



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS

PRIMARY BIDS AND AWARDS COMMITTEE

Project: MARITIME SAFETY CAPABILITY IMPROVEMENT PROJECT FOR THE PHILIPPINE COAST GUARD – CONSTRUCTION OF THE VESSELS AND RELATED SERVICES

General Bid Bulletin No.: 06-2014


TO ALL PROSPECTIVE BIDDERS:

Please find attached the following documents relative to the above-mentioned project:

1. Addendum No. 1 of the Bidding Documents attached herein as Annex “A”;
2. Batch 2 of the clarification to the queries of shortlisted bidders attached herein as Annex “B”; and
3. Batch 3 of the clarification to the queries of shortlisted bidders attached herein as Annex “C”.

For your guidance and information.

Issued this 21st November 2014.


ATTY. JOSE PERPETUO M. LOTILLA
Chairman, Bids and Awards Committee
and Undersecretary for Legal Affairs

Addendum No.1 to Bid Documents
For
Maritime Safety Capability Improvement Project for the PCG
Procurement of Multi-Role Response Vessels
Issued on November 21, 2014

This addendum shall be considered part of the Bidding Documents (except as noted otherwise) and is issued to change, amplify, or delete from or otherwise explain these documents where provisions of this addendum differ from those of the original documents. This addendum shall have precedence over the original documents and the clarifications made so far and shall govern.

PART 1 – Bidding Procedures, Section I. Instruction to Bidders

In Clause 34.3, the last phrase of the clause is incomplete.

The correct and complete clause is:

Provided that a Technical Bid is substantially responsible, the Employer shall rectify quantifiable nonmaterial nonconformity related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purpose only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

PART 1 – Bidding Procedures, Section II. Bid Data Sheet

Minor changes are made in ITB2.1, ITB 7.1, ITB 7.4, and ITB 18.4 and ITB 11 of Bid Data Sheet has been cancelled.

Refer to pages 3 to 6 hereto where the entire Bid Data Sheet is attached.

PART 1 – Bidding Procedures, Section III. Evaluation and Qualification Criteria

Changes are made in 1.2 Economic Evaluation, 1.2.3 (a) Time Schedule, (ii) Acceleration:
Refer to pages 7 hereto.

PART 1 – Bidding Procedures, Section IV. Bidding Forms

Changes are made in Letter of Bid, cancelling it and adding two bid forms, namely;

- Letter of Technical Bid, and
- Letter of Price Bid,

pursuant to changes in ITB 11 of Bid Data Sheet with respect of Bid Procedures.

Refer to pages 8to11 hereto.

Also following bid forms are changedor added for the sake of integrity of Bid Forms:

- Price Schedules of Multi-Role Response Vessels and Special Spare Parts Offered from Outside the Employer's Country
- Acceleration Early Delivery Evaluation
- Form ELI-3: Declaration Form of the Eligibility under STEP
- Form EXP-2(a)
- Form MAN: Manufacturer's Authorization (To be added to Technical Proposal)

Refer to pages 12 to 18 hereto.

PART 3 – Conditions of Contract and Contract Forms, Section VIII.

Particular Conditions

Minor changes are made in PC 23.2, PC 23.13, and PC 24 for the sake of clarity of the Bid Documents.

Refer to pages 19 to 24 hereto.

PART 3 – Conditions of Contract and Contract Forms, Section IX Contract Forms

Changes are made in Contract Agreement and Appendix 1. Terms and Procedures of Payment, where changed terms and procedures of payments are stated.

Refer to pages 25 to 32 hereto.

(End of Outline)

Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is : Four (4)
ITB 1.1	The Employer is: Department of Transportation and Communications, Republic of the Philippines
ITB 1.1	The name, identification and number of the lot(s) (contract(s)) comprising this Limited ICB is: The name: Procurement of ten (10) units Multi-Role Response Vessel and Special Spare Parts Identification: The design, fabrication, construction, launching, outfitting, sea trials, delivery and personnel training Number of the lots: One Contract One (1) package of ten (10) units of Multi-Role Response Vessels and Special Spare Parts
ITB 2.1	The Borrower is: The Republic of the Philippines
ITB 2.1	The number of the Loan Agreement is: <u>PH-P257</u> The amount of a Japanese ODA Loan is: Japanese Yen 18,732 M The signed date of the Loan Agreement is: 14 December 2013
ITB 2.1	The name of the Project is: Maritime Safety Capability Improvement Project for the Philippine Coast Guard
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: April 2012
ITB 3.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
ITB 4.1	Kindly refer to Section V. Eligible Source Countries of Japanese ODA Loans.
ITB 4.5	The forming of all 4 shortlisted firms into a single JV is not allowed.

B. Contents of Bidding Documents	
ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Attention: Atty. Jose Perpetuo M. Lotilla Undersecretary for Legal and Chairman, Bids and Awards Committee Street Address: The Columbia Tower, Brgy Wack-wack, Ortigas Ave. Floor/Room number: 16th Floor, Room 164 City: Mandaluyong City ZIP Code: 1555 Country: Philippines Telephone/ Facsimile number: +632-654-7725 Electronic mail address: bacsec@dotc.gov.ph
ITB 7.1	Responses to any request for clarification, if any, will be published on the Employer's web page indicated below: http://www.dotc.gov.ph/index.php?option=com_k2&view=item&id=805&Itemid=156
ITB 7.4	<u>A supplemental pre-bid meeting will take place at the following date, time and place:</u> Date: November 14, 2014 Time: 10:30 am Place: DOTC Conference Room, 16th Floor, The Columbia Tower, Brgy. Wack-wack, Ortigas Ave. Floor/Room number: 16th Floor, Room 167 City: Mandaluyong City A site visit will not be organized.
ITB 8.2	Addenda, if any, will be published on the Employer's web page.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.2	The Bidder shall submit with its Technical Bid the following additional documents: None (Be advised that Form MAN is added into Technical Proposal.)
ITB 11.3	The Bidder shall submit with its Price Bid the following additional documents: Acceleration Early Delivery Evaluation

ITB 13.1	Alternatives Bids are not allowed.
ITB 13.2	Alternatives to the Time Schedule are permitted. The evaluation method is as specified in Section III, Evaluation and Qualification Criteria.
ITB 16.1 (b)	The period shall be for seven (7) years.
ITB 18.4	The Price Schedules are comprised of the following twelve (12) schedules: Schedule No.1 1st Multi-Role Response Vessel Schedule No.2 2nd Multi-Role Response Vessel Schedule No.3 3rd Multi-Role Response Vessel Schedule No.4 4th Multi-Role Response Vessel Schedule No.5 5th Multi-Role Response Vessel Schedule No.6 6th Multi-Role Response Vessel Schedule No.7 7th Multi-Role Response Vessel Schedule No.8 8th Multi-Role Response Vessel Schedule No.9 9th Multi-Role Response Vessel Schedule No.10 10th Multi-Role Response Vessel Schedule No.11 Special Spare Parts Schedule No.12 Grand Summary (Summation of Schedules No.1 to 11)
ITB18.5	Duties, taxes and other levies indicated below shall be paid by the Employer: Customs Taxes and Duties Value Added Tax The Contractor shall be exempted from any tax liability.
ITB 18.5(a)	Revise Sub-Clause 18.5 (a) as follows: The Vessels and Special Spare Parts shall be quoted on CIF-Manila basis and CIP-Manila basis, respectively, as mentioned below
ITB 18.7	The prices quoted by the Bidder shall be: fixed
ITB 19.1	The currency(ies) of the Bid shall be as follows: in Japanese Yen
ITB 20.1	The Bid validity period shall be 120 days.
ITB 21.1	Bid Security shall be issued by International Commercial or Universal Bank in according with Republic Act 8791 otherwise known as "The General Banking Act of 2000" included in Section IV. Bidding Forms. The amount of the Bid Security shall be <u>no less than</u> 2 % of the Bid

	Amount, and currency in Japanese Yen.
ITB 21.2 (d)	Other types of acceptable securities: None
ITB 22.1	In addition to the original of the Bid, the number of copies is: Four (4)
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: The Power of Attorney and Certificate of Signature both acknowledged by a Notary Public, and authenticated by the Philippine Embassy or Consulate General in Bidder's country.
D. Submission and Opening of Bids	
ITB 24.1	For <u>Bid submission purposes</u> only, the Employer's address is: Attention: Undersecretary Jose Perpetuo M. Lotilla Street Address: The Columbia Tower, Brgy. Wack-wack, Ortigas Ave. Floor/Room number: 16th Floor, Room 153 City: Mandaluyong City ZIP Code: 1555 Country: Philippines <u>The deadline for Bid submission is:</u> to be informed in another GBB
ITB 27.1	The Technical Bid opening shall take place at: Street Address: The Columbia Tower, Brgy. Wack-wack, Ortigas Ave. Floor/Room number: 16th Floor, Room 167 City: Mandaluyong City Country: Philippines <u>Date and Time:</u> to be informed in another GBB
E. Evaluation and Comparison of Bids	
ITB 35.1(b)	"Mandatory and recommended spare parts and maintenance services" shall be read as "Special spare parts, spare parts and maintenance services"
ITB 36.1(b)	Where there are errors between the total of the amount of Schedules No. 1 to No. 11 and the amount given in Schedule No. 12 (Grand Summary), the former shall prevail and the later shall be corrected accordingly.
ITB 37	In Japanese Yen

Evaluation and Qualification Criteria

1 Evaluation

1.1 Technical Evaluation

... No change has made ...

1.2 Economic Evaluation

1.2.1 Quantifiable nonmaterial nonconformities

... No change has made ...

1.2.2 Other Factors

The following factors and methods will apply under ITB 38.2 (f):

(a) Time Schedule

(b) ... No change has made ...

(i) Acceleration

Earlier delivery of the Vessel is accepted, pursuant to ITB 13.2. Such considerations will be applied to earlier delivery of the first five (5) vessels only. The early delivery consideration (EDC) shall be computed in the following manner:

$EDC1 = 0.0002 \times (\text{number of days for the delivery of the first vessel as per schedule in previous section} - \text{number of days committed for the delivery of the first vessel}) \times \text{value of bid price for the first vessel}$

$EDC2 = 0.0002 \times (\text{number of days for the delivery of the second vessel as per schedule} - \text{number of days committed for the delivery of the second vessel}) \times \text{value of bid price for the second vessel}$

$EDC3 = 0.0002 \times (\text{number of days for the delivery of the third vessel as per schedule} - \text{number of days committed for the delivery of the third vessel}) \times \text{value of bid price for the third vessel}$

$EDC4 = 0.0002 \times (\text{number of days for the delivery of the fourth vessel as per schedule} - \text{number of days committed for the delivery of the fourth vessel}) \times \text{value of bid price for the fourth vessel}$

$EDC5 = 0.0002 \times (\text{number of days for the delivery of the fifth vessel as per schedule} - \text{number of days committed for the delivery of the fifth vessel}) \times \text{value of bid price for the fifth vessel}$

The evaluated bid price would be the price bid minus the summation of all the early delivery considerations for the first five vessels, or:

Evaluated Bid Price = Price Bid - (EDC1 + EDC2 + EDC3 + EDC4 + EDC5)

The Contract shall be awarded to the lowest Evaluated Bid; however the Contract Amount shall be the Financial Bid net of all the corrections.

(c) Functional Guarantees of Multi-Role Response Vessels and Special Spare Parts

... No change has made ...

(End of Evaluation and Qualification Criteria)

Letter of Technical Bid

Date: *[insert date of Bid submission]*

Loan Agreement No.: PH-P257

IFB No.: *[insert number]*

To: Department of Transportation and Communications,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;
- (b) We, including any subcontractors/manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to design, fabrication, construction, fitting, launching, test, sea trials, deliver and personnel training, in conformity with the Bidding Documents, the following Plant and Installation Services: *[insert a brief description of the Plant and Installation Services]*;
- (e) Our Bid shall be valid for a period of 120 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB 4.2 (c); and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Letter of Price Bid

Date: *[insert date of Bid submission]*

Loan Agreement No.: PH-P257

IFB No.: *[insert number]*

To: Department of Transportation and Communications,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;
- (b) We offer to design, fabrication, construction, fitting, launching, test, sea trials, deliver and personnel training, in conformity with the Bidding Documents, the following Plant and Installation Services;
- (c) The total price of our Bid is:*[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*
- (d) Our Bid shall be valid for a period of 120 days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (f) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (g) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*]day of [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Price Schedules of Multi-Role Response Vessels and Special Spare Parts Offered from Outside the Employer's Country

Item	Description	Code	Qty.	Unit Price ²	Total Price ²
			(1)	(2)	(1) x (2)
Schedule No.1	Design, Fabrication, Construction, Launching, Outfitting, Sea Trials, Delivery, Taking-over, and Personnel Training for Procurement of Multi-Role Response Vessels				
Schedule No.2					
Schedule No.3					
Schedule No.4					
Schedule No.5					
Schedule No.6					
Schedule No.7					
Schedule No.8					
Schedule No.9					
Schedule No.10					
Schedule No.11	Special Spare Parts				
Schedule No.12	Grand Summary				
		Name of Bidder: _____ Signature of Bidder: _____			

Country of Origin Declaration Form

Item	Description	Code	Country

1. Bidders shall enter a code representing the country of origin of all imported plant and equipment.
2. Specify currency in accordance with specifications in Bid Data Sheet under ITB 19.13

Acceleration Early Delivery Evaluation Form

(ITB 13.2, Section III. Evaluation and Qualification Criteria 1.2.2 (b))

Price Schedule	Unit Price	Required Time for Delivery at the Site from the Effective Date of the Contract	Time for Delivery at the Site from the Effective Date of the Contract committed by the Bidder	Number of earlier than re time schedul Delivery,
	Japanese Yen (1)	Month (2)	Month (3)	Day [[2)-(3)] x 365
Price Schedule No.1		15.00		456
Price Schedule No.2		19.00		577
Price Schedule No.3		21.50		653
Price Schedule No.4		24.00		730
Price Schedule No.5		26.50		806
Summary of Early Delivery Consideration (= EDC ₁ +EDC ₂ +EDC ₃ +EDC ₄ +EDC ₅)				

Technical Proposal

- Organization Chart
- Time Schedules (Construction Schedule)
- Quality Assurance Plan
- Safety Plan
- Technical Drawings
- Functional Guarantee
- Personnel
- Resume of Proposed Personnel
- Proposed Manufacturer for Major Items of Multi-Role Response Vessels
- Form MAN: Manufacturer's Authorization for Main Engines of Multi-Role Response Vessels

Form MAN: Manufacturer's Authorization

[The Bidder shall require the Manufacturer for Main Diesel Engines to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Bid Submission]*

IFB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer or Manufacturer's authorized agent]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27, Defect Liability, of the General Conditions of Contract, with respect to the goods offered by the above firm.

Name: *[insert complete name of person signing the Bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Addendum No.1 to Bid Documents For Maritime Safety Capability Improvement Project for the PCG
Procurement of Multi-Role Response Vessels

Form ELI - 3: Declaration Form of the Eligibility under STEP

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: *[insert day, month, year]*
Bidder's Legal Name: *[insert full name]*
Joint Venture Party Legal Name: *[insert full name]*
IFB No.: *[insert number]*
Page *[insert page number]* of *[insert total number]* pages

Compliance to the requirements in terms of Contractor's Eligibility of STEP Loan procurement conditions:

Position	Company name	Compliance
Prime contractor		[yes] [No]
JV member		
JV member		

Compliance to the requirements in terms of Country of Origin of Goods and Services procured under STEP Loan:

Item	Estimated Ratio of the Goods and Services procured outside Japan (%)
Multi-Role Response Vessels	
Special Spare Parts	

Authorized SIGNATORY

For and on behalf of the Bidder

Date:

Bidders are advised to the following reference to determine eligibility under STEP scheme.
http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/step/c8h0vm000053zae9-att/c8h0vm000056jr3z.pdf

Form EXP - 2(a) Specific Design and Building Experience

The following table shall be filled in for contracts performed by the Applicant, each partner of a Joint Venture.

Date: *[insert day, month, year]*
Bidder's Legal Name: *[insert full name]*
Joint Venture Party Legal Name: *[insert full name]*
IFB No.: *[insert number]*
Page: *[insert page number]* of *[insert total number]*

Fill out Bidder's experiences in accordance with requirements in Section III, Evaluation and Qualification Criteria, Sub-Clause 2.4.2(a), using a form per experience.

Specific Design and Building Experience of Vessel		
Experience No. <i>[insert number] of [insert number of specific experience required]</i>	Information	
Contract Identification	<i>[insert contract name and reference ID number, if applicable]</i>	
Date Awarded	<i>[insert day, month, year, i.e., 15 June, 2006]</i>	
Date Completed	<i>[insert day, month, year, i.e., 03 October, 2007]</i>	
Role in Contract		
Total Contract Amount	<i>[insert total contract amount in <u>JPY</u>]</i>	
<i>If partner in a JV, specify participation in total contract amount</i>	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in <u>JPY</u>]</i>
Employer's Name	<i>[insert full name]</i>	
Address:	<i>[indicate street / number / town or city / country]</i>	
Telephone/Fax Number:	<i>[insert telephone/fax numbers, including country and city area codes]</i>	
E-mail:	<i>[insert E-mail address, if available]</i>	

Form EXP - 2(a) (Cont.) Specific Design and Building Experience

The following table shall be filled in for contracts performed by the Applicant, each partner of a Joint Venture.

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page: *[insert page number]* of *[insert total number]*

Specific Design and Building Experience of Vessel	
Experience No. <i>[insert number] of [insert number of specific experience required]</i>	Information
Description of specific experience in accordance with Sub-Clause 2.4.2(a), Section III	
1. Amount	<i>[insert amount in JPY]</i>
2. Physical Size	<i>[insert physical size of activities, i.e. gross tonnage of vessel, principal dimensions, purpose of vessel]</i>
Attach copies of original documents of; <input type="checkbox"/> Completion certificates of all the vessels referred, which were issued by therelevant authority or classification society	

(End of Bid Forms)

Particular Conditions

PC 18. Work Program									
18.2	<p>Program of Performance</p> <p>Within twenty-eight (28) days after the Effective Date, the Contractor shall submit to <u>the Consultant and the Project Manager</u> a detailed program of performance of the Contract, made in <u>a form of bar charts and tables</u>, showing detailed construction and delivery schedule, which encompasses all the Vessels included in the Contract. The schedules shall clearly show the <u>different design phases including tank test, procurement of the major equipment and construction material</u>, and key milestones for each of the Vessels etc., including, but not limited to, the first cutting of steel, keel laying, launching, quay trials, sea trials, delivery at the shipyard, personnel training, delivery voyage and final acceptance test, and Delivery at the Site. The schedule shall further indicate <u>the preliminary plan with respect to time and place of all shop tests of main machineries and equipment components</u>. The Contractor shall update and revise the program as and when appropriate or when required by <u>the Consultant</u>, but without modification in the Times for Completion specified in the PC pursuant to Sub-Clause 8.2 and any extension granted in accordance with GC Clause 40, and shall submit all such revisions to <u>the Consultant and the Project Manager</u>.</p>								
PC 23. Test and Inspection									
PC 23.2	<p>The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>In the event of Keel laying, Launching, Sea trials, and Delivery at the shipyard, inspection visit shall be performed by the Employer's Government bodies as follows;</p> <table style="margin-left: 40px;"> <tr> <td>Keel laying</td> <td>: 4 persons</td> </tr> <tr> <td>Launching</td> <td>: 4 persons</td> </tr> <tr> <td>Sea Trial</td> <td>: 4 persons</td> </tr> <tr> <td>Delivery at the Shipyard</td> <td>: 10 persons</td> </tr> </table>	Keel laying	: 4 persons	Launching	: 4 persons	Sea Trial	: 4 persons	Delivery at the Shipyard	: 10 persons
Keel laying	: 4 persons								
Launching	: 4 persons								
Sea Trial	: 4 persons								
Delivery at the Shipyard	: 10 persons								

	<p>The attendance from the Employer’s Government bodies shall be provided with <u>transportation within the country of the shipyard and reasonable accommodation with meals</u> at the expense of the Contractor.</p>
<p>PC 23.13</p>	<p>(1) <u>Commencement of Final Acceptance Test</u></p> <p><u>When the Vessel has been delivered to the Site, the Contractor shall conduct the Final Acceptance Test to demonstrate the Vessel to satisfy performances as indicated in the Technical specifications, prior to the Delivery of the Vessel.</u></p> <p>(2) Notice</p> <p><u>The Project Manager and the Consultant shall receive from the Contractor at least twenty (20) days in advance a notice in writing or by fax confirmed in writing of the time and place of the test of the Vessel, and the Project Manager and/or the Consultant shall promptly acknowledge receipt of such notice.</u></p> <p>In the event of a change on the test schedule, the revised schedule of the test shall be noticed by the Contractor at least two (2) days in advance.</p> <p>The Project Manager <u>and the Consultant</u> shall be onboard to witness such test run of the Vessel. Failure of the Project Manager and the Consultant to attend the test run of the Vessel, after due notice to the Project Manager, as provided above, shall have effect to extend the date for delivery of the Vessel by the period of delay caused by such failure to attend.</p> <p>However, if the test is delayed more than five (5) days by reason of the failure of the Project Manager or the Consultant to attend, then in such event, the Employer shall be deemed to have waived its right to have the Project Manager being onboard the Vessel at the test, and the Contractor may conduct such test without the Project Manager or the Consultant being present, and in such case the Employer shall be obliged to accept the Vessel on the basis of a certificate by the Contractor that the Vessel, upon test, is found to confirm to the Contract and Technical Specifications and is satisfaction in all respects</p> <p>In the event of unfavorable weather on the date specified for the test, the same shall take place on the first available day thereafter when the weather condition permits.</p> <p>In the event that the test is postponed because of unfavorable weather</p>

	<p>conditions, such delay shall be regarded as a permissible delay, as specified in GC 37.</p> <p>(3) <u>How Conducted</u></p> <p><u>All expenses in connection with the test of the Vessel shall be borne by the Contractor. The test shall be conducted in the manner described in the Technical Specifications and approved drawings, and shall fulfill the performance requirements for the test as set forth in the Technical Specifications and the approved drawings.</u></p> <p>(4) <u>Method of Acceptance</u></p> <p><u>Upon notification by the Contractor of the completion of the test of the Vessel, the Consultant shall issue a certificate of completion of the Final Acceptance Test to the Contractor and the Project Manager within three (3) days, and the Employer shall, within six (6) days thereafter, notify the Contractor by the cable or fax confirmed in writing of the completion of the Vessel.</u></p> <p>(5) <u>Effect of Acceptance</u></p> <p>The Employer’s written or cabled or faxed notification of acceptance of the Completion of the Vessel to the Contractor as above provided, shall be final and binding so far as conformity of the Vessel to the Technical Specifications and Approved Drawings concerned, and shall not preclude the Employer from refusing formal delivery of the Vessel at the shipyard, as hereinafter provided, if the Contractor complies with all the conditions for delivery as hereinafter set forth.</p>
PC 24. Completion of the Facilities	
<p>PC 24.</p>	<p>24.1 Time and Place</p> <p>The Vessel and Special Spare Parts shall be delivered by the Contractor to the Employer at <u>the Site</u>.</p> <p>In the event of the delays in the construction of the Vessel or any performance required under the Contract due to causes which under the terms of the Contract permit extension of the time for Delivery of the Vessel shall be extended accordingly.</p> <p>24.2 When and How Effective</p> <p>Provided that the Employer shall have fulfilled all of its obligations as stipulated in the Contract, Delivery of the Vessel and Special Spare Parts at <u>the Site</u> shall be effected forthwith and both sign the</p>

PROTOCOL OF DELIVERY AND ACCEPTANCE, acknowledging Delivery of the Vessel and Special Spare Parts by the Contractor and Acceptance thereof by the Employer.

24.3 Documents to be Delivered to the Employer

(1) The Vessel

The completion of the Vessel at the Shipyard shall be conditioned upon receipt by the Employer from the Contractor of the following duly authenticated documents, accompanying Protocol of Delivery and Acceptance for the Vessel.

- a) Protocol of Sea Trials, of the vessel made pursuant to the Technical Specifications.
- b) Protocol of Inventory, of the equipment of the Vessel, including spare parts and the like, all as specified in the Technical Specifications.
- c) Drawings, Plans, and Maintenance and Operation Manuals, pertaining to the Vessel as stipulated in the Technical Specifications.
- d) All Certificates, required upon delivery voyage of the Vessel to the Site, pursuant to the Contract and the Technical Specifications.
- e) Declaration of Warranty, of the Contractor that the Vessel is delivered at the Site to the Employer free and clean of any liens, charges, claims, mortgages, or other encumbrances upon the Employer's title thereto, and in particulars, that the Vessel is absolutely free of all burdens in the nature of imports, taxes or charges imposed by the prefecture or country of the Port of the shipyard, as well as of all liabilities of the Contractor and crew, and of all liabilities arising from the operation of the Vessel in trial runs, or otherwise prior to the delivery.

The Delivery of the Vessel at the Site shall be conditioned upon receipt by the Employer from the Contractor of the following duly authenticated documents, accompanying Protocol of Delivery of The Vessel for the Vessel.

- f) Protocol of Personnel Training
- g) Protocol of Final Acceptance Test

(2) Special Spare Parts

The Completion of Special Spare Parts at the Site shall be conditioned

upon receipt by the Employer from the Contractor of the following duly authenticated documents, accompanying Protocol of Delivery of Special Spare Parts:

- h) Protocol of Shop Tests, of each spare part made pursuant to the Technical Specifications and approved drawings
- i) Inventory for Special Spare Parts, as specified in the Technical Specifications and approved drawings
- j) Drawings and Plans of Special Spare Parts, as stipulated in the Technical Specifications and approved drawings
- k) All Certificates, required to be furnished upon delivery of Special Spare Parts pursuant to the Contract and the Technical Specifications.
- l) Declaration of Warranty, of the Contractor that the Special Spare Parts is delivered at the Site to the Employer free and clean of any liens, charges, claims, mortgages, or other encumbrances upon the Employer's title thereto, and in particulars, that Special Spare Parts is absolutely free of all burdens in the nature of imports, taxes or charges imposed by the prefecture or country of the Port of the shipyard, as well as of all liabilities of the Contractor.

24.4 Training and Familiarization

(1) Training Program

While constructing the Vessel, the Employer will dispatch its officers of the Vessel to the Shipyard for training in operation and maintenance of the Vessel according to the training programs described in the Contract, Technical Specifications and approved drawings. The Contractor shall train such officers according to the programs and certify the completion of the training programs.

(2) Contractor's Responsibility

Such officers shall be provided with training materials such as textbooks, air-ticket from the Site to the Shipyard, transportation within the country of the Shipyard, facilities for training, and reasonable accommodation with meals all at the expense of the Contractor.

(3) Familiarization Onboard Training

The Contractor shall conduct familiarization onboard training to the same officers described in 24.4 (1) during the delivery voyage of the

	<p>Vessel from the Shipyard to the Site at the expense of the Contractor.</p> <p>(4) <u>Familiarization Training at the Site</u></p> <p>The Contractor shall dispatch two (2) instructors to the Site to conduct familiarization training on board to its officers of the Vessel for two (2) weeks after Delivery of the Vessel <u>at the Site</u> in accordance with the Contract, Technical Specifications, and approved drawings. <u>Fuel oil and lubricant oil</u> necessary to conduct such vessel operation shall be borne by the Contractor, <u>but other expenses shall be at the expenses of the Employer.</u></p>
PC 25. Commissioning and Operational Acceptance	
PC 25.	<u>Not applicable</u>

(End of Particular Conditions)

Contract Agreement

THIS AGREEMENT is made the _____ day of _____, _____,

BETWEEN

(1) Department of Transportation and Communications, having its principal place of business at _____ [*insert address of Employer*] (hereinafter called “the Employer”), and (2) _____ [*insert name of Contractor*], a corporation incorporated under the laws of _____ [*insert country of Contractor*] and having its principal place of business at _____ [*insert address of Contractor*] (hereinafter called “the Contractor”).

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. Multi-Role Response Vessels and Special Spare Parts (hereinafter called “the Facilities”), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1.
Contract
Documents

1.1 Contract Documents (Reference General Conditions (“GC”) Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) The Bid
- (c) Particular Conditions
- (d) General Conditions
- (e) Employer’s Requirements
- (f) Other completed Bidding Forms submitted with the Bid
- (g) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans
- (h) Technical Specifications
- (i) General Arrangement

1.2 Order of Precedence (Reference GC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

Article 2.
Contract Price
and Terms of
Payment

2.1 Contract Price (Reference GC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: _____ [*insert amount(s) in foreign currency(ies) in words and figures*] as specified in Price Schedule No.12.

2.2 Terms of Payment (Reference GC Clause 12)

The Contract Price shall be paid by the Employer to the Contractor at the times, in the manner and in accordance with the provisions of Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3.
Effective Date

3.1 Effective Date (Reference GC Clause 1)

The Effective Date from which the Time for Completion of the Vessels and Special Spare Parts shall be counted is the date when this Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor, and the following conditions are fulfilled. The Employer undertakes to ensure that the conditions listed below in this Article 3 (Effective Date) shall all have been fulfilled within two (2) months after the Contract Agreement is made:

Conditions:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) JICA has concurred; and
- (c) The Contractor has submitted to the Employer the Performance Security and the Advance Payment Security.

Each party shall use its best effects to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed in 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

Article 4.
Communications

4.1 The address of the Employer for notice purposes, pursuant to GC Clause 4.1 is: _____ [*insert Employer's address*].

4.2 The address of the Contractor for notice purposes, pursuant to GC Clause 4.1 is: _____ [*insert Contractor's address*].

Article 5.
Appendices

5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

[Signature]

[Title]

in the presence of _____

Signed by, for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

APPENDICES

- Appendix 1 Terms and Procedures of Payment
- Appendix 2 Insurance Requirements
- Appendix 3 Time Schedule
- Appendix 4 List of Major Items of Vessels
- Appendix 5 Functional Guarantees

Appendix 1. Terms and Procedures of Payment

In accordance with the provisions of GC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments shall be made in the currencies quoted by the Bidder. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

Payment to the Contractor for the Works under the Contract shall be made in accordance with the following schedule.

TERMS OF PAYMENT

Security No.	Price Schedule No.	Description	No. of Installment				
			(1)	(2)	(3)	(4)	(5)
1	1	1st Vessel	25%	25%	25%	20%	5%
2	2	2nd Vessel	25%	25%	25%	20%	5%
3	3	3rd Vessel	25%	25%	25%	20%	5%
4	4	4th Vessel	25%	25%	25%	20%	5%
5	5	5th Vessel	25%	25%	25%	20%	5%
6	6	6th Vessel	25%	25%	25%	20%	5%
7	7	7th Vessel	25%	25%	25%	20%	5%
8	8	8th Vessel	25%	25%	25%	20%	5%
9	9	9th Vessel	25%	25%	25%	20%	5%
10	10	10th Vessel	25%	25%	25%	20%	5%
11	11	Special Spare Parts	25%	N/A	N/A	N/A	75%

Note: Security Numbers to the Advance Payment Security and the Performance Security.

Disbursement procedures of Japanese ODA Loans shall be applied for disbursement of the proceeds of Japanese ODA Loans for eligible payment under this Contract.

For Price Schedule Nos.1 to 10, MRRVs

With respect to the Multi-Role Response Vessels, the following payments shall be made:

(1) *Advance Payment:*

The sum of Japanese Yen only (Japanese Yen only) equivalent to Twenty five percent (25%) of the Contract Price for each Price Schedule shall be paid in cash individually for each Vessel to the Contractor immediately within twenty-one (21) days after receipt of invoice and an irrevocable advance payment security for respective Vessels in Yen being equivalent value to twenty five percent (25%) of the Contract Price for each Price Schedule in the form provided in the Bidding Documents or another form acceptable to the Employer issued by the commercial bank which shall remain effective until the delivery of the respective Vessels at the Site.

(2) *First Installment:*

The sum of Japanese Yen only (Japanese Yen only) equivalent to Twenty five percent (25%) of the Contract Price for each Price Schedule shall be paid in cash individually for each Vessel to the Contractor by the Employer against the Contractor's written statement endorsed by the Consultant and the Employer's representative with a valid relevant certification from the Classification Society that the Keel Laying of the Vessel has been made.

(3) *2nd Installment:*

The sum of Japanese Yen only (Japanese Yen only) equivalent to Twenty five percent (25%) of the Contract Price for each Price Schedule shall be paid in cash individually for each Vessel to the Contractor by the Employer against the Contractor's written statement endorsed by the Consultant and the Employer's representative supported with a valid relevant certification from the Classification Society that the Launching of the Vessel has been made.

(4) *3rd Installment:*

The sum of Japanese Yen only (Japanese Yen only) equivalent to Twenty percent (20%) of the Contract Price for each Price Schedule shall be paid in cash individually for each Vessel to the Contractor by the Employer against the Contractor's statement with a copy of Protocol of Delivery and Acceptance, endorsed by the Consultant and the Employer's representative.

(5) *4th Installment :*

The sum of Japanese Yen only (Japanese Yen only) equivalent to Five percent (5%) of the Contract Price for each Price Schedule shall be paid in cash individually for each Vessel to the Contractor by the Employer against the Contractor's statement with a copy of Protocol of Delivery of the Vessel, endorsed by the Consultant and the Employer's representative, and irrevocable Maintenance Bond for respective Vessel of the same amount of five (5) percent of the contract price for each Price Schedule issued by the commercial bank which shall remain effective for twelve (12) months from the date of Delivery of the Vessel.

For Price Schedule No. 11 Special Spare Parts

In respect of Special Spare Parts, the following payments shall be made:

(1) *Advance Payment:*

The sum of Japanese Yen only (Japanese Yen only) equivalent to Twenty five percent (25%) of the Contract Price for Price Schedule No.11 shall be paid in cash individually to the Contractor immediately within twenty-one (21) days after receipt by the Employer of invoice and an irrevocable advance payment security for Special Spare Parts in Yen being equivalent value to twenty five percent (25%) of the Contract Price for Price Schedule No.11 in the form provided in the Bidding Documents or another form acceptable to the Employer issued by the commercial bank which shall remain effective until the delivery of Special Spare Parts at the Site.

(2) *Acceptance:*

The sum of Japanese Yen only (Japanese Yen only) equivalent to Seventy five percent (75%) of the Contract Price for Price Schedule No.11 shall be paid in cash individually to the Contractor by the Employer against the Contractor's statement, endorsed by the Consultant and the Employer, on and after acceptance by the Employer of Special Spare Parts has been made, being accompanied by irrevocable Maintenance Bond for Special Spare Parts of the same amount of five (5) percent of the contract price for Price Schedule No.11 issued by the commercial bank which shall remain effective for twelve (12) months from the date of Delivery and Acceptance.

PAYMENT PROCEDURES

The Employer shall pursue the bank transfer procedures for Japanese ODA Loans for instalments.

DELAYED PAYMENT BY THE EMPLOYER

In the event that the Employer fails to make any payment by its respective due date or within sixty (60) days, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) of 3.3% per annual, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

MARITIME SAFETY CAPABILITY IMPROVEMENT FOR THE PHILIPPINE COAST GUARD – CONSTRUCTION OF THE VESSELS AND OTHER RELATED SERVICES				
Line #	Reference in Clarification dated of November 7, 2014	Page no. on Bid Documents	BIDDER'S QUERIES	DOTC'S CLARIFICATION
2-1	7	13	It is described that the Bidder shall submit a copy of JV agreement or Letter of Intent that is signed by all members, is not described on DOTC's CLARIFICATION nut only	See ITB 11. Also refer to relevant changes for ITB 11 on the Addendum No.1.
			In case of bidding as JV based on the signed JV Agreement, it clarifies that the signed agreement must be submitted as a part of Bid Document.	
2-2	13	18, 36	Does a Philippine bank mean the Japanese bank that is able to trade and/or to do business as in local or the local Philippine bank?	A local office in the Philippine of a Japanese bank is acceptable.
2-2	25	45	Though the word 'the Lead Member" is mentioned, we understand that 'the Lead Member' mean the members with 40% (% of contract price) of the services of this project.	"Lead Member" means a member who hold a <u>majority in the services</u> of the Contract among/between a JV.

MARITIME SAFETY CAPABILITY IMPROVEMENT FOR THE PHILIPPINE COAST GUARD – CONSTRUCTION OF THE VESSELS AND OTHER RELATED SERVICES				
Line #	Referenced Line # in Clarification dated of November 7, 2014	Referenced page no. on Bid Documents	BIDDER'S QUERIES	DOTC'S CLARIFICATION
3-1	1, 6	6,8	The answer is not clear. Please confirm as specified in ITB 4.5 "This bidding is open to shortlisted Bidders." Therefore, unshortlisted company could not be a member of JV.	Bidders shall be just qualified by the Evaluation and Qualification Criteria given in Section III of Bid Documents.
3-2	7	13	Please confirm that a member of JV is not allowed as a subcontractor of another JV.	It is clear that no bidder is allowed to be a subcontractor for another Bidder in this Bid. Note that subcontracting with a shipbuilder in any major services of the Contract shall be proposed in the technical bid.
3-3	13	18, 36	We understand that Philippine bank is include the universal bank by Republic Act 8791 and left write "office is Japanese" simply means the location of office. Please confirm.	In this context, a Philippine bank means a bank who shall have an office in the Philippine.
3-4	N1	33	(New clarifications) The forming of all 3 shortlisted firms into a single JV is allowed.	From the viewpoint of competition, DOTC shall not accept such a situation that the short-listed bidders form a single entity for the Bid.
3-5	23	37	Please confirm that if there is insufficient item in technical documents, it will be judged as disqualified and in such case financial documents will not be opened. Only qualified bidder's financial documents will be opened.	Refer to ITB 11. Missing of a relevant bid form shall cause "disqualify."
3-6	24	40-42, 56	There is no mentioned EXCL file, please send it us.	Later updated Bid forms shall be delivered shortly. Excel file can only be given to those who have purchased the Bidding Documents for this project.

MARITIME SAFETY CAPABILITY IMPROVEMENT FOR THE PHILIPPINE COAST GUARD – CONSTRUCTION OF THE VESSELS AND OTHER RELATED SERVICES				
Line #	Referenced Line # in Clarification dated of November 7, 2014	Referenced page no. on Bid Documents	BIDDER'S QUERIES	DOTC'S CLARIFICATION
3-7	25	45	(1) We would like to confirm additionally that the percentages of each JV member's work amount against the total work volume will not be more or less than the percentage of its average turnover against the total turnover of all JV members. For example, if the turnovers of JV members are JPY3B/JY9B, their work volume should be 25%/75% of total work.	It is obvious for successful implementation of the Project that a Lead Member of JV shall take overall responsibility for implementation in the services of the Contract, and such share of the services shall be also agreeable to the conditions or status which a Bidder declared for financial and technical qualification in the Bid.
3-8			(2) Please confirm that the lead Member shall comply with 40%-requirements such "Minimum average turnover" and "cash flow"	
3-9			(3) We understand the "share (work volume share)"should be measured amount procuring parts/equipment from third parties. Please confirm.	
3-10	124	212	Can we think that Bidder can list the discount matter not in (d) but in €?There is description "The price of our Bid, excluding any discounts offered in item (d) below is; in €If okay, if the new set of Bid Forms make it clear.	Refer to the updated bid form. Later updated Bid forms shall be delivered shortly.
3-11	50	65	We understand that the equipment which is necessarily or preferably required to meet the operational requirement of these MRRVs will be evaluated by DOTC for this Bid by some means. Please confirm if our understanding is correct.	A comprehensive technical evaluation will be made from the viewpoint of total performance as a PCG vessel to fulfill their specific responsibilities.
3-12			The difference shall be evaluated that if one firm provide the equipment and the other firm enter	

MARITIME SAFETY CAPABILITY IMPROVEMENT FOR THE PHILIPPINE COAST GUARD – CONSTRUCTION OF THE VESSELS AND OTHER RELATED SERVICES				
Line #	Referenced Line # in Clarification dated of November 7, 2014	Referenced page no. on Bid Documents	BIDDER'S QUERIES	DOTC'S CLARIFICATION
			"n/a".	
3-13	54, 55	74	There is no appendix-2, please send us it.	Later updated Bid forms shall be delivered shortly.
3-14	64	84	Please confirm, skipping such data is allowed as specified the answer line 63.	Fill this out in any case, and fill with approximate number in such case.
3-15	109	160	Regarding Employer's answer No.109, the answer can be interpreted as "Bidders are allowed to outsource any shipbuilding work." However, we understand that the outsource of more than 50% of the shipbuilding work except procurement of parts/equipment to 1 comply shall prohibited in order to prevent excessive subcontracting. Please confirm if our thinking is correct.	DOTC will decide at its discretion. Note that subcontracting with a shipbuilder in any major services of the Contract shall be proposed in the technical bid.
3-16	109	160	If the outsource of more than 50% of the shipbuilding work except procurement of parts/equipment to 1 company is allowed, we think that Bidders should submit an application like including information as subcontractor's name/work volume/experience/etc. for Employer to confirm the eligibility of subcontractor. Please confirm if our thinking is correct.	Employer shall decide at its discretion.
3-17	109	160	Please confirm that the liquidated damage of other subsequent order shall also be paid by the Employer in accordance with GC 41.3.	Yes, the liquidated damage of other subsequent order shall also be paid by the Employer in accordance with GC 41.3.

MARITIME SAFETY CAPABILITY IMPROVEMENT FOR THE PHILIPPINE COAST GUARD – CONSTRUCTION OF THE VESSELS AND OTHER RELATED SERVICES				
Line #	Referenced Line # in Clarification dated of November 7, 2014	Referenced page no. on Bid Documents	BIDDER'S QUERIES	DOTC'S CLARIFICATION
3-18	123	201-203	We understand that Each Party shall be responsible for paying one-half of the DB remunerations as principle. Please confirm and inform us the estimating sum coast of DB.	DOTC hopes this situation never take place, and will inform to and discuss with the Contractor in advance when necessary.
3-18	124	212	The IRR's regulations described in the Question No.128 is another requirements using different calculation method, compared to such regulation as the minimum requirement of average annual turnover specified in this bid documents and JICA's procurement guideline. We understand that each of the requirements (one from IRR and another from JICA's procurement guideline) can be asked to all Bidders. We also understand that IRR7s regulations will be used (as well as JICA's procurement guideline unless DOTC and JICA do not agree. We think that Bidders must have completed such contract as specified.	As per the clarification.
3-19	139	238	Please confirm that if the bidder conduct two weeks familiarization training while navigating from the shipyard to the Site, no need to carry out the further familiarization training after delivery of the Vessel at the final destination.	Provide training programs as per the requirements in the Bidding documents. Propose those programs in the Technical Proposal.
3-20	144	238	If the above Line 139's further answer is "no", please confirm that Employer's officers will operate the vessel at the familiarization training at the final	Before Delivery of the Vessels, they shall be operated under command of the Contractor and after Delivery of the Vessels, they are

MARITIME SAFETY CAPABILITY IMPROVEMENT FOR THE PHILIPPINE COAST GUARD – CONSTRUCTION OF THE VESSELS AND OTHER RELATED SERVICES				
Line #	Referenced Line # in Clarification dated of November 7, 2014	Referenced page no. on Bid Documents	BIDDER'S QUERIES	DOTC'S CLARIFICATION
			destination.	under command of PCG.