and drainage/sewerage system. The said site office shall have tiled bathroom/toilet complete with fixtures and partitions for at least two (2) rooms. The field office shall be located within or near the project site as approved by the Project Manager/Engineer.

MINIMUM EQUIPMENT REQUIREMENT

PROJECT NAME : **PROPOSED DREDGING OF TACLOBAN PORT (PHASE II)**

LOCATION : **TACLOBAN CITY**

I. One (1) Unit **SELF-PROPELLED GRAB TYPE DREDGER**, MIN GW 450 TONS WITH MECHANICALLY OR ELECTRICALLY-DRIVEN 60T CRANE AND 1,000 CU.M. HOPPER CAPACITY;

GRAB BUCKET MULTIPLE LINE HEAVY DUTY ROCK/SAND OF 4.0 CU.M. CAPACITY WITH CUTTING TEETH; ***(OWNED)***

OR

II. One (1) Unit **NON-PROPELLED CRANE BARGE (GRAB TYPE DREDGER)**, MIN GW 450 TONS WITH MECHANICALLY OR ELECTRICALLY-DRIVEN 60T CRANE (MINIMUM);

GRAB BUCKET MULTIPLE LINE HEAVY DUTY ROCK/SAND OF 4.0 CU.M. CAPACITY WITH CUTTING TEETH; ***(OWNED)***

Two (2) Units **TUGBOAT, 550HP**; ***(OWNED/LEASED)***

Two (2) Units **NON-PROPELLED HOPPER/LOADING BARGE, 500 CU. M. CAPACITY EACH**; ***(OWNED/LEASED)***

OR

III. One (1) Unit **NON-PROPELLED CRANE BARGE (GRAB TYPE DREDGER)**, MIN GW 450 TONS WITH MECHANICALLY OR ELECTRICALLY-DRIVEN 60T CRANE AND 1,000 CU.M. HOPPER LOAD CAPACITY;

GRAB BUCKET MULTIPLE LINE HEAVY DUTY ROCK/SAND OF 4.0 CU.M. CAPACITY WITH CUTTING TEETH; ***(OWNED)***

One (1) Unit **TUGBOAT, 550HP**; ***(OWNED/LEASED)***

CONSTRUCTION SAFETY AND HEALTH REQUIREMENT

The Contractor shall implement the construction safety and health program in accordance with the applicable provisions of the Occupational Safety and Health Standards (OSHS) of the Department of Labor and Employment (DOLE) including stringent covid-19 protocols per PPA Engineering Circular No. 01-2020 and Construction Guidelines for Project Implementation during the period of public health emergency approved by PDCB and CIAP.

The Contractor, subject to the approval of the Engineer shall provide and maintain throughout the duration of the contract a medical room with at least 15 square meters together with all necessary supplies to be sited in the Contractor's main area.

The Contractor shall provide the following minimum requirements:

L A B O R

1	no.	Safety Engineer / Officer
1	no.	Nurse / Health Officer

EQUIPMENT / MATERIALS

Personnel Protective Equipment

15	pcs.	Hard Hats
15	pcs.	Gloves
15	pcs.	Goggles
15	pcs.	Safety Shoes

Safety Devices

2	lot	Buoys/Markers
2	lot	Warning signs
1	units	Fire extinguisher (10kg.)

Medical and First Aid System - For thirteen (18.0) mos.

Temporary Shelter for Workers - 1 lot

NOTE:

The Contractor shall provide the above-cited minimum construction safety and health requirements or as required by the Engineer.

MAY 1 5 2020

PHILIPPINE PORTS AUTHORITY 45

ENGINEERING CIRCULAR NO. 01 2020

FOR : **THE MANAGER, PCMD**
ALL PORT MANAGERS
CONCERNED CONTRACTORS

FROM : **THE ASSISTANT GENERAL MANAGER,**
ENGINEERING OFFICE

SUBJECT : **SAFETY GUIDELINES FOR THE IMPLEMENTATION OF ALL PPA (CAPEX & RM) AND DOTr TOURISM AND SOCIAL REFORM PROJECTS DURING THE COVID-19 PUBLIC HEALTH CRISIS**

Pursuant to the Proclamation No. 929, series of 2020 issued by President Rodrigo Roa Duterte, declaring a State of Calamity throughout the Philippines due to the Coronavirus Disease 2019 (COVID-19) and in view of the extended implementation of Enhanced Community Quarantine (ECQ) and General Community Quarantine (GCQ) in the identified areas, the following guidelines, in addition to the existing safety standards approved by the DOLE and also to the PPA Memorandum Circular No. 18-2020, are hereby directed to be implemented in all on-going PPA infrastructure projects including the DOTr Tourism and Social Reform projects:

1. Only persons from Twenty-One (21) to Fifty-Nine (59) years of age, without pre-existing health conditions, such as, but not limited to immunodeficiency, comorbidities or other health risk and who did not come in contact with someone with COVID-19 shall be allowed to be included in the workforce for areas under ECQ and GCQ.

2. The Contractor shall provide for their personnel/workers the necessary welfare facilities and amenities, such as employees' quarters for board and lodging for the project area covered by the ECQ and GCQ, otherwise, prior to deployment, prescribed procedures shall be conducted at every instance of re-entry.

3. Adequate food, potable drinking water, disinfectants shall be made available by the Contractors for their in-house personnel/worker during the period of ECQ/GCQ.

4. Compliance to social distancing, proper hygiene and mandatory wearing of face masks and other protective personal equipment shall be ensured for all on-going projects as precautionary measures to avoid and contain the spread of COVID-19 in the work place.

A. Bonifacio Drive, South Harbor, Port Area, Manila 1018 Philippines
P.O. Box 476 Manila, Philippines
Tel. No. (+632) 904-8600 Fax No. (+632) 527-4855
website: www.ppa.com.ph

5. Field Offices, employees' quarters, bunkhouses and other common areas shall be maintained to ensure cleanliness and daily disinfection of said areas must be conducted accordingly.

6. Contractors shall provide disinfection facilities such as handwashing station, foot bath and others to be placed at various locations of all on-going projects.

7. Contractors shall ensure that their projects are in compliance with the DOLE D.O. No. 13 series of 1998. Personnel and workers shall be provided with the supply of vitamins particularly Vitamin C and other over the counter medicines, quarantine facilities and oxygen tanks for emergency purposes.

8. Safety Officer of the Contractor shall regularly conduct briefing on the information regarding COVID-19 construction protocols on top of other safety requirements.

9. As preventive measure, daily monitoring of the pre and post work health conditions of workers shall be undertaken by the Contractor's health/safety officer particularly the temperature, blood pressure and exposure monitoring. Personnel with symptoms relative to COVID-19 shall be immediately isolated and quarantined for fourteen (14) days and if necessary, brought to the DOH COVID-19 treatment facility under strict confidentiality/privacy.

10. Daily health monitoring report shall be prepared by the Safety Officer and to be submitted to the assigned PPA Project Engineer/Port Engineer.

11. Proper protocols in accordance with the DTI and DOLE Interim Guidelines and the Local Government Unit policy on work place prevention and control of COVID-19 shall likewise be strictly observed.

12. Daily work activities shall be under strict monitoring by the Safety Officer to ensure compliance with safety standards and quarantine protocols.

13. Sharing of construction and office equipment is discouraged. However, if it cannot be avoided, disinfection of equipment in between transfer shall be conducted.

14. All materials and equipment brought inside the project site shall be disinfected, as much as possible.

15. Non-essential personnel, visitors and general public shall be restricted to enter the project site. All personnel entering the construction site premises on a temporary basis (e.g. Delivery truck drivers, inspectors, etc) shall be properly logged and checked for symptoms. Gatherings, liquors, and/or merry-making are strictly prohibited in the project site.

16. PPA Port/Resident Engineer shall ensure strict compliance to DOLE D.O. No. 13, series of 1998 and implementation of the mentioned COVID -19 precautionary measures in the work place.

17. Clustered and staggered deployment of employees within the construction site shall be observed to minimize personnel contact.

18. Contractors shall submit to the implementing unit the inventory of work activities including the proposed sequencing of activities to be followed and undertaken to comply to the required social distancing. Break times shall be conducted in a staggered manner.

For strict compliance.

CONSTANTE T. FARIÑAS, JR.

C - HRMS
① Pls. furnish a s/t copies of these Guidelines to each DM for their info, reference and guidance
② CHRMD file/ref

June 29, 2020

MEMORANDUM

FOR : **The Assistant General Manager for Engineering**
Office of the Assistant General Manager for Engineering

F R O M : **The Manager**
Internal Audit Department (IAD)

SUBJECT : **Construction Guidelines for Project Implementation during the period of Public Health Emergency**

Last June 16, 2020, we received thru email the letter from the Construction Industry Authority of the Philippines (CIAP) to the General Manager dated June 15 2020 (copy attached) regarding the above subject. CIAP is requesting PPA to assist them in disseminating the above Construction Guidelines to our stakeholders including contractors and implementing units.

Relative to this IAD being the implementing unit for Constructors Performance Evaluation System (CPES) and relative to its implementation, may we seek assistance from your good office in disseminating the attached guidelines to the PPA Engineering Units and PPA constructors

Thank you for your kind consideration

VENICIUS V. VILLASEÑOR

Cc: The General Manager

Attachments: As stated

PHIL. PORTS AUTHORITY
ENGINEERING OFFICE
PROJ. DEV'T DEPARTMENT
RECEIVED
BY _____ TIME _____
CODE NO. _____

guidelines. These were developed considering SME contractors which employ the biggest chunk of the industry's labor workforce and large contractors involved in both public and private infrastructure projects as well as vertical construction. The guidelines will give pointers in managing their human resources at this critical time but will likewise give important directions to contractors in managing their business not just for survival but to be able to contribute to the country's economic recovery program.

The TWG is presenting options or courses of actions which contractors may consider depending on applicability to the project's unique characteristics while maintaining minimum requirements based on guidelines by government authorities such as the IATF Omnibus Guidelines for the Implementation of Community Quarantine in the Philippines, Department of Trade and Industry (DTI) and Department of Labor and Employment (DOLE) Interim Guidelines on Workplace Prevention and Control of COVID-19, and DOH Department Memorandum No. 2020-220, Interim Guidelines on the Return-to-Work.

These guidelines are subject to periodic review to better respond to developments and ensure workers health and protection as well as compliance with government regulations.

Purpose

The guidelines will set key principles and minimum requirements that define responsible, healthy and safe operations for construction related operations under COVID-19 and ensure the survival of business as well as the protection of workers.

Scope / Coverage

The guidelines will include prevention, detection, and rapid response measures designed to achieve the principles above while maintaining business continuity across the construction industry.

Policy Content / Guidelines

Materials

I. Deliveries

1. All equipment and material deliveries must be carefully planned and monitored.
2. Transition and delivery zones are identified and limited to select personnel, i.e., receivers and deliverers.
   2.1. Transition personnel are regularly monitored, always provided required Personal Protective Equipment (PPEs) and may be included for optional testing.
   2.2. Social distancing and other protocols by the Department of Health (DOH) should be followed.
3. As much as possible, cargo is unloaded only by the receivers, while the deliverers do not leave their vehicles. If the receivers are not enough to unload the cargo, the deliverers must unload while the receiver has to wait at a secured distance until completed.

4. All cargo should undergo proper disinfection procedures before use. Likewise, involved staff should also be properly disinfected before entering the jobsite.
   4.1. Materials, which are exposed to the sun, such as concrete and gravel, need not be disinfected.

Manpower

I. Awareness and Communication

1. Active communication between the workers, safety officers *(as specified under Section 14 of R.A. 11058 and its Implementing Rules and Regulations (IRR) as specified in DOLE D.O. 198 S. 2018)*, site supervisors, and management is advised in planning and implementing the protocols.
   1.1. All languages and dialects should be accounted for to ensure proper communication.
2. Infographics (may adopt DOH's), signages, and posters on health and safety measures (see Annex A) must be posted at entry points and strategic areas:
   2.1. Daily updates on the latest developments.
   2.2. Self-screening measures.
   2.3. COVID-19 Hotline.
3. As much as possible, all workers should exercise the practices for reducing the risk of transmission, and proper hygiene as identified by the DOH:
   3.1. Social distancing [at least one (1) meter distance from next person].
   3.2. Proper handwashing using anti-bacterial soap (or use alcohol-based hand sanitizer when unavailable).
   3.3. Avoid contact with own eyes, nose, and mouth.
   3.4. Prohibit spitting.
   3.5. Covering of mouth with tissue or arm (if tissue is unavailable) when sneezing or coughing.
   3.6. Use and remove PPE with care.
   3.7. Do not share personal belongings such as phones, pens, PPEs.
   3.8. Avoid physical greetings (e.g., handshakes, hugs).
4. All workers' status on-site and off-site, are properly noted at all times by the safety officers.
   4.1. Fit to work
   4.2. Sick
   4.3. High temperature
   4.4. Other conditions
5. An acceptable level of health evaluation is properly communicated between new hires and management.
6. All workers would need to provide their location or place of residence prior to working. This is to help create a proper algorithm for contact tracing.
   6.1. Additionally, workers coming from COVID-19 hotspots would need to be identified.
7. Quarantined workers should also be kept track of under strict confidentiality and privacy.

II. Cleaning for Return to Work

1. Stringent qualification criteria for employees/workers:

1.1. Must be 21 to 59-year-old, without pre-existing health conditions, such as, but not limited to, immunodeficiency, comorbidities, or other health risks, including any person who resides with the aforementioned.
1.2. Employees or consultants who are 60-year-old or above may be part of the workforce for construction projects as may be allowed under General Community Quarantine (GCQ) and ECQ guidelines under Omnibus Guidelines on the Implementation of Community Quarantine in the Philippines dated 15 May 2020 which states that those aged 60 and above may be allowed to work in permitted industries and offices.
1.3. Must have no COVID 19 symptoms.

2. Screening and entry at construction site. Item 4, Section 8 of the Omnibus Guidelines on the Implementation of Community Quarantine in the Philippines, dated 15 May 2020, states that "Compliance with Joint DTI-DOLE Return-to-Work Guidelines and DOH Return-to-Work Guidelines shall be considered sufficient compliance with minimum health standards. In no case shall the testing of all returning workers be construed as a condition precedent for his/her return." The most important screening step is checking all returning workers for symptoms within the last 14 days and excluding anyone who is symptomatic. (Annex B) Contractors have the option to test workers for COVID-19 thru DOH prescribed testing protocols to determine if there is asymptomatic transmission.
2.1. The Human Resource Department should undertake daily health pre-screening (see Annexes C & D – DOLE Work Resumption Protocol & pre-screening sample form). Returning employees/workers should be made aware of giving accurate information as specified in RA 11332.
2.2. All returning employees/workers must declare (via SMS) any recent travel history to or residence in an area with a reported case of local transmission of COVID-19 over the 14-days prior to entry.
2.3. Returning workers that do not show any symptoms will be quarantined for 14 days within the jobsite and will be allowed to work under a zoned or grouped area.
2.4. Those who have been living/confined in the barracks during ECQ/GCQ period for at least 14 days and with no symptoms, will be allowed to work immediately.
2.5. Management should have an understanding and plan on how the workers travel to and from the jobsites.
2.6. A heightened gate entrance screening protocol (see Annex E – Sample Protocol for Screening Employees and Visitors per DTI-DOLE Interim Guicelines) with the use of non-contact thermal scanners on ALL personnel upon entry to construction premises will be implemented. He/She must declare recent possible exposure to confirmed COVID-19 cases, including travel history to or residence in an area with reported local transmission of COVID-19 disease. The individual should also attest that they are not experiencing the following symptoms: (see Annex F – Daily COVID-19 Health Checklist Form)
2.6.1. Fever
2.6.2. Cough
2.6.3. Shortness of breath
2.6.4. Colds
2.6.5. Sore throat

2.6.6. Runny nose
2.6.7. Nasal congestion
2.6.8. Muscle pains
2.6.9. Headache
2.6.10. Difficulty of breathing
2.6.11. Diarrhea
2.6.12. Loss of sense of smell
2.6.13. Loss of sense of taste

2.7. Security guard or assigned personnel/ safety engineers on duty will then refer these personnel to the Safety and Health Personnel, who will then conduct the DOH Decision Tool for COVID-19 Assessment.

2.8. Employers shall provide the DOLE through its Regional Office copy furnished DOH, monthly report of illness, diseases and injuries utilizing the DOLE Work Accident/Illness Report Form (WAIR) (see Annex G).

3. Suspected Cases (Possible cases of COVID-19)

3.1. Any individual exhibiting flu-like symptoms should not report to work. Instead, they should do the following:

3.1.1. Self-isolate, alert their safety officers or other applicable authorities.
3.1.2. Contract proper health authorities for additional guidance.

3.2. Employees/workers, who had the COVID-19 virus, should do the following before reporting to work:

3.2.1. Fulfill the adequate time for self-quarantining as recommended by the DOH.
3.2.2. Test negative for COVID-19.
3.2.3. Receive proper medical clearance, before reporting to work.

3.3. In the event of a worker contracting COVID-19 while working, the management should do the following:

3.3.1. Isolate the worker immediately in a separate well-ventilated holding area (or in site isolation room) in the workplace, away from other workers.
3.3.2. Contact local government and health authorities.
3.3.3. Gather records of all people who have worked with the infected worker, who tested positive within the past four weeks.
3.3.4. Gather information on those who have been in location or shared equipment with the person.
3.3.5. Provide COVID-19 testing to all workers, who have been working closely with the infected individual.
3.3.6. Be ready to present the information to the appropriate authorities.
3.3.7. Inform the wider workforce of the situation while protecting the privacy of the individual.
3.3.8. Clean and disinfect all site surfaces and equipment.
3.3.9. Follow any additional directions from local government and health authorities.

3.4. For senior personnel, who are working in multiple jobsites, they are expected to self-quarantine for at least 14 days, if there has been a breach in one of their jobsites.

3.5. The safety officer should have a knowledge on the proximate hospitals or quarantine facilities to ensure that in the event of a COVID-19 incident, workers can be given proper healthcare.

III. *Monitoring*

1. Health Checks
   1.1. Regular monitoring of personnel's health, especially for COVID-19 symptoms (e.g., mandatory regular no contact temperature check).
   1.2. Day to day monitoring of personnel's health.
2. Workers Hygiene
   2.1. Constant reminder on proper coughing etiquette.
3. Limit number of Work Personnel
   3.1. Limited mobilization of personnel and minimized skeletal staff.

IV. *Proper Work Attire*

1. All workers must wear the prescribed clothing of the DOLE-OSHC:
   1.1. Shirt with sleeves
   1.2. Pants
   1.3. Closed-toe boots
   1.4. Hard hat
   1.5. High visibility vest
   1.6. Other necessary Personal Protective Equipment (i.e. face masks, gloves, goggles, face shields, etc.) shall be prescribed based on specific characteristics of project.
2. As per the DOH, all workers are expected to wear proper face masks.

V *Social Distancing and Precautionary Measures*

1. Social distancing should be observed at the construction site and in the office:
   1.1. All workers should respect social distancing guidelines, as much as possible.
2. Provision for transport compliant with social distancing requirements.
3. Provision of On-/Near-Site accommodations/barracks, where available.
   3.1. Enough space should be provided for every employee/worker staying in the barracks to ensure that social distancing (at least 50% reduction in density of people) are adequately implemented. This can be achieved either by providing additional space/facilities or by having occupants work (and sleep) in shifts.
   3.2. Segregate employees/workers who are coming back to work from those who originally stayed in the barracks during the ECQ period.
   3.3. Barracks should have at least one (1) meter of physical distance from each occupant and/or provision of a physical barrier in between occupants.
   3.4. Should be well ventilated / windows opened to allow fresh air circulation.
4. Provision of dedicated point-to-point shuttle service (residence-workplace-residence and compliant with social distancing).
5. Observe social distancing (e.g., no sharing of workspaces, staggered lunch breaks, use of large conference rooms only) and hygiene measures (e.g., provide hand washing and disinfection stations, mandatory use of face masks) in workplaces, shuttles and accommodations.
   5.1. Split/alternating shifts are encouraged to avoid extensive intermingling.
   5.2. Breaks should be staggered to limit the number of people in proximity with each other.

5.3. Individuals are expected to clean up their own areas after eating with proper disinfectants.
5.4. Limit the number of people operating or occupying freight elevators.
5.5. Designate smoking area:
  5.5.1. Smokers/vapers must use designated area or do so off-site and butts are to be placed in the designated receptacle. Hands must be washed before and after smoking.
  5.5.2. Stand so that smoke or vapor produced is not going into another person's breathing zone.
5.6. Site meetings:
  5.6.1. Only absolutely necessary meeting participants should attend.
  5.6.2. Attendees should be one (1) meter apart from each other.
  5.6.3. Rooms should be well ventilated / windows opened to allow fresh air circulation.
  5.6.4. Hold meetings in open areas where possible.
  5.6.5. Conduct toolbox meetings in wide open spaces to enable workers to keep the required physical distance of at least one (1) meter. (see Annex H).
  5.6.6. Meetings are to be held through teleconferencing or videoconferencing, where possible.

VI. Site Operations / Construction Work Site

1. Access and Movement to/from Construction Site
  1.1. If possible, establish one-way staircases and walkways to minimize workers' contact.
  1.2. Management can look up possible decontamination chambers (e.g. swimming pool grade-chlorine).
  1.3. All people entering and exiting the workplace should be registered, for easier contact tracing in the event of an outbreak.
  1.4. All non-essential workers are prohibited from entering the jobsite.
2. Limiting and Removing internal touch points areas.
3. Compartmentalization
  3.1 If possible, divide the construction site into zones or other methods to keep workers physically separated. This will promote social distancing and will make containment of possible outbreak easier.
    3.1.1. Limit on the number of people per zone is advised.
    3.1.2. Management can consider reducing workforce in the jobsite.
4. Construction Site Cleaning
  4.1. Regular disinfection of workplaces, shuttles, and accommodations.
  4.2. All offices and jobsites should disinfect the following at least twice per day
    4.2.1. Door handles
    4.2.2. Railings
    4.2.3. Ladders
    4.2.4. Switches
    4.2.5. Controls
    4.2.6. Shared equipment
    4.2.7. Common and eating areas
    4.2.8. Personal workstations

4.3. Hands and common tools/equipment are cleaned or disinfected after each task.
4.4. Awareness on location of commonly used items
5. All offices and jobsites should implement additional cleaning measures of common areas as recommended by the DOH.
6. Management can look up possible decontamination chambers (e.g. chlorine, iodine, betadine, potassium persulfate).
6.1. Demisting only decontaminates the surface, thus the need for PPEs.
6.2. Suggested additional sanitary measures to be implemented/installed on site but are not limited to the following:
6.2.1. Water stations
6.2.2. Proper handwashing areas and hand washing protocol.
6.2.3. Alcohol-based hand sanitizer shall be provided in all department areas, entrances, canteens, beside hand punch machines and other facilities.
6.2.4. Disinfectant wiping products.
6.2.5. Footwear disinfection treatment units (foot baths) before entering site premises or facilities (staff houses, barracks, canteens/mess halls, site offices and others).
7. Limit and remove internal touch point areas (e.g. coffee machines, water fountains, common pens). If possible, also remove doors/ door handles for jobsites.
8. A proper waste and disposal area must be provided, as well as proper disposal of contaminated products.

VII. Additional Guidelines for Vertical and Horizontal Projects

1. If possible, all construction workers are to be housed in either on-site barracks, or off-site barracks. This would make monitoring of workers' activities easier.
1.1. All workers must use the same vehicles they came into work in, if returning to the off-site barracks.
1.2. All vehicles would need to be disinfected, before being ready for use the next day.
2. Management can also look into using the floors of buildings, as barracks, with proper permission of the owners.

Machinery

1. All equipment deliveries must be carefully planned, monitored and managed to avoid the risk of COVID-19 transmission.
2. All delivered equipment must be cleaned and disinfected before use.
3. Assign regular worker to use the equipment, if possible. If sharing cannot be prevented, take precautions and follow the cleaning guide before and after each use.
4. Clean equipment before and after each day's work with a disinfectant, concentrating on points of contact such as handles.
5. If equipment needs to be transferred to other construction sites, the following action must be taken into considerations:
5.1. Plan, monitor and manage the transfer of equipment.
5.2. Equipment should be disinfected before transporting.

5.3. Transporting driver must be recorded including the assistant.
5.4. At the delivery site, equipment should be properly endorsed.
5.5. Once the equipment is received at the project site, number 2, 3 and 4 must be done.

Money

Contracting parties need to discuss, before resumption or start of work, contract provisions on: Payments, Variations and Timelines considering the effects of current government health and safety standards that have to be complied with to prevent the spread of the coronavirus pandemic and ensure workers' protection from the contagious disease. Contractors' concern on cash flow, price escalation, time extensions and productivity will need to be established and agreed with project owners. Contractors need to devise project implementation plan aligned with government approved health and safety protocols.

Contractors need to familiarize themselves with Republic Act (R.A.) 11469 or Bayanihan to Heal As One Act; R.A. 11058 and its IRR as specified in DOLE D.O. 198 S. 2018, and DOLE's D.O. 13 and ensure contracts are aligned with these landmark regulations. For projects with signed contracts before the onset of the coronavirus pandemic, contractors need to check on DOLE's guidelines on drafting new contracts so provisions on employment details, i.e. accommodations, meals, etc. can be included as these are expected to be heavily affected by new guidelines on health and safety. Company code of disciplines may likewise need to be reviewed and re-written to consider pandemic guidelines and ensure employees/workers' full support and cooperation.

Pursuant to Section 21 of DOLE D.O. 198, s. 2018, "*The total cost of implementing a OSH program shall be an integral part of the operations cost. It shall be a separate pay item in construction and in all contracting or subcontracting arrangements.*" to cover the cost inflected during this Public Health Emergency. These costs include, but are not limited, to testing kits; personal protective equipment; workers' barracks; quarantine facilities; isolation rooms; disinfectants; sanitation equipment and facilities; and other expenses relative to compliance with safety and health standards during construction.

Contractors should conduct periodic audits (frequency to be determined based on a project scale and scope) to verify that the appropriate measures have been implemented and are maintained.

The site supervisors and safety officers are expected to conduct daily audits, and safety reports to management in order to make sure that the appropriate measures are implemented and followed.

Construction companies should expect to deal with heightened safety and health guidelines until such time that the pandemic has fully been eradicated, and:

1. Analyze contract requirements;
2. Comply with contractual notice requirements;
3. Adapt and Adjust schedule;
4. Coordinate and Cooperate with all participants; and

5. Document everything.

Risk Assessment and Response

1. All contractors would need to guarantee the minimum level of standards to protect the health of the workers engaged in the construction sites.
2. Before any activity is resumed, all hazards, due to the halting of work, must be reviewed and controlled.
   2.1. Workers involved should have proper understanding of the operations and environment condition checking
3. An integrated continuity plan should also be provided in the event of a partial or complete shutdown of jobsite or if jobsite operations are severely limited.
4. All contractors should complete an integrated continuity plan to respond to partial or complete shutdown of construction sites or in the case of a severe limitation of site operations.

The COVID-19 pandemic affects working hours and earnings in all businesses, globally. However, the construction industry is unique with respect to the COVID-19 because construction contracts typically contain provisions about time for performance and fees for failing to perform on time. There is no question that all participants in the construction industry have experienced, and will continue to experience, impacts on their operations because of COVID-19 and experts say the fallout is one more factor poised to affect construction firms. These impacts include, among others, schedule delays, workforce disruptions, equipment and supply chain disruptions, reduced productivity due to on site health and safety measures (e.g., social distancing, staggering of work, enhanced sanitary measures, etc.), permit delays or restrictions on new permits, and financing restrictions or cash flow shortages.

Therefore, it is critical that construction companies be proactive rather than reactive in dealing with the COVID-19 and it is highly recommended that they take the following steps with respect to the coronavirus:

1. Define – identify the company's main vulnerabilities (convene a meeting with senior management and decision-makers to identify potential impacts on the company).
2. Assess – understand if and how the company is prepared to deal with the company's main vulnerabilities (review any existing plans and procedures to ensure they are current and begin preparing business continuity and crisis management plans and procedures aimed at minimizing potential impacts on the company).
3. Implement and Manage – ensure the company's plans and procedures work (work with senior management and decision-makers to establish and embed response and recovery arrangements and confirm senior management and decision-makers understand their roles and support how the plans and procedures will be used).
4. Communicate and Remain Vigilant – ensure the company's teams are informed (assign clear responsibilities for internal and external communications).

This pandemic was not foreseeable and unfortunately, its duration and fallout remain uncertain. What is certain is that the world is transitioning. Being prepared for this will be essential to managing the outcome and minimizing negative impacts.

Monitoring

DTI-CIAP is revitalizing its Joint Administrative Order No. 01, S. 2011 with DOLE, DPWH, DILG and the Professional Regulation Commission (PRC) to strengthen coordination and enhance the implementation of the Construction Guidelines on Project Implementation for the period of Public Health Emergency, DOLE D.O. 13 and R.A. 11058 and its IRR as specified in DOLE D.O. 198 S. 2018, and specifically, enforce strict monitoring of construction activities.

The DOLE shall refer to the Philippine Contractors Accreditation Board (PCAB) its findings, after due process, on any act or omission committed by construction contractors in violation of labor standards, safety rules and regulations and other pertinent policies.

Effectivity

These guidelines shall take effect after approval by the CIAP Board and posting in the official gazette (www.officialgazette.gov.ph) and CIAP website (www.ciap.dti.gov.ph).

References

1. *WHO – Getting your workplace ready for COVID-19, 19 March 2020*
2. *Philippines – Omnibus Guidelines on the Implementation of Community Quarantine in the Philippines as of 15 May 2020*
3. *Philippines – COVID-19 Protocols for Construction Sites Workers Safety and Security Version 3 by Philippine Constructors Association (PCA) as of 25 April 2020*
4. *Australia – Building and Construction Industry: Minimizing the Risk and exposure to COVID-19 as of 9 April 2020*
5. *Canada – COVID-19 – Standardized Protocols for all Canadian Construction Sites Version 4*
6. *New Zealand COVID-19, V&H Construction Protocols Version 2*
7. *New Zealand – COVID-19 Health and Safety Protocols for New Zealand Residential Construction Sites Version 3, 22 April 2020*
8. *DOH – Administrative Order No. 2020-015, "Guidelines on the Risk-Based Public Health Standards for COVID-19 Mitigation"*
9. *DOH Department Memorandum No. 2020-151, Interim Guidelines on Expanded Testing for COVID-19, reiterated under DOH D.M. No. 2020-174*
10. *DOH D.M. No. 2020-0220, s. 2020, Interim Guidelines on the Return-to-Work as of 11 May 2020*
11. *DPWH D.O. 39, S. 2020, Revised Construction Safety Guidelines for the Implementation of Infrastructure Projects during the COVID-19 Public Health Crisis, repealing D.O. No. 35, S. 2020*
12. *DTI - DOLE Interim Guidelines on Workplace Prevention and Control of COVID-19*
13. *DTI and DOLE Webinar on 8 May 2020*
14. *DOLE Labor Advisory No. 18, S. 2020, Guidelines on the Cost of COVID-19 Prevention and Control Measures, 16 May 2020*
15. *DOLE Department Order 13: Guidelines Governing Occupational Safety and Health in the Construction Industry*
16. *R.A.11058, "An Act Strengthening Compliance with Occupational Safety and Health Standards and Providing Penalties for Violations thereof" and its Implementing Rules and Regulations as specified in DOLE D.O. 198 S. 2018*
17. *DOLE-DPWH-DTI-DILG-PRC Joint Administrative Order No. 1, Series of 2011*

18. *EEI Guidelines on the COVID-19 Prevention and Control at the Workplace (Alert level code RED sub-level 2)*
19. *DMCI Work Resumption Protocols as of 22 April 2020*

Acknowledgment

The Construction Guidelines for Project Implementation during the period of Public Health Emergency would not have been possible without the patience, diligence and selfless dedication of the following members of the Technical Working Group (TWG) who religiously participated in the deliberations and drafting work:

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Philippine Constructors Association (PCA), Inc.
Ranoof T. Rellera
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Eduardo P. Trinidad
Government
Assistant Secretary Mariano R. Alquiza – DOLE
Assistant Secretary Antonio Molano Jr. – DPWH

The Technical Working Group (TWG) was ably assisted by the following staff of the Philippine Domestic Construction Board:

Leilani d.L. del Prado
Jocelyn C. Carrasco
Nikki C. Najarro
Ariane Monique D. Balaoing
Dana Lorraine C. Faurillo
Rose Ann A. Bolitres

15 June 2020

Atty. JAY DANIEL R. SANTIAGO
General Manager
Philippines Ports Authority (PPA)
Bonifacio Drive, South Harbor
Port Area, Manila

Subject: **Construction Guidelines for Project Implementation during the period of Public Health Emergency**

Dear Atty. Santiago:

Greetings!

In line with the President's declaration of Public Health Emergency in the country to address COVID-19, the **Philippine Domestic Construction Board (PDCB)**, an implementing board of the **Construction Industry Authority of the Philippines (CIAP)**, mandated to formulate policies, plans, programs, and strategies for the development of the Philippine construction industry organized a **Technical Working Group (TWG)** composed of representatives from contractors of varying sizes and suppliers coming from Luzon, Visayas and Mindanao to *formulate protocols for the industry* for resumption of construction work in areas under quarantine.

As a result, we have developed the **"Construction Guidelines for Project Implementation during the period of Public Health Emergency"** to serve as reference for *contractors and implementing agencies*, to ensure viability of projects and protection from and spread of the coronavirus. The Guidelines were approved by the PDCB and CIAP Board on May 18 and June 2020, respectively.

These guidelines set key principles and minimum requirements that define responsible, healthy and safe operations for construction-related operations under COVID-19 and ensure the survival of business as well as the protection of workers. These guidelines include prevention, detection, and rapid response measures designed to achieve the principles above while maintaining business continuity across the construction industry.

These also present options or courses of actions which contractors may consider depending on applicability to the project's unique characteristics while maintaining minimum requirements based on guidelines by government authorities such as the IATF Omnibus Guidelines for the Implementation of Community Quarantine in the Philippines, Department of Trade and Industry (DTI) and Department of Labor and Employment (DOLE) Interim Guidelines on Workplace Prevention and Control of COVID-19, and DOH Department Memorandum No. 2020-220, Interim Guidelines on the Return-to-Work.

In this regard, may we respectfully furnish you with the copy of the approved **Construction Guidelines** (*copy attached*), for your reference. Further, may we also

request your kind assistance in disseminating these Construction Guidelines among your stakeholders, including contractors and implementing agencies.

You may also visit CIAP's website at www.ciap.dti.gov.ph for the latest updates and version of these Construction Guidelines.

For questions and clarifications, kindly email PDCB Secretariat at pdcb@dti.gov.ph. Thank you for your usual support.

Sincerely,

DORIS U. GACHO
Executive Director, PDCB

SECTION IX

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

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**

Technical Documents

☐ (b) 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**

☐ (c) 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**

☐ (d) Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**

☐ (e) 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**

(f) 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**

☐ (g) 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.

Financial Documents

☐ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

☐ (i) 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

☐ (j) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**

☐ (l) 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**

☐ (m) Cash Flow by Quarter.

SECTION X

BIDDING FORM

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: **Philippine Ports Authority**
PPA Building, Bonifacio Drive,
South Harbor, Port Area, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: ***PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY***;

b. We offer to execute the Works for this Contract in accordance with the PBDs;

c. The total price of our Bid in words and figures, excluding any discounts offered below is: _____;

d. The discounts offered and the methodology for their application are: _____;

e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,

f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;

g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines[1] for this purpose;

h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

[1] currently based on GPPB Resolution No. 09-2020

i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the ***PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY*** of the **Philippine Ports Authority**.

l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

BILL NO.	DESCRIPTION	TOTAL AMOUNT
1	GENERAL EXPENSES	₱
2	DREDGING WORKS	₱
	TOTAL AMOUNT OF BID (INCLUDING VAT)	₱

STATEMENT OF THE BIDDER'S ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

I hereby declare that all ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid are listed below:

Name of outstanding Contracts 1]	Owner's Name and Address	Scope of Work 2]	Contractor's Role and Percentage of Participation 3]	Total Contract Amount or Value 4]	Date of Contract and NOA 5]	Value of Outstanding Works 6]	Accomplishment (In percentage, %) 7]		Contract Duration 8]	
							Planned	Actual	Start of Project	Estimated Completion Date
A) Government Contracts I. On-going II. Awarded but not yet started B) Private Contracts I. On-going ii. Awarded but not yet started										

NOTE:

1] As appearing in the contract executed by the parties.
2] With special reference to the Scope of Works of the Project as described/enumerated in the Contract.
3] Indicate the percentage of participation and whether as Sole Contractor, Sub-Contractor or Member in a Joint Venture / Consortium.
4] Indicate the FOREX used if Contract Value is expressed in a currency other than the Philippine Peso.
5] As appearing in the Contract and Notice of Award (NOA).
6] Amount or value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.
7] Percentage of Accomplishment as of the preceding month which should not be earlier than two (2) months from the date of bid submission.
8] As appearing in the Notice to Proceed and Contract.

This Statement shall be supported by:
a) Notice of Award
b) Notice to Proceed and Contract

Name of Firm	Name of Bidder/Authorized Representative (Signatory's Legal Capacity)	Date

Revised: September 2021

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

Name of the completed Contract 1]	Owner's Name and Address	Scope of Work 2]	Contractor's Role and Percentage of Participation 3]	Total Contract Value At 4]			Date of Award 5]	Contract Duration 6]	
				Award	Completion	Escalated Value to Present Prices		Start	Completed

NOTE :

1] As appearing in the contract executed by the parties.
2] With special reference to the Scope of Works of the Project as described/enumerated in the Contract.
3] Indicate the percentage of participation and whether as Sole Contractor, Sub-Contractor or Member in a Joint Venture / Consortium.
4] Indicate the FOREX used if Contract Value is expressed in a currency other than the Philippine Peso. Attached the computation for the escalated contract value.
5] As appearing in the Notice of Award.
6] As appearing in the Notice to proceed and Certificate of Completion.

A. The bidder must have an experience of having completed a SLCC that is similar to the contract to be bid equivalent to at least fifty percent (50%) of the ABC, adjusted if necessary, by the Bidder to current prices using the PSA consumer price indices. A contract is considered to be "similar" to the contract to be bid if it has the same Major Categories of Work as stated in the Bid Data Sheet (BDS).
B. This Statement shall be supported by:
   a. Notice of Award, Notice to Proceed and Contract.
   b. Project Owner's Certificate of Final Acceptance issued by the owner and/ or Constructors Performance Evaluation System (CPES) Final Rating, which must be at least Satisfactory. The said Certificate of Acceptance shall contain the following: 1) Name of project owner that issued the certificate, 2) Name of Contractor/ Constructor, 3) Name of Contract, and 4) Contract Duration.
   c. Recapitulation or Final Bill of Quantities.

Name of Firm	Name of Bidder/Authorized Representative (Signatory's Legal Capacity)	Date

Revised: September 2021

STATEMENT OF THE BIDDER'S EXPERIENCE ON MAJOR CATEGORIES OF WORK OF THE SLCC INCLUDING OTHER COMPLETED CONTRACTS SIMILAR TO THE CONTRACT TO BE BID

Major Categories of Work 1]	Unit of Measure 1]	Quantity 1]	SLCC similar to the contract to be bid 2]	Other completed contracts similar to the contract to be bid 2]			Unit of Measure 2]	Quantity 2]
			Name of the contract	Name of the contract	Name of the contract	Name of the contract		
EXPERIENCED & ACCREDITED IN PORTS, HARBORS, & OFFSHORE ENGINEERING PROJECTS: - **PARTICULARLY IN DREDGING DENSE TO HIGHLY DENSE SOIL MATERIALS AND OPEN SEA DISPOSAL**	cu.m.	100,000						

NOTE:
1] As stated in the Bid Data Sheet.
2] As appearing in the Recapitulation and/ or Final Bill of Quantities.
This statement shall be supported by:

a. Notice of Award, Notice to Proceed and Contract.
b. Project Owner's Certificate of Final Acceptance issued by the owner and/ or Constructors Performance Evaluation System (CPES) Final Rating, of at least satisfactory. The said Certificate of Acceptance shall contain the following: 1) Name of project owner that issued the certificate, 2) Name of Contractor/Constructor, 3) Name of Contract, and 4) Contract Duration.
c. Recapitulation and/ or Final Bill of Quantities.

Name of Firm

Name of Bidder/Authorized Representative
Signatory's Legal Capacity

Date

Revised: September 2021

FINANCIAL DATA

A. The prospective bidder's audited Financial Statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "RECEIVED" by the Bureau of Internal Revenue (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.

	Year
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net worth (1-3)	
6. Net Working Capital (2-4)	

B. The computation of the bidders Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid, as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

NFCC = _____

Attached herewith are certified true copies of the audited financial statements stamped received by the BIR or BIR authorized collecting agent for the latest/immediately preceding calendar year.

_____
Name of Firm/Applicant

_____
Authorized Signing Official

Date:_____

NOTES:

If Partnership or Joint Venture, each Partner or Member Firm of Joint venture shall submit separate financial statements.

STATEMENT OF THE BIDDER'S KEY PERSONNEL PLEDGED FOR THE CONTRACT TO BE BID

I hereby declare that the following key personnel are qualified and available for the duration of the contract to be bid:

Position of Key Personnel 1]	Name	No. of Key Personnel	Similar Experience in the Position (Years) 2]	Total Experience in the Position (Years)	Attachment(s)	Annex(es)
Project Manager					PRC License (CE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Project Engineer					PRC License (CE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Construction Safety and Health Officer					Certificate of Safety and Health Construction Related Course issued by DOLE Accredited Trainings Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Foreman					Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Other Position(s)					Complete Qualification and Experience Data Certificate of Commitment	Annex "_"

NOTE: 1] As stated in the Bid Data Sheet
2] The number of years of experience of the key personnel shall be as indicated in the qualification and experience data or curriculum vitae.

Minimum qualification requirements: The key personnel must have a work experience that is similar in nature and complexity to the contract to be bid.

Project Manager - Five (5) years	Materials Engineer – One (1) year
Project Engineer - Three (3) years	Materials Engineer I – for projects costing up to 100M
Project Architect – Three (3) years	Materials Engineer II – for projects costing more than 100M
Foreman - Five (5) years	Construction Safety and Health Officer – One (1) year

Name of Firm	Name of Bidder/Authorized Representative (Signatory's Legal Capacity)	Date

Revised: September 2021

STATEMENT OF THE BIDDER'S EQUIPMENT PLEDGED FOR THE CONTRACT TO BE BID

I hereby declare that the following equipment are in good operating condition and available for the duration of the contract to be bid:

DESCRIPTION (Type, Model, Make)	No. of Unit(s)	Capacity/ Output 1]	Owned, Leased, and/or under purchased agreement 2]	Proof of Ownership/ Leased/ Under Purchase Agreement (Mark as Annex "A.....Z") 3]	OTHER INFORMATION (As Applicable)				
					Manufacturer	Engine Serial No.	Chassis No./ Name of Vessel	Location	Status

NOTE:

1] The unit of capacity of the pledged equipment shall be as indicated in the Proof of Ownership, i.e. GW (for crane barge), DWT (for deck barge and hopper barge), Ton (for crane, road roller and drop hammer), kg.-m/blow (for diesel hammer), cu.m. (for dump truck), hp (for tugboat, road grader, bulldozer and concrete vibrator), cfm (for compressor), gal (for water truck with pump), amp (for welding machine), bagger (for concrete mixer). If the capacity of the pledged equipment is not indicated in the Proof of Ownership/Lease Contract/Purchased Agreement, submit other proof of capacity such as specifications, brochures or other verifiable printouts indicating the model name, model number and other details of the equipment.

2] Indicate if the pledged equipment are owned, leased or under purchase agreement.

3] If the pledged equipment is owned, it should be in the name of the bidder. Submit proof of ownership, i.e. deed of sale, sales invoice, official receipt; For owned Water Truck, Dump Truck, Cargo Truck and Transit Mixer submit LTO Certificate of Registration and valid Official Receipt; For owned barge/tugboat, submit Marina Certificate of Ownership and valid Cargo Ship Safety Certificate.

If the pledged equipment is leased/under purchase agreement, submit the following:

For equipment under lease agreement:

a. certification of availability of equipment from the equipment lessor for the duration of the project
b. duly Notarized copy of lease contract
c. For Water Truck, Dump Truck, Cargo Truck and Transit Mixer submit LTO Certificate of Registration and valid Official Receipt

For equipment under purchase agreement:

a. certification of availability of equipment from the equipment vendor
b. duly Notarized copy of purchase agreement
c. For Water Truck, Dump Truck and Transit Mixer submit LTO Certificate of Registration and valid Official Receipt or copy of conduction sticker, whichever is applicable.

If the pledged barge/tugboat is leased/under purchase agreement, submit certification of availability of barge/tugboat from the equipment lessor/vendor for the duration of the project, and duly Notarized copy of lease contract/purchased agreement together with a copy of the Marina Certificate of Ownership and valid Cargo Ship Safety Certificate.

The Minimum Major Equipment Requirements are listed in Section 8, Annex 3.

Name of Firm	Name of Bidder/Authorized Representative (Signatory's Legal Capacity)	Date

Revised: August 2024

Omnibus Sworn Statement for Sole Proprietorship

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, _____, of legal age, [Civil Status], [Nationality], and residing at _____, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the sole proprietor or authorized representative of _____ with office address at _____;

2. As the owner and sole proprietor, or authorized representative of _____, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for ***PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY*** of the **Philippine Ports Authority**, as shown in the attached duly notarized Special Power of Attorney;

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **BY ITSELF OR BY RELATION, MEMBERSHIP, ASSOCIATION, AFFILIATION, OR CONTROLLING INTEREST WITH ANOTHER BLACKLISTED PERSON OR ENTITY AS DEFINED AND PROVIDED FOR IN THE UNIFORM GUIDELINES ON BLACKLISTING;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;

b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and

d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the ***PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY.***

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **IN CASE ADVANCE PAYMENT WAS MADE OR GIVEN, FAILURE TO PERFORM OR DELIVER ANY OF THE OBLIGATIONS AND UNDERTAKINGS IN THE CONTRACT SHALL BE SUFFICIENT GROUNDS TO CONSTITUTE CRIMINAL LIABILITY FOR SWINDLING (ESTAFA) OR THE COMMISSION OF FRAUD WITH UNFAITHFULNESS OR ABUSE OF CONFIDENCE THROUGH MISAPPROPRIATING OR CONVERTING ANY PAYMENT RECEIVED BY A PERSON OR ENTITY UNDER AN OBLIGATION INVOLVING THE DUTY TO DELIVER CERTAIN GOODS OR SERVICES, TO THE PREJUDICE OF THE PUBLIC AND THE GOVERNMENT OF THE PHILIPPINES PURSUANT TO ARTICLE 315 OF ACT NO. 3815 S. 1930, AS AMENDED, OR THE REVISED PENAL CODE.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

_____
Name of Bidder/ Authorized Representative
(Signatory's Legal Capacity)
AFFIANT

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement for Partnership or Cooperative

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, _____, of legal age, [Civil Status], [Nationality], and residing at _____, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of _____ with office address at _____;

2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for ***PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY*** of the **Philippine Ports Authority**, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **BY ITSELF OR BY RELATION, MEMBERSHIP, ASSOCIATION, AFFILIATION, OR CONTROLLING INTEREST WITH ANOTHER BLACKLISTED PERSON OR ENTITY AS DEFINED AND PROVIDED FOR IN THE UNIFORM GUIDELINES ON BLACKLISTING;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in

compliance with the Philippine Bidding Documents, which includes:

a. Carefully examining all of the Bidding Documents;
b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the ***PROPOSED DREDGING OF TACLOBAN PORT (PHASE II), TACLOBAN CITY.***

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **IN CASE ADVANCE PAYMENT WAS MADE OR GIVEN, FAILURE TO PERFORM OR DELIVER ANY OF THE OBLIGATIONS AND UNDERTAKINGS IN THE CONTRACT SHALL BE SUFFICIENT GROUNDS TO CONSTITUTE CRIMINAL LIABILITY FOR SWINDLING (ESTAFA) OR THE COMMISSION OF FRAUD WITH UNFAITHFULNESS OR ABUSE OF CONFIDENCE THROUGH MISAPPROPRIATING OR CONVERTING ANY PAYMENT RECEIVED BY A PERSON OR ENTITY UNDER AN OBLIGATION INVOLVING THE DUTY TO DELIVER CERTAIN GOODS OR SERVICES, TO THE PREJUDICE OF THE PUBLIC AND THE GOVERNMENT OF THE PHILIPPINES PURSUANT TO ARTICLE 315 OF ACT NO. 3815 S. 1930, AS AMENDED, OR THE REVISED PENAL CODE.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

_____
Name of Bidder/ Authorized Representative
(Signatory's Legal Capacity)
AFFIANT

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: _____

To: **Philippine Ports Authority**
PPA Building, Bonifacio Drive,
South Harbor, Port Area, Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
   c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month] [year]* at *[place of execution]*.

_____
Name of Bidder/ Authorized Representative
(Signatory's Legal Capacity)
AFFIANT

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

DREDGING METHODOLOGY

NAME OF PROJECT : **PROPOSED DREDGING OF TACLOBAN PORT (PHASE II)**

PROPOSED PROJECT DESCRIPTION :

DREDGING OF MANEUVERING AND BERTH AREAS AND DISPOSAL OF DREDGED MATERIALS

LOCATION:

TACLOBAN CITY

MINIMUM SCOPE OF DREDGING METHODOLOGY:

DREDGING

- Dredging/Excavation of the existing seabed up to the required, composing more or else of: soft to highly dense seabed comprising of clayish sand/soil, pebbles/stones.
- Loading of excavated dredging materials into the dumping scow and disposal to designated area as directed by the Project Engineer.
- Dredging works: **(SEE ALSO THE TECHNICAL SPECIFCATION AT SECTION VI)**
  - Shall be undertaken on the deep portion of the channel way up to the shallow area.
  - Must not obstruct the flow of vessel's traffic within the vicinity.
- Estimated Dredging Area : See Section 7.0; hydrographic survey plan
- Designed Depth : See Section 7.0; hydrographic survey plan
- Estimated volume to be dredged : **200,000 cu.m.**

DISPOSAL (Open Sea Dumping)

- Transporting and disposing of dredged materials;
  - @ PHILIPPINE COAST GUARD (PCG'S) DESIGNATED DUMPING SITE about **15.0 KMS. AWAY FROM THE PROJECT SITE;**
  - Must not obstruct the flow of vessel's traffic within the vicinity.

NOTES:

- The narrative construction method will guide and familiarize the contractor and the PPA on how the project shall be carried out in accordance with the highest standard of workmanship.
- The construction method shall be consistent with the bar Chart/S-Curve Schedule, Equipment Schedule and Manpower Schedule.

(Authorized Signing Official)
Signature

Revised: September 2021

MANPOWER SCHEDULE

NAME OF PROJECT : **PROPOSED DREDGING OF TACLOBAN PORT (PHASE II)**

PROPOSED PROJECT DESCRIPTION :

DREDGING OF MANEUVERING AND BERTH AREAS AND DISPOSAL OF DREDGED MATERIALS

LOCATION:

TACLOBAN CITY

MANPOWER (Minimum)	Contract Duration (272 Calendar days)															
	MONTHLY															
	30	60	90	120	150	180	210	240	272							
Project Manager																
Project Engineer																
Safety Officer																
Foreman																
Specify other applicable positions, ie.:																
1)																
2)																
3) Others																

Name of Bidder/Authorized Representative
(Signatory's Legal Capacity)

Revised: September 2021

EQUIPMENT UTILIZATION SCHEDULE

NAME OF PROJECT : **PROPOSED DREDGING OF TACLOBAN PORTY ((PHASE II)**

PROPOSED PROJECT DESCRIPTION :

DREDGING OF MANEUVERING AND BERTH AREAS AND DISPOSAL OF DREDGED MATERIALS

LOCATION:

TACLOBAN CITY

EQUIPMENT (Minimum)	No. Of Units	Contract Duration (272 Calendar days)															
		MONTHLY															
		30	60	90	120	150	180	210	240	272							
1)																	
2)																	
3)																	
4)																	
5)																	
6)																	
7)																	

Signature
(Signatory's Legal Capacity)

Revised: September 2021

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

NAME OF PROJECT : **PROPOSED DREDGING TACLOBAN PORTY ({PHASE II)**

PROPOSED PROJECT DESCRIPTION :

DREDGING OF MANEUVERING AND BERTH AREAS AND DISPOSAL OF DREDGED MATERIALS

LOCATION:

TACLOBAN CITY

Project Duration (days or months)	Payment Schedule (Monthly, in Pesos)	Cash flow (Quarterly, in Pesos)
TOTAL		

NOTES

- The cash flow by quarter and payment schedule should be consistent with the Bar Chart and S-curb.
- Payment schedule shall not be more than once a month.

_____
Name of Bidder/Authorized Representative
(Signatory's Legal Capacity)

Revised: September 2021

SECTION XI

CONTRACT FORM

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ between **Philippine Ports Authority** with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila (hereinafter called the "Entity") and **[name and address of Contractor]** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **[name and identification number of contract]** (hereinafter called "the Works") and the Entity has accepted the Bid for **[contract price in words and figures in specified currency]** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:

   a. Philippine Bidding Documents (PBDs);
      i. Drawings/Plans;
      ii. Specifications;
      iii. Bill of Quantities;
      iv. General and Special Conditions of Contract;
      v. Supplemental or Bid Bulletins, if any;

   b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

   Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   c. Performance Security;

   d. Notice of Award of Contract and the Bidder's conforme thereto; and

   e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of **[total contract price in words and figures]** or such other sums as may be ascertained, **[Named of the bidder]** agrees to **[state the object of the contract]** in accordance with his/her/its Bid.

4. The **Philippine Ports Authority** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

JAY DANIEL R. SANTIAGO General Manager	**Name of Bidder/ Authorized Representative** (Signatory's Legal Capacity)
for:	for:
Philippine Ports Authority	**Contractor**

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]