



Republic of the Philippines  
**DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS**

**PRIMARY BIDS AND AWARDS COMMITTEE**

Project: **CAPACITY ENHANCEMENT OF MASS TRANSIT SYSTEMS IN METRO MANILA PROJECT – PROCUREMENT OF TRACKWORK, ELECTRICAL AND MECHANICAL SYSTEMS AND INTEGRATION WITH EXISTING SYSTEMS FOR LIGHT RAIL TRANSIT (LRT) LINE 2 – EAST (MASINAG) EXTENSION PROJECT**

**General Bid Bulletin No.: 03-2016**

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**TO ALL PROSPECTIVE BIDDERS:**

Please find attached as Annex “A” the answers to queries received by this Department in relation to the above-mentioned Project.

For your guidance and information.

Issued this 24<sup>th</sup> day of February 2016.

**RENE K. LIMCAOCO**

Vice Chairman, Primary Bids and Awards Committee  
and Undersecretary for Planning

<b>Department of Transportation and Communications</b> <b>Capacity Enhancement of Mass Transit Systems in Metro Manila:</b> <b>Procurement of Trackwork, Electrical and Mechanical Systems and Integration with Existing Systems for Light Rail Transit (LRT) Line 2 - East (Masinag) Extension Project</b> <b>Answers to Queries</b>			
ITEM NO.	REFERENCE CLAUSE/SECTION	<b>BIDDERS' ISSUES/CONCERNS/QUERIES</b> <i>(lifted from the written queries submitted by prospective bidders; names of bidders have been omitted)</i>	DOTC'S RESPONSE
<b>PART 1 – SECTION II: BID DATA SHEET (“BDS”)</b>			
1	BDS ITB 19.1	<p>Previously we raised the question if DOTC could accept that the foreign currency portion will be paid in <u>multiple currencies</u>, i.e. Japanese Yen + one or more other currencies (USD, EUR, etc.). The response received from DOTC was that the Bidder shall strictly comply with BDS Clause 19.1.</p> <p>We respectfully ask DOTC for re-consideration in this subject, specifically that the foreign currency portion will be paid in the following currencies: USD and EUR.</p>	<p>In reconsideration, the foreign currency portion may be paid in Japanese Yen plus US Dollars (USD) and Euro (EUR), which rates are to be fixed in accordance with BDS ITB 37.1. The date for the exchange rate shall be 14 February 2016, based on the date for Technical Bid opening of 15 March 2016.</p>
<b>PART 1 – SECTION III: EVALUATION AND QUALIFICATION CRITERIA (“EQC”) AND SECTION IV: BIDDING FORMS (“BF”)</b>			
2	Item 3, EQC 1.1.2	<p>The table in section 1.1.2 of the Evaluation and Qualification Criteria lists key construction equipment and facilities, which the Bidder must demonstrate it has. We understand this to mean that these equipment and facilities shall be used during construction, installation and testing activities on site in the Philippines.</p> <p>However, short circuit testing of transformers is typically part of standard tests after manufacturing at the manufacturing plant, and is not conducted as a site test.</p> <p>Please clarify if the intent with this item is instead to identify equipment required for DC short-circuit testing on site ? Such tests would typically be carried out by creating a short circuit between OCS and running rails (using a special circuit breaker) at two different locations: near RSS7, and mid-way between RSS6 and RSS7. The purpose of the test is to confirm the protection settings of the DC switchgear in the RSS.</p> <p>If so, we understand that item 3 in Form EQU would be the special circuit breaker used for this DC short circuit test. Please confirm that our understanding is correct.</p>	<p>The DOTC confirms that item 3 of Form EQU is the special circuit breaker used for this DC short circuit test.</p>

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3	Form SPA: Spare Parts	<p>We understand that the "Required Items of Spare Parts" are the spares required by the Employer (and which are further detailed in the Technical Specifications in the ER). We also understand that specific descriptions/specifications and quantities of proposed spares shall be filled out by the Bidder in the second column (which shall correspond to the items listed in the first column).</p> <p>However, some items listed in the first column may not exist in the system proposed by the Bidder. In such cases, please confirm if it is acceptable to state "N/A, Not Applicable" in the column "Proposed Items of Spare Parts" ?</p>	The DOTC confirms that it is acceptable to state "N/A" or "Not Applicable" if it is not existing in system proposed by the Bidder; as long as the Employer's Requirement will be met with the system being proposed by the Bidder.
<b>PART 2: TECHNICAL SPECIFICATIONS – GENERAL SPECIFICATIONS ("GS")</b>			
4	Item 3, GS Clause 1.3	We understand that the Defects Notification Period shall re-commence from the date of modification/ rectification/ replacement only for the parts of the Works that have been modified, rectified or replaced. Please confirm that our understanding is correct.	The DOTC confirms that the Defects Notification Period shall re-commence from the date of modification/ rectification/ replacement only for any equipment that has been changed or modified or repaired on the date that such modification, replacement or repair was completed and commissioned back into service, and be in accordance with the requirements of GC Clause 11.3.
5	GS Clause 6.1(e)	We understand that the requirement for the Contractor to provide copies of all relevant manufacturing and testing standards refers only to alternative standards proposed by the Contractor, i.e. standards which are equivalent or better than the standards stipulated in the ER. Please confirm that our understanding is correct.	The DOTC confirms that the Contractor is only required to provide copies of all relevant manufacturing and testing standards referring to alternative standards proposed by the Contractor, i.e. standards which are equivalent or better than the standards stipulated in the Employer's Requirements.
6	GS Clause 14.6(a)	<p>In our experience, the training of operation and maintenance of the systems is most effectively carried out under real conditions, i.e. on site in Manila during and after installation and testing of the systems. The same concept was applied for the training under the Package 4 Contract for Line 2.</p> <p>Furthermore, due to the tight completion schedule for this project (18 months), all equipment for the Project must be shipped to Manila immediately after manufacturing and tests, with no time available for training at the factory.</p>	The requirements shall remain the same as stated in the Bidding Documents for the Project. All places of training shall be subject to the approval of the Employer.

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		<p>Since all costs for training shall be borne by the Contractor, we think it is reasonable that the place of training can be confirmed prior to bid submission to allow us to estimate the training costs.</p> <p>We therefore respectfully request confirmation that all training shall be carried out in the Philippines.</p>	
<b>PART 2: TECHNICAL SPECIFICATIONS – OVERHEAD CATENARY SYSTEM (“OCS”) AND TECHNICAL REQUIREMENTS – DRAWINGS</b>			
7	OCS Clause 4.1.1.b and Drawing CMX-L2-OCS-0003 to -0008	<p>We offer the following comments on this OCS pole layout:</p> <p>1) <u>Pole location at double crossovers near Masinag station</u> The OCS poles at the double crossovers will support the wires installed diagonally through the crossover. To ensure proper current collection by the pantograph, the contact wire must be aligned with the track centerline through the crossover. From our initial analysis we recommend the following adjustment of pole locations at the double crossovers:</p> <ul style="list-style-type: none"> <li>• CP80: Change from 26+559.44 to 26+560.66</li> <li>• CP81: Change from 26+600.64 to 26+591.88</li> <li>• CP85: Change from 26+762.04 to 26+764.24</li> <li>• CP86: Change from 26+796.64 to 26+795.44</li> </ul> <p>2) <u>Overlap at east end of alignment</u> DOTC have confirmed that the insulated overlap at Masinag station (see drawing CMX-L2-PWR-0005) can be replaced with an insulated overlap at the extreme east end of the project. We recommend that this insulated overlap shall be located in the span CP87 to CP90, i.e. the wires from west will be terminated on CP90 and wires from east will be terminated on CP87. Consequently, there needs to be provision for downguy anchors west of CP87 (26+836.04).</p> <p>3) <u>Non-insulated overlaps</u></p>	<p>1) The Bidder's suggestion is acceptable.</p> <p>2) The Bidder's suggestion is acceptable.</p> <p>3) The Bidder's suggestion is acceptable.</p>

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		<p>From the arrangement of downguy anchors on drawings CMX-L2-OCS-0003 to -0008, we understand that 3 non-insulated overlaps are planned, located at spans CP13-CP16, CP44-CP47 and CP74-CP77. The span lengths between individual poles in these areas vary between 49.9m and 34.6m. If possible, we recommend to adjust the pole spans to achieve an equal spacing between poles of about 41-43m, which we believe will result in better performance of the OCS.</p> <p>4) <u>Downguy anchors</u> Please provide details on the interface provisions for downguy anchors.</p>	<p>4) The Down Guy anchors will be of the same construction methodology as the OCS Poles, which has been provided previously in Annex D of GBB No. 01-2016, Drawing No. CMX-L2-STR-0001 Rev. # 2.</p>
<b>PART 2: TECHNICAL SPECIFICATIONS – TELECOMMUNICATIONS (“TEL”)</b>			
8	TEL 8.4(a)	<p>DOTC have clarified that the cables, conduits, accessories and associated work between station equipment and SCADA shall be the responsibility of the E&amp;M Contractor. For the purpose of pricing this scope, please provide details on the location of all station equipment which will be connected to SCADA.</p>	<p>It is the responsibility of the Electrical and Mechanical (E&amp;M) Contractor, as the E&amp;M Designer, to identify any and all interfaces required to carry out their scope of works.</p> <p>Please refer to the Bidding Documents Part 2, Employer's Requirements, Section VI-3, Drawings – Stations.</p>
<b>PART 2: TECHNICAL SPECIFICATIONS – OPERATIONS CONTROL CENTER (“OCC”)</b>			
9	OCC Clause 4.11	<p>Our first set of questions included a request to clarify the scope for the MIS, and one of the answers from DOTC is:</p> <p><i>“4. The inventory module is intended to cover the whole LRT Line 2 and shall be initially populated by the Contractor in cooperation with the user.”</i></p> <p>Our understanding of this response is that the Contractor shall input data (“populate”) in the inventory module for all assets on Line 2, i.e. both existing Line 2 and the East Extension.</p>	<p>The Bidder's suggestion is acceptable.</p>

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		The volume, availability and format of data for the assets on the existing Line 2 are unknown, and it is therefore not possible to price this effort. Thus we request that the "population effort" of the Contractor will be limited to the assets included in the E&M Contractor's scope, and that the Contractor will provide technical training and support for the end-user to populate other assets.	
<b>PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS</b>			
10	GC Clause 14.7	<p>Clause 14.7 of the GCC states that the Employer shall pay amounts due to the Contractor into bank account(s) nominated by the Contractor, in the payment countries for each currency as specified in the Contract, however the payment mechanism is not clear.</p> <p>JICA's guidelines mentions five (5) different procedures for loan disbursement: "Transfer Procedure", "Advance Procedure", "Commitment Procedure", "Reimbursement Procedure" and "Special Account Procedure". (Ref : <a href="http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.html">http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.html</a>)</p> <p>Please clarify which of these procedures will be applied for this Project ?</p>	<p>For clarification, the Loan Agreement for the Capacity Enhancement of Mass Rail Systems in Metro Manila Project (Loan No. PH-P255 dated 27 March 2013) states the following:</p> <ol style="list-style-type: none"> <li>1. The disbursement procedure shall be in accordance with the <u>Transfer Procedure</u> as stipulated in the Schedule 6 of the aforementioned Loan Agreement.</li> <li>2. Notwithstanding the provision of sub-section (1) above, the <u>Reimbursement Procedure</u> in Schedule 5 of the aforementioned Loan Agreement may apply for payments made to supplier(s) with respect to the portion of the contract stated in Philippine Peso.</li> </ol>
11	GCC Clause 14.3 and 14.7	<p>Clauses 14.3, 14.6 and 14.7 of the GCC outline the procedure for application and issuance of payment certificates, and subsequent payment to the Contractor.</p> <p>In case the Contractor is an unincorporated consortium between a Philippine and a Japanese Company, please confirm if the following procedure is acceptable:</p> <p>(1) The Statement (GCC 14.3) will be in the name of the Contractor (i.e. the consortium) and will include (among others) one invoice from each of the two consortium members. These invoices will be made out by "[name of</p>	<p>For clarification, payments shall be made to the Contractor as stated in GCC Clause 14.7.</p> <p>1) The Employer will accept only one invoice i.e. from "the Contractor", not from separate Consortium/JV members.</p>

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		<p>company] on behalf of [name of consortium]", and the combined amount of the two invoices will be the same as the amount in the Statement.</p> <p>(2) After the Payment Certificate has been issued, payment will be made by DOTC against these two invoices, to bank accounts nominated and held by each of the two companies.</p> <p>Please confirm if this procedure is acceptable?</p>	2) See response to (1) of this item.
12	Particular Conditions of Contract (PCC) – B Clause 14.1(d)(1)(a)	<p>We understand that all duties and related fiscal charges imposed in the Republic of the Philippines on imported materials and equipment which will become <u>part of the Works</u> shall also be assumed by the Government of the Philippines.</p> <p>Please confirm that our understanding is correct. If so, we respectfully request that the Particular Conditions of Contract, Sub-clause 14.1 are revised to reflect this.</p>	For clarification, only those duties and fiscal charges related to Japanese companies, as described in PCC - B Clause 14.1 (a), shall be assumed by the Government of the Philippines. The requirements shall remain the same as stated in the Bidding Documents for the Project.
13	Particular Conditions of Contract (PCC) – B Clause 14.1(d)(1)(b)	<p>In case the Contractor is an unincorporated consortium between a Philippine and a Japanese Company, please confirm that the following is correct: The invoice for onshore works performed by the Philippine Company shall include the contract amount (for that portion of the work) and Value Added Tax (VAT). Furthermore, DOTC will pay the Philippine Company the invoice amount including VAT in accordance with relevant BIR rules and procedures. Please confirm that our understanding is correct?</p>	<p>For clarification, the terms of PCC 14.1 relate to Japanese companies only.</p> <p>The bid price for onshore works by Philippine companies shall include the Contract Amount (for that portion of the works) and Value Added Tax (VAT), which shall be included in the Contractor's Application for Interim Payment Certificates.</p>
14	Nominated Subcontractor, Provisional Sums	<p>Previously we asked if the Contractor is responsible for the performance of the Nominated Subcontractor. The response from DOTC was that the Contractor is responsible for acts or defaults of any Subcontractor in accordance with GC 4.4.</p> <p>The provisional sum for the AFC Nominated Subcontractor is 70M PHP and 200M JPY, of which 15% is for the Contractor's management and coordination</p>	<p>The Nominated Subcontractor shall be managed by the Contractor in the same manner as other Subcontractors. The maximum fee of fifteen percent (15%) covers all coordination, management, and other activities including the profit required for the full implementation of the Automated Fare Collection (AFC) system in accordance with the Employer's Requirements.</p>

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		<p>expenses as defined in Price Schedule 9 . We acknowledge that the 15% markup is intended for the Contractor's management and coordination of the AFC Nominated Subcontractor, such as coordination and administration of reporting, invoicing and payments; coordination and management of schedules; coordination and management of site access, site procedures and HSE procedures; coordination of internal and external interfaces; and coordination and management of other project related issues (design submissions, training, etc.).</p> <p>Please confirm that the Contractor's obligations are limited to such coordination and management within the 15% fee ?</p>	