



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS

NEGOTIATING TEAM

Negotiation Bulletin No. 03-2016

Project: **NEGOTIATED PROCUREMENT OF THE INDEPENDENT CONSULTANT FOR THE INTEGRATED TRANSPORT SYSTEM (ITS) – SOUTH TERMINAL PROJECT**

TO ALL PROSPECTIVE OFFERORS:

Please find attached the following:

1. Answers to Queries – Annex “A”; and
2. Concessionaire Milestones – Annex “B”

For your guidance and information.

Issued this 8th day of April 2016.

ENGR. DEO LEO N. MANALO

Head, Negotiating Team

and OIC – Assistant Secretary for Project Development and PPP

ANNEX A – ANSWERS TO QUERIES

No.	Item No.	DOTC Negotiation Documents	Queries/Clarifications	DOTC's Response
1	Instructions to Offeror Clause 10.2 (a) Page 17	Offer Security as Prescribed in ITO Clause 15. If the Offeror opts to submit the bid security in the form of: (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or (ii) a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument.	We wish to request that a Bid Securing Declaration be an acceptable form for the Offer Security.	The Bid Securing Declaration will be accepted. Section 27.2 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184) states that, "The procuring entity shall indicate in the Bidding Documents the acceptable forms of bid security that bidders may opt to use, which shall include the Bid Securing Declaration provided in Section 27.5 of this IRR and at least one (1) other form..."
2	Negotiation Forms FPF No. 5 Page 134	Reimbursables per Activity	Since it is difficult to have reimbursements to local agencies, could we have no reimbursable and put "none" or zero "0.00" cost?	Please note that: 1. A blank FPF No.5 is not compliant with the requirement as FPF No.5 contains given cost provisions; and 2. Indicating "0.00" cost would mean that the cost component attached to the corresponding services are to be rendered by the Consultant for free.
3	Special Conditions of the Contract Section V	Milestones		Please see Annex "B" as attached.
4	Special Conditions of the Contract Clause 53.5(a)	No Mobilization Fee or advance payment is allowed	Could we request for an advance payment to cover the consultant's initial cost on mobilizing our professionals for the project? As per IRR Annex F, "The Government, as it considers fair and reasonable, may allow advance payment to the Consultant in the amount which shall not exceed fifteen	The request for advanced payment may be considered during Negotiations with the Highest Rated Offeror.

			percent (15%) of the contract amount to cover the cost of mobilization...”	
5	Negotiation Data Sheet Clause 10.1(c) Page 44	Note that the Curriculum Vitae (CVs) and certifications (for the Safety Expert) of the nominated Key Personnel shall be included in the submission of Technical Proposals, following TPF 6. All CVs and certifications to be issued by the nominated Key Personnel should be notarized/executed under oath.	Following the issued TPF No. 6, form doesn't have notarization part. We wish to clarify if the CVs and Safety Certification should be notarized?	All CVs and the Certification for the Safety Engineer must be notarized. Please include a space for the jurat.
6	Terms of Reference List of Key Personnel Page 95	Experience on Eligible Assignments (for Project Manager and Deputy Project Manager): 1. The minimum cumulative development cost must be at least Four Hundred Million Philippine Pesos (Php 400,000,000.00), excluding the price of land; 2. Each individual project must have a minimum development cost of at least One Hundred Million Pesos (Php 100,000,000.00), excluding the price of land; and 3. Each individual project must involve a capacity of at least thirty (30) parking bays for land surface transport vehicles with four (4) or more wheels, excluding rail.	Kindly advise on what are acceptable proofs for developmental costs.	Verification of development cost will be based on the development cost as reflected in the attachments to EDF No. 3 for Similar Contracts: Type A - either: (a) Contracts for transport planning of the Developments; or (b) Contracts for the review of detailed design of the Developments; or (c) Contracts for the preparation of detailed design of the Developments; or (d) Contracts for the certification of detailed design of the Developments; or (e) Contracts for engineering consultancy on the Developments. Type B - either: (a) Contracts for project management of the Developments; or (b) Contracts for construction management of the

				Developments; or (c) Contracts for construction of the Development.
7	Negotiation Forms EDF No. 3 Page 113	Column No. 3 “Type of Development”	Kindly site examples for the field “Type of Development”	<p>As defined on Page 39 of the Negotiation Data Sheet:</p> <p>“Developments” shall refer to any of the following: a bus terminal, commercial complex, shopping mall, airport terminal, parking complex, freight terminal; provided that:</p> <ol style="list-style-type: none"> 1. The minimum cumulative development cost of project must be at least Four Hundred Million Philippine Pesos (Php 400,000,000), excluding the price of land; and 2. Each individual project must have a minimum development cost of project of at least One Hundred Million Philippine Pesos (Php 100,000,000); and 3. Each individual project must involve a capacity of at least thirty (30) parking bays for land surface transport vehicles with four (4) or more wheels, excluding rail.

Milestone	Responsibility	Deadline
Submission of Design Submittals Schedule	Concessionaire	No later than one hundred eighty (180) days from the Signing Date
Submission of Detailed Design to the Independent Consultant	Concessionaire	Within one hundred eighty (180) days from Signing Date
Submission of Draft Commercial Development Plan	Concessionaire	Within one hundred eighty (180) days from Signing Date
Achievement of Construction Start Date and Required Construction Start Date	Both Parties	No later than eight (8) months and twenty five (25) days after the Signing Date or as extended in accordance with this Concession Agreement
Submission of the Commissioning and Acceptance Plan	Concessionaire	No later than three (3) months from the Construction Start Date
Delivery of O&M Manual	Concessionaire	No later than ninety (90) days before Required Completion Date
Delivery of Terminal Schedule	Concessionaire	No later than three (3) months prior to Required Completion Date
Completion of Application for Operating Franchise	Concessionaire	No later than thirty five (35) days before the then anticipated Construction Completion Date
Development of ESMS	Concessionaire	No later than ninety (90) days before Required Completion Date
Required Completion Date	Concessionaire	No later than eighteen (18) months after the Construction Start Date or six (6) months after the Skyway ITS Interchange has been made available to Concessionaire, whichever is later or as extended in accordance with this Concession Agreement.
Operation of the ITS Terminal	Concessionaire	Upon the earlier of the date of issuance of the Provisional Acceptance Certificate or Final Acceptance Certificate