



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.: 05-2016

TO ALL PROSPECTIVE BIDDERS:

1. Please find attached as Annex “A” the answers to queries received by this Department in relation to the above-mentioned Project.
2. Please be advised that:
 - a. In view of the requests for extension and in order to give prospective bidders ample time to prepare a competitive tender, please be informed that the deadline for the Submission and Opening of the Technical and Price Bids scheduled on 15 March 2016 shall be moved to **12 April 2016 at 10:30 A.M.**

Bids must be submitted on or before the said deadline at Unit 153, 15th Floor, The Columbia Tower, Ortigas Avenue, Brgy. Wack-Wack, Mandaluyong City. Bids submitted after the deadline will not be accepted.

The Opening of Technical Bids shall be held at Unit 87, 8th Floor, The Columbia Tower, Ortigas Avenue, Brgy. Wack-Wack, Mandaluyong City.

- b. The deadline for submission of queries shall be moved to **29 March 2016, 5:30 P.M.**

For your guidance and information.

Issued this 4th day of March 2016.

RENE K. LIMCAOCO

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

Department of Transportation and Communications Capacity Enhancement of Mass Transit Systems in Metro Manila: Procurement of Trackwork, Electrical and Mechanical Systems and Integration with Existing Systems for Light Rail Transit (LRT) Line 2 - East (Masinag) Extension Project Answers to Queries			
ITEM NO.	REFERENCE CLAUSE/SECTION	BIDDERS' ISSUES/CONCERNS/QUERIES <i>(lifted from the written queries submitted by prospective bidders; names of bidders have been omitted)</i>	DOTC'S RESPONSE
PART 1 – SECTION II: SECTION II: BID DATA SHEET (“BDS”)			
1	BDS Clause 19.1 and Item 1 of Annex “A” of General Bid Bulletin (GBB) No. 03-2016	<p>For the avoidance of doubt, we understand that the foreign currency portion of the price proposal and the contract amount can be quoted in JPY, USD and EUR, but will be converted to JPY <u>for the purpose of bid evaluation only.</u></p> <p>Also, we note that February 14, 2016 is a Sunday. Please confirm if the base date for exchange rate shall instead be February 12, 2016 (Friday) ?</p> <p>Please confirm that our understanding is correct.</p>	<p>The DOTC confirms that the Bid Price will be converted to Japanese Yen for bid evaluation and comparison purposes pursuant to Instructions to Bidders (ITB) and BDS Clause 37.1.</p> <p>For clarification, please be informed that pursuant to item 2 of Section 4.10 of Chapter 2 of the Guidelines for Procurement under Japanese Official Development Assistance (ODA) Loans (issued in April 2012), the base date for the exchange rate shall not be earlier than thirty (30) days prior to, nor later than, the date for bid opening. Thus, the base date for exchange rate shall be set to 14 March 2016 (Monday).</p>
PART 1 – SECTION III: EVALUATION AND QUALIFICATION CRITERIA (“EQC”) SECTION IV: BIDDING FORMS (“BF”)			
2	EQC Clause 2.5 and BF Form MAN	We note that response has not been received to our questions about Form “MAN” in letter dated Feb 12, 2016.	Please refer to item 1 of Annex “A” of GBB No. 04-2016, issued on 02 March 2016.
PART 2: TECHNICAL SPECIFICATIONS - GENERAL SPECIFICATIONS – (“GS”)			
3	GS Clause 16.2 and Item 21 of Annex “A” of GBB No. 01-2016	<p>The initial number of trips for offshore inspections was 30 trips for 3 persons = 90 roundtrip tickets with a total duration not exceeding 630 days, i.e. average trip length was $630/90 = 7$ days.</p> <p>With reference to your clarification under item 21 in General Bid Bulletin 01-2016, we understand the number of trips for Offshore Inspections has been reduced to 10 trips for 6 persons = 60 roundtrip tickets.</p> <p>Consequently, we understand that the total duration of offshore inspection trips shall not exceed $60 \text{ trips} \times 7 \text{ days} = 420$ days.</p>	The DOTC confirms that the total duration of offshore inspection trips shall not exceed $60 \text{ trips} \times 7 \text{ days} = 420$ days.

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		Please confirm that our understanding is correct.	
PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS			
4	General Conditions (GC) Clause 14.1 and Particular Conditions (PC) – B Clause 14.1(a) and Item 12 of Annex "A" of GBB No. 03-2016	<p>For the avoidance of doubt, we wish to confirm that our understanding of exemption from import duties is correct:</p> <ol style="list-style-type: none"> 1. Importation of Contractor's Equipment (including spares) is exempted from import duties and taxes (ref. GCC 14.1, last paragraph). 2. Importation by the Contractor of materials and equipment which will form part of the Works is exempted from duties and related fiscal charges (ref. PCC-B, 14.1.a). <p>Please confirm that our understanding is correct.</p>	<ol style="list-style-type: none"> 1. GC Sub-Clause 14.1 (b) and the last paragraph, is superseded by PCC – B Sub-Clause 14.1, which relates to Japanese companies only. 2. PC – B Sub-Clause 14.1 (a) refers to the import and re-export by Japanese companies, only of their own material and equipment.
5	Nominated Subcontractor, Provisional Sums and Item 14 of GBB No. 03-2016	<p>The Bidder is not in a position to determine the capabilities of the potential Nominated AFC Subcontractor, nor whether their proposed AFC System will fully comply with the Employer's Requirements.</p> <p>Therefore, our understanding is that the Contractor's responsibilities for the AFC System and for the performance of the Nominated AFC Subcontractor are limited to the coordination and management activities within the 15% fee as outlined in our previous question.</p> <p>Any obligations of the Contractor outside this scope should be discussed and agreed as part of the Variation Order process for the AFC Provisional Sum.</p>	<p>In reference to GCC Clauses 4.5 and 13.5.b, the DOTC reiterates its clarification in item 14 of Annex "A" of GBB No. 03-2016 which states the following:</p> <p style="padding-left: 40px;">"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> <p>Thus, this scope is not a part of the Variation Order process for the AFC Provisional Sum.</p>

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6	GC Clause 14.9	<p>In respect to Particular Condition of Contract, we have noted that required amount of performance security is 10% of Contract Amount and required amount of Retention Money guarantee is 5% of Contract Amount.</p> <p>Therefore we understand Contractor is not obligated to submit Retention Money guarantee and full amount of retention payment will be paid to the Contractor when the Taking-Over Certificate is issued.</p> <p>Please confirm if our understanding is correct</p>	<p>The procedure for the Retention Money guarantee and payment of Retention Money shall be fully in accordance with GC Clause 14.9.</p> <p>The second half of the Retention Money will only be paid when covered by the Retention Money guarantee or Performance Security in the form of a demand guarantee in accordance with GC Clause 14.9.</p>