

LTO-IT Queries: KAISA Consulting Company, Inc.

PAGE	SECTION	TOR EXCERPT	QUESTION/QUERY	ANSWER
	Bid Data Sheet 5.4	Bid Data Sheet 5.4 provides, in part,: Similar contracts shall refer to the: a) Nationwide/statewide supply, deployment, installation, maintenance and operation of an ICT facility utilizing database warehousing and management system; and, b) Comprehensive and enterprise scale solution/application development; and, c) Nationwide/statewide system integration.	What is the definition of the word "Nationwide"? Does this definition include a contract with a single company, but such company has different branches / offices all throughout the country?	Yes
	Bid Data Sheet 12.1(a)(iii)	Bid Data Sheet 12.1(a)(iii) provides: xxx "(iii)Statement of its ongoing and completed government and private contracts within ten (10) years prior to the deadline for submission and receipt of bids" xxx	The Bid Form was not included in the released Bid Documents. Can the bidder create its own format/template for this statement?	Financial Bid Form is attached to the Bidding Documents. In any event, we attach a copy of the Financial Bid Form for your reference.
	Instruction to Bidders Clause 15.2	Instruction to Bidders Clause 15.2 provides: "The Bidders shall fill in rates and prices for all items of the Goods described in the Bill of Quantities."	There is no Bill of Quantities (BOQ) in the Bid Documents. Will DOTC subsequently provide a Bill of Quantities?	The Price Schedules as indicated in pp. 163-164 of Section VIII. Bidding Forms is the Bill of Quantities which must be detailed and itemized.
	Instruction to Bidders Clause 24, Opening and Preliminary Examination of Bids	Instruction to Bidders Clause 24, Opening and Preliminary Examination of Bids, provides: "For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary -- pass/fail criterion."	The said checklist is not present in the Bid Documents. Will the said checklist be provided to the bidders?	Checklist is not provided by BAC. Bidders may check the Bidding Documents specifically the Instructions to Bidders and Bid Data Sheet for the required documents.
		There is no requirement in the Bid Documents which requires that documents originating from a foreign source must be authenticated.	Must documents coming from a foreign source be authenticated?	Submission of documents coming from a foreign source shall be during the bid opening. However, authentication will be done within the prescribed period, during post-qualification.
		The Bid Documents provide that the proposed ICT System wishes to integrate with other government systems to be able to share data. There is a chance that the data format of the proposed LTO System may not be compatible with the existing or proposed systems of other government agencies.	A. How will this issue be addressed considering the noticeably short period for installation of the ICT System?	The integration of the ICT system to other government agencies shall be implemented on a per need basis during the 7 year operation and maintenance.
			B. Can you specify the integration model?	The integration can be as simple as ending flat files or report and will be dependent of the requirements of the government agencies.

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			C. Or can we specify that "it is assumed that the government systems that the ICT Systems will have to integrate with are Service Oriented Architecture (SOA) capable.	Yes
		During the aborted bidding of the operations and maintenance of MRT3 and LRT1, the amount paid by the bidders for the purchase of its Bid Documents was not reimbursed to the bidders who bought such Bid Documents	A. Can the DOTC and/or LTO make an assurance that the amount paid by the bidders in this bidding for the purchase of the Bid Documents will not be subjected to a ruling of the courts declaring the contract and/or the procurement process void?	No, DOTC/LTO cannot give any assurance regarding this matter.
			B. Or can we place the PHP 1M in escrow and can be exercise by DOTC once all legal impediments relative to the bidding process has been addressed?	No, this is not possible but DOTC/LTO is fully committed to pursue this priority infrastructure project until its successful completion.
		In order to ensure that a serious bidder has an accurate assessment and evaluation of the status or conditions of systems and processes pertaining to the project that is the current subject of this bid in numerous LTO regional offices and in drivers' license renewal centers all over the country. However, the very short schedule that has been adopted for this procurement process involving a very complicated product to be supplied and installed from the time of the bid's advertisement or publication (_April 2012) until the bid submission (16 May 2012) does not seem to allow serious bidders who do not have previous or earlier information or knowledge pertinent to the details of the current bid to accomplish such task of making assessment and evaluation. Simply put, only those who have prior information or knowledge of these details of the bid current bid will be able to successfully participate, and assuming there are none, the current procurement process may probably result to a failed process as the period provided does not seem to encourage those that had no opportunity to have access on such detailed information to submit a serious responsive bid.	A. To address the above concern, may we be provided with reasonable time to conduct such site inspections, and if the same be not possible, can the DOTC and LTO provide the bidders a certified detailed status or conditions of processes and systems currently obtaining in all sites, including Regional Offices and Driver's license Renewal Centers, to apprise the bidders of such conditions or status therein, which shall be used as a basis for their bid?	All offices are operational and continue to process all transactions.

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			B. Further, in the case of the latter, should such status or condition that was certified be later found as inaccurate, what is the liability of the issuing authority for such inaccuracy?	The bid calls for the replacement of the existing working system. The Bidder must provide a comprehensive design and solution based on the Technical Specifications as provided in the Bid Documents. The BIDDER should assume that responsibility for their BID.
			C. What is the effect of such inaccuracy to a bidder who had relied on such inaccurate information?	The bid calls for the replacement of the existing working system. The Bidder must provide a comprehensive design and solution based on the Technical Specifications as provided in the Bid Documents. The BIDDER should assume that responsibility for their BID.
			D. Also, what is the effect of an inaccurate certification in connection with the results of the bid?	The bid calls for the replacement of the existing working system. The Bidder must provide a comprehensive design and solution based on the Technical Specifications as provided in the Bid Documents. The BIDDER should assume that responsibility for their BID.
			E. Again, should DOTC and LTO decide to issue such certification, when such certification will be made available to the bidder?	The bid calls for the replacement of the existing working system. The Bidder must provide a comprehensive design and solution based on the Technical Specifications as provided in the Bid Documents. The BIDDER should assume that responsibility for their BID.
		LTO recently advertised a Request for Information for a Motor Vehicle Inspection System.	A. What is the relation of the recently advertised Request for Information on Motor Vehicle Inspection System to the Motor Vehicle Integration System component in the Project scope of the current bidding (please refer to page 124 of the Bid Documents)?	The MVIS will ultimately be integrated to the MVRS in the future. The MVIS intends to replace the current manual motor vehicle inspection used for motor vehicle registration.
			B. We would like to be clarified on our deliverables under this MVIS Component in this Project.	The Motor Vehicle Inspection System is not included in the scope of the project.
		The project which is the subject of this bid is the first phase	May we know what the second phase is?	LTFRB integration
	Clause 5.2 of the bid data sheet	Clause 5.2 of the bid data sheet requires the issuance by the relevant government office of the country of the foreign bidder of a certification stating that Filipinos are also allowed to participate in the government procurement activities for the	Does the BAC require a specific office of the government of the foreign bidder that must issue the said certification?	Under GPPB Resolution No. 03-2011, it is provided that pending the issuance of the list of countries (Annex I), the bidder shall submit a certification from the relevant government office of their country stating that Filipinos are allowed

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		same item or product in the country of the said foreign bidder.		to participate in their government procurement activities for the same item/product. No specific government office from which this certification must be secured from has been provided.
	Clause 29.2 (b) of the bid data sheet	Clause 29.2 (b) of the bid data sheet requires that bidders must submit tax returns from calendar year 2008.	What is that kind of tax return or the nature of such tax return that must be submitted by a foreign bidder for purposes of this bid?	This is the annual income tax and business tax returns of the foreign bidder as provided in Clause 29.2 (b) of the bid data sheet.
	Clause 37 of the General Conditions of Contract (GCC)	Clause 37 of the General Conditions of Contract (GCC) provides that the suppliers shall permit the funding source to inspect the supplier's account and records relating to the performance of the supplier and to help them audit through auditors appointed by the funding source if so required by the funding source. In the bid data sheet, it is said that the funding source is the General Appropriations Act of 2011 and a multiyear obligational authority issued by the Department of Budget and Management for the years 2013 to 2020. However, it appears in Clause 37 of the GCC that the funding source will make the inspection on the supplier's account. It seems that the funding source as appearing in the bid data sheet is not the same as that referred to in Clause 37.	Is the funding source referred to in Clause 37 of GCC is the DOTC, including the LTO, or the DBM which issues the multiyear obligation authority?	The Funding Source is the Philippine Government represented by DOTC.
	Clause 38.1 of the GCC	Clause 38.1 of the GCC provides that this contract shall be interpreted according to the laws of the Republic of the Philippines.	A. In view of this provision, should there will be a violation by the parties of any provision of the contract, and aside from the penalties that may be imposed upon the erring party or the remedies available by the other party as provided in the contract, are the remedies of a party to a contract as provided in the New Civil Code of the Philippines (NCC) or such other applicable laws against the erring party to said contract may be availed of?	DOTC/LTO does not waive any other remedies provided for under applicable laws.
			B. Or, are the provisions of the NCC in cases of delay, default or other forms of violations by a party to a contract may be used to hold the erring party liable for damages and penalties.	Please see above.
	Clause 39.1 of the GCC	Clause 39.1 of the GCC discusses the request for consent or approval which must be issued in writing, by one party to the other.	A. What is the required period within which the party requested must issue such consent, concurrence or approval?	Please refer to pertinent sections of the GCC and SCC which specify the different notice and approval periods.

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			B. If there is such a period, and the party requested for such consent, concurrence or approval fails to take action on such request, can we say that the request made can be considered as already concurred with, consented to or approved by the other party who failed to take action on said request within the said period?	No implied waiver or approval should be assumed unless expressly provided for in the contract.
	Clause 41 of the GCC	Clause 41 of the GCC discusses about subcontracting. Thus, a contractor of the supplier is allowed to subcontract any portion of its contract with DOTC or LTO in connection with this project.	A. Is it necessary that the supplier includes in its bid a list of all its subcontractors during the bidding?	It is optional on the bidder's part. See Sec. 8 (iii) of the Instructions to Bidders.
			B. Is the DOTC or LTO authorized to order the winning bidder to change or replace a subcontractor whose name was submitted in the list of subcontractor in the winning bidder's bid docs?	DOTC approval is needed for subcontractors
			C. May the winning bidder, during the project implementation, replace a subcontractor whose name was previously submitted by the winning bidder in its bid documents?	DOTC approval is needed for any changes in subcontractors
			D. What are the standards required for a contractor to qualify to subcontract a portion of the project?	<p>If the Bidder opts to disclose the name of the subcontractor during bid submission, the following documents relating to the subcontractor, must be submitted as part of the technical component of the bid: (1) SEC/DTI certificate of registration; (2) Audited Financial Statements showing, among others, the prospective subcontractor's total and current assets and liabilities stamped received by the 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; (3) prospective subcontractor's completed similar contract within the last ten (10) years prior to the date of bid submission and receipt of bids amounting to 50% of the amount to be subcontracted.</p> <p>However, subcontractors must be approved by the DOTC/LTO and the TSP should continue to be liable and responsible for all works done by</p>

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				subcontractors.
	Clause 42 of GCC	The procuring entity under Clause 42 of GCC has responsibility to provide assistance and exert its best effort in assisting the supplier in obtaining permits and approvals from other government agencies.	A. What is the nature or level of this best effort in this paragraph?	DOTC/LTO will provide reasonable assistance to the TSP.
			B. Is there a liability on the part of the procuring entity that is attached to this provision if the said procuring entity does not exert such best efforts?	DOTC/LTO will only provide assistance. The TSP remains liable to obtain all permits necessary so that it can implement the Project.
			C. And also, since it mentions about timely manner, when is the procuring entity required to make such best effort?	DOTC/LTO will act accordingly as the circumstances may require.
			D. Within how many days after the supplier shall have made the request to the procuring entity to provide such assistance that the procuring entity shall exert such best efforts?	Please see above.
	Clause 44.1 of the GCC	The bidding documents say that the procuring entity is the DOTC, and including LTO. In Clause 44.1 of the GCC, the head of the procuring entity shall issue a certification to the effect that the goods have been rendered or delivered in accordance with the terms of the contract.	Which of the two, DOTC or LTO, shall issue such certification?	DOTC
	Caluse 44 of the GCC	The same Clause 44 of the GCC mentions about payment.	Who will make the payment - DOTC or LTO?	DOTC
		The funding for the project is sourced from the GAA. Payment to the supplier, therefore, can be made only upon the issuance by the DBM of the cash availability notice. Further, the DBM can only make such issuance if requested by the DOTC under standard process being practiced.	Can the procuring entity assure the bidders that the problems often being or currently encountered by government contractors or suppliers in connection with the process of securing the cash availability notice from the DBM, including internal processes in the procuring entity's offices and the availability and non-availability issues of signing or approving officials of documents pertinent to making payments to suppliers or contractors, will not be encountered by the supplier of this bid during the implementation of the project and that the payment of the supplier's invoices will not be affected by the same?	The MYOA will be issued for this particular project to assure availability of funds. The DOTC undertakes to make payments on time provided that the supplier's documents are complete.

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	Clause 4.1 of the GCC	Under Clause 4.1 of the GCC and under regular standard format of request for payment and billing adopted by the government in its projects, the request for payment must be submitted to the authorized official of the procuring entity for approval.	A. What is the required period within the authorized official of the procuring entity must approve such invoice for the payment?	Please refer to GCC Clause 44.3.
			B. And if assuming that the request for payment is not complete for some reason and that it must be returned to the supplier to make a complete submittal, up to what time must the authorized official to evaluate the said request and what period must the said official observe within which he must return to the supplier to make a correction or to submit a document to complete the requirement for its request for payment?	The provision of GCC Clause 44.3 on payments to be made by the Procuring Entity promptly (but in no case later than 60 days after submission of an invoice by the supplier) is applicable. However, the period should be reckoned from the completion of the submission by the Supplier.
		Assuming that the supplier has submitted a complete and valid request for payment.	What is the required period within which that the authorized official must approve such payment, and if assuming that the said official fails to approve the said request for payment within the period as earlier inquired, can it be considered that such request for payment already approved?	The provision of GCC Clause 44.3 is applicable.
	Clause 44.3 of GCC	Clause 44.3 of GCC states that the payments shall be made promptly by the Procuring Entity, but in no case later than sixty days after submission of an invoice or claim by the supplier.	A. Assuming that the procuring entity fails to make such payment within sixty days, what is the liability of the procuring entity? Is the procuring entity, considering that the GCC mentions that the contract shall be interpreted in accordance with the laws of the Republic of the Philippines, liable in case of delay of payment by virtue of the provision of the new Civil Code in the case of interest of late payment?	Any issues between the Procuring Entity and the Supplier are subject to the procedure for settlement of disputes under the GCC. In any case, the liability of the Government is limited by the restrictions provided by law and jurisprudence. Under current policy, Government is not allowed to pay interest on late payments.
			B. Further, in case that the said provision on interest on late payment shall be considered not applicable, what is then the liability of the procuring entity or anyone in its office that has failed to cause the payment within sixty days?	See applicable anti-graft laws.
			C. Is there a transparent mechanism existing or being faithfully observed within the procuring entity where the erring official shall be ensured to be made criminally or administratively liable should there will be delay or default in the prompt payment of the supplier's invoices?	See applicable anti-graft laws.

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	Clause 51.5 of the GCC	Clause 51.5 of the GCC mentions about the recourse of the procuring entity against the supplier under applicable law should the later fail to remedy a defect in the goods and services as required in the contract.	A. May we know what are those remedies or rights of the procuring entity that the same may enforce against the supplier as provided under applicable laws?	This includes requiring specific performance from the supplier and damages, among others.
			B. May we have the specifics or enumeration of these rights?	These rights are provided for under Philippine contract law and the Bidding Documents.
	Clause 52.2 of the GCC	In Clause 52.2 of the GCC, it discusses the delay or failure of the supplier to timely perform its responsibilities under the contract, including the possibility of giving the supplier an extension of time.	A. How long must the procuring entity make the evaluation of the situation that may warrant the extension of the supplier's time to make such performance?	Please refer to the SCC for Clause 56.
			B. What are the procedures or the mechanisms that must be followed by both parties and the period within such evaluation must be completed in giving the supplier an extension in the performance of its obligation to this contract pursuant to instances provided in Clause 56 of the GCC?	Please refer to the SCC for Clause 56.
	Clause 52.3 of the GCC	Clause 52.3 of the GCC provides for the extension of time as agreed upon the pursuant to the GCC Clause number 63 that may not result to the application liquidated damages to the supplier. Clause 63 of the said GCC provides only for an amendment signed by the parties in connection with the terms possibly here- the contract time. It is not clear if the Clause 63 mentioned here is the extension of time as provided under Clause 56.	A. Does Clause 52.3, making reference to Clause 63, refer to the extension of time allowed under Clause 56 of the GCC, or are there other reasons for these extensions not covered under Clause 56?	There is only one reason for excusable delays - force majeure under Clause 56. Any extension of time as a result of force majeure will result in a contract amendment pursuant to Clause 63.
			B. And if there are, what are these causes, or events or instances?	Please see above.
			C. What are the procedures or the mechanisms that must be followed by both parties and the period within such evaluation must be completed in giving the supplier an extension in the performance of its obligation to this contract pursuant to instances provided in Clause 52.3 in relation to Clause 63?	The procedures and mechanisms are provided for in Clauses 52, 56 and 63 as supplemented by the SCC.
	Clause 53 on liquidated damages	Clause 53 on liquidated damages mentions about the rescission of the contract by the procuring entity should a certain level of delay or non-performance has been accumulated by the supplier.	What are the other courses of action and remedies open to the procuring entity aside from such rescission in case of such delay or non-performance?	These rights and remedies are provided for under Philippine contract law.

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	Clause 55.1 of the GCC	Clause 55.1 of the GCC provides a general statement on the supplier's liability under the laws of the Republic of the Philippines.	May we know what these specific liabilities that are provided by such laws?	Please seek advice from your Philippine legal counsel on what these specific liabilities might be.
	sub clause C of Clause 57.1 of the GCC	In sub clause C of Clause 57.1 of the GCC, it is said that the procuring entity may rescind the contract if the supplier fails to perform other obligations in the contract.	Do we have a list of these "other obligations in the contract" by the supplier under the contract?	Please refer to the GCC and SCC.
	Clause 57.2 of the GCC	Clause 57.2 of the GCC provides that the supplier shall continue the performance of this contract to the extent not terminated.	Can we confirm if there can be a partial termination?	Yes.
	Clause 59.3 of the same GCC	Clause 59.3 of the same GCC provides for a termination for convenience where the supplier, when it suffers loss and have purchased goods that can't be sold in open market, shall be paid for such goods on a quantum meruit basis.	A. May we know the mechanism or the formula to be used in computing how much is quantum meruit?	Please refer to the SCC item 59, subject to applicable rules of the Commission on Audit.
			B. Is there a standard or a specific computation that must be used or is there a specific formula that may be used to compute quantum meruit or is it something that will be subject to the mere exercise of discretion by the procuring entity?	Please see answer above.
	in Clause 40.2 in the SCC	The contract mentions the insurance of risk loss as provided in Clause 40.2 in the SCC.	Is it necessary that the insurance policy must be obtained from the Government Service Insurance System?	No, the insurance policy may be obtained from any insurance company duly licensed by the Insurance Commission.
	Clause 42 in the SCC	In Clause 42 in the SCC, it talks about the responsibilities of the procuring entity to provide resources, information and decision-making under its control that are called for or are necessary to reach the in-service date for each phase in accordance to this contract that the same shall be provided in a timely manner.	What is the period envisioned when the said clause said "timely manner"? How many days, weeks or months?	DOTC/LTO will act accordingly as the circumstances may require.
			Is it necessary that the "merchandise" is manufactured or sold in the Philippines?	No
50	General Conditions of the Contract Clause 51.2	"The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination."	Why does the Supplier warrant the Goods to have no defects but has a provision for corrective action for any defect in the succeeding numbers? Can we take out this provision in favor of the succeeding provisions on warranty?	This is a standard warranty provision against defects. If it is breached, the liability and obligations of the Supplier are those stipulated in the succeeding sections.

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Page 117	Payment Schedule Clause Ph5	Section on "Application (Back End)" provides: 1. Transportation Information System(TIS) 2. Geographical Information System(GIS) 3. Executive Information System(EIS)	In which phase is the implementation of Financial and Administrative Services System (FASS) in the back office applications included? This is not included in the list of back end applications in Phase 5.	Addendum to be provided
Page 125	Technical Specifications Clause IV, A, 5	"5. Transportation Information System (TIS) a. Public Transportation Information System; b. Private Transportation Information System;"	We request for additional information on the content of the TIS, Or, can any standard, pre-developed reports in the frontend applications be used as the TIS where the data is based on the information captured in the frontend applications?	New forms shall be developed in coordination with LTO
Page 125	Technical Specifications Clause IV, A, 6	"6. Financial and Administrative Services System (FASS) a. Procurement Planning; b. Budget Planning; c. Requisition and Vouchers issuance, Preparation and Processing; d. Purchase Orders Preparation and Processing; e. Inventory Management; f. Suppliers Information System; g. Procurement-Suppliers Matching; h. Document Tracking System; i. Management Information System; "	Is the General Ledger System included here? In the MIS component, comparison between actual expenses and budget may be generated if the GL system is active in the FASS.	Yes
			What is the nature of the "Vouchers Issuance"?	There is an existing procedure
			What information do you require the system to match for the "Procurement-Suppliers Matching"?	End user will discuss with the Winning Bidder
Page 125	Technical Specifications Clause IV, A, 8	"8. Executive Information System(EIS) a. Performance and Trends of all DOTC/LTO Services and Offices; b. Financial and Revenue Collection performance and Trends; c. Customer Feedbacks and Satisfaction Survey Results; d. Transportation Industry Trends; e. Progress and Projection Tools;"	What is the difference between the reports on trends in item a and b? Both refer to trends and performance revenue.	For item A, all information related to hardware and systems related to office. For item B, all financial trends
			What are the "Transportation Industry Trends" that are required in this reporting system? Is the source of this reporting system from the database of the frontend applications? If not, what would be the source of the	To be determined by DOTC-LTO

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			information?	
Page 127	Technical Specifications Clause IV, D	"D. Integration with the Government Financial Management Information System (GFMS)"	Which system is the GFMS require to integrate? Does this pertain to the GL information from FASS being downloaded and uploaded to GFMS for reporting purposes? We request for more information on the integration requirements for GFMS.	Requirements to be provided by DBM, assume all FASS required.
Page 132	Technical Specifications Clause V,A	Section on "General Technical Requirements" provides: "...The proposed solution must address both current and future needs of LTO and must have at least 98% availability..."	What are the future needs of LTO? We request for clear business processes in the future that each application needs to address.	Study and provide alternate/better business process to LTO
Page 132	Technical Specifications Clause V,D	"The proposed solution must be able to accept payments either on-line or on-site thru the following: 1. Credit Cards 2. Banks and ATM Cards 3. Payment Centers 4. Remittance Centers"	Will DOTC/LTO apply for accreditation in these financial institutions? The requirements for accreditation can only be complied by the merchant.	Yes, but cost to be borne by TSP
Page 135	Technical Specifications Clause V,H	Section on "Electronic Traffic Violation Ticketing System" provides: "...The Bidder must provide 500 handheld ticketing terminals..."	Does this mean there are only 500 users for this application? If each handheld will be shared by more than one user, how many users will share each handheld on the average?	No, application must allow for at least 500 users, LTO may increase this number by procuring more terminals in the future.
Page 136	Technical Specifications Clause V,K	"LTO Web Site Development and Enhancement"	Is it required to use the existing LTO web site to be enhanced for this requirement? Can the Web Portal in Clause J be the same as the LTO web site developed in this clause?	No
Page 137	Technical Specifications Clause V,L	Section on "Document Tracking System" provides: "In order to ensure the efficient processing of documents, a document tracking system must be implemented."	Which documents used in the backend application will require a tracking system?	End user will discuss with the Winning Bidder

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Page 144	Technical Specifications Clause V,V	Section on "Data Center" provides: "...All civil works necessary to construct/remodel the space which includes but not limited to constructing walls and doors with locks, floors, roofs, ceilings, painting, tiling floors, providing lighting and electrical works."	Is the civil works for the data center the responsibility of DOTC/LTO? The statement on civil works is incomplete.	DOTC shall provide the space, any modifications on the space shall be borne by the TSP
Page 98	Appendix A	All hardware and software problems will be covered by the IT problem management process. Data recovery, when required, will be completed in accordance with corporate Business Continuity Planning standards.	What is LTO's Corporate BCP Standards, Can we have a copy for further review of the Technology to be implemented? Can you provide RPO/RTO?	Based on the standards to be certified (ISO certification as mentioned in the bid docs) RTO should be under 1 hour.
Page 95	Penal Provision		What will be the basis of Network Infrastructure availability report, will it be for individual connections or the average of all network connections?	Average
Page 109	Data Back-up and Retrieval	Data Backups: Defined as the transport of data from data sources to the CLIENT designated location.	Will the location of the back-up be different from the Main data center? How frequent will be the transfer of back-up if so? Is there a back-up and recovery policy set?	Yes, real time transfer. Shall be based on the standards mentioned in the bid docs
Page 129	General Technical Requirements	All proposed IT solution hardware component must be rated as leaders or visionaries in Gartner's Magic Quadrant for 2011 or 2012.	Not all hardware components have Gartner Magic Quadrant. Can we request for the list of Magic Quadrant documents being referred to?	All servers, routers, switches, personal computers and software application enterprise system
Page 131	Main LTO Applications, Databases and Process	The minimum storage capacity must at least hold ten (10) years worth of data.	Will this include provision for data migration from previous system? Can we be given the size of the current data from LTO's system and the growth for the past year?	Yes, LTO to provide
Page 133	Security		Are the provision for Physical security for the Data Center and Backup datacenter only?	Yes
Page 135	Web-Based Training and Examination	The training and examination terminals must be implemented in all designated testing and training centers.	How many testing centers and what are the locations? How many computers per training center as this will affect bandwidth requirements for the particular location?	To be provided by LTO
Page 137	Document Tracking System		What Business process/application of LTO will this solution address? The proposed DLS/MVRIS etc will have its own workflow status reporting.	All, Yes
	General Question-Infrastructure		Can we get the breakdown of computer per Office; e.g. how many offices are for licensing and testing?	End user will discuss with the Winning Bidder
			Does the current count of Network switches for the offices include provision for kiosks, IP Phone and Testing computers for licensing?	No

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Page 118	Payment Schedule Clause Ph7	Section on "Phase 7" among others provides: "Obtain ISO 20000 (IT Service Management), ISO 27000 (Information Security Management System) and ISO 9001:2008 (Quality Management System) Certification for and on behalf LTO"	In the Bid Conference, it was mentioned that the ISO 2000 (IT Service Management) certification should be nationwide, which covers all LTO offices. ISO 20000 (IT Service Management) pertains to the IT services standard being rendered by the IT services provider either as part of an Organization or a third part IT Service provider. For this particular standard for this Bid, the ISO 2000 (ITSM) standard is more applicable to the Total Solution Provider and more relevant to the division or group that provides the IT Services. In this regard would DOTC recognize that the ISO 2000 (ITSM) will be applicable only for TSP and/or DOTC-LTO MIS department?	ISO 2000 should be for DOTC-LTO IT (inclusive of the TSP)
Page 118	Payment Schedule Clause Ph7	Phase 7 ---ISO Certification relies on the adoption of the Procuring Entity to the ISO standards.	Can this be restated such that only the assistance of the TSP during the first ISO compliance audit is required?	No, TSP should take the lead and provide guidance and implement the ISO
Page 128	Technical Specifications Clause IV,H	Technical Specifications clause state among other "Within the period of the contract, obtain ISO 20000 (IT Service Management), ISO 27000 (Information Security Management System) and ISO 9001:2008 (Quality Management System) certification for and on behalf of LTO"	Is it correct to assume that the TSP should be at least ISO 20000 and ISO 27000 certified since the project requires that the IT services should be rendered based on the above-mentioned standards? If Yes, does this mean that you will require the bidder to have at least one or two of the ISO certification standards stated here to be able to post qualify?	No, should be done during implementation
Page 128	Technical Specifications Clause IV,L	"Key Performance Indicators shall be covered in a separate Service Level Agreement in accordance with IT Service Management best practice (ISO 20000/BS15000)."	Do the "Key Performance Indicators" here pertain to the KPI items stated in Schedule 1 - Service Level Agreements, Clause 15 of the Bid Documents?	Yes

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Page 151	Technical Specifications Clause V, KK	<p>"During the Post-Qualification stage, the DOTC/LTO shall require the Bidder or TOTAL SOLUTIONS PROVIDER to successfully present or demonstrate a --Proof of Concept or POC of their proposed solutions to the Driver's License System and the Motor Vehicle Registration System front end components (WEB, Desktop, and Kiosk) using their own computer and network and communication equipment to produce a new driver's license, renewed driver's license, new motor vehicle registration, and a renewed motor vehicle registration."</p> <p>"The venue of the demonstration shall be at the 16th Floor, The Columbia Tower, Ortigas Avenue, Brgy. Wack Wack, Mandaluyong City."</p>	<p>Given the criticality of the system that is to be deployed in LTO, i.e., Driver's License System and Motor Vehicle Registration System, and the implementation period of 6 months. DOTC-LTO need to ensure that the system; Driver's License System and Motor Vehicle Registration System being proposed has been successfully implemented, a mere demonstration through a "Proof of Concept" will not give a good indication of the capability of the proposed system and proponent in addressing the DOTC-LTO requirement.</p> <p>In this regard to ensure that DOTC-LTO will acquire a highly reliable and proven Driver's License System and Motor Vehicle Registration System, will DOTC-LTO not require that part of the Proof of Concept is for the TSP to show to DOTC-LTO a site with almost similar size of that of LTO, for which the proposed DLS and MVRS systems are installed and being used.</p>	No
Page 65	Special Conditions of Contract GCC 40.2 b	Stated as part of the TSP obligation is the "conversion of documents".	<p>Is it correct to assume that these documents are hard copy documents that are required to be converted? If yes, what conversion output is required please specify e.g.</p> <ul style="list-style-type: none"> a. Stored scanned copies b. From scanned copies to converted database <p>Relative to previous question please specify the documents that will be converted.</p> <p>Relative to the previous question please specify the volume of documents that will be converted for each of the document type.</p>	Yes, it is very possible to be in hard copy form. The TSP should scan and convert these documents. All documents needed by the systems.
	General Request		Can we be provided with a list of exact addresses of LTO location nationwide?	Please refer to General Bid Bulletin No. 04.
			<p>May we request for a copy of existing rules and regulations; policies and procedures for the following:</p> <ul style="list-style-type: none"> a. Motor Vehicle Registration b. Driver's Licensing c. Law Enforcement and Traffic Adjudication 	End user will discuss with the Winning Bidder

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	Technical Specifications	Main LTO Applications, Paragraph 6 ["The proposed solution must be able to accept payments either on-line or on-site..."]---	Does this mean that the TSP (Total Solutions Provider) will be the one to apply for the accreditation of DOTC-LTO as a biller partner or merchant payee for payment centers and online banking?	No, DOTC-LTO will take the lead responsibility with TSP support.
			FASS --- What is the nature of the "Vouchers Issuance"? Please provide specific example of the transactions	Existing policies will govern
			FASS --- What is meant by "Procurement-Suppliers Matching"? What information do you require the system to match?	End user will discuss with the Winning Bidder
			<p>What are the material requirements planning strategies used?</p> <p>Reorder Point Planning: capability to set pre-defined reorder point such that procurement is triggered if available inventory dips lower than the reorder point;</p> <ul style="list-style-type: none"> - the reorder point is either set manually, or automatically using consumption data <p>Forecast-Based Planning: capability of using past consumption data and use this to form the basis for planning</p> <ul style="list-style-type: none"> - Time-Phased Planning: capability to plan for materials according to the cycle that the material is usually delivered. 	End user will discuss with the Winning Bidder
Page 128	Technical Specifications	"Further, all consumable and recurrent obligations necessary in the fast, efficient, and secured nationwide clearance processing..."	Please provide estimates of consumables needed for the clearance processing and issuance	Depend on the system and hardware to be adopted
		The bidding documents mention as Funding Source the General Appropriations Act and the Multi Year Obligational Authority that was issued by the DBM for the project that is the subject of the current bid.	May we be provided, for our reference, a copy of the multiyear obligational authority that was issue by the Department of Budget and Management for the year 2013-2020 concerning this road transportation IT infrastructure project which is the subject of this bid?	The MYOA has been requested from the Department of Budget and Management (DBM). No contract award will be made by DOTC until the approval of the funding for 2011 and 2012 has been approved by the DBM. For 2013, it is entitled "DOTC Road Transport IT Infrastructure Project" under DOTC Projects in the proposed 2013 National Expenditure Program (NEP). PHP 1.3B is the proposed allocation.

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	Clause 43.1 of the GCC	Clause 43.1 of the GCC mentions about price escalation during contract implementation by reason of extraordinary circumstances upon prior approval of the GPPB in accordance of Clause 61 of RA 9184. Further, in Section 61.3 of the IRR of RA 9184, it is said that the extraordinary circumstances referred to are events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon the recommendation of the procuring entity concerned.	A. Is there already a list of such events constituting extraordinary circumstances already determined by the NEDA for this project?	Yes. Please refer to the 2008 GPPB Issuance entitled "Revised Guidelines for Contract Price Escalation."
			B. If there are still none, what are the possible events that may constitute extraordinary circumstances which, at this point in time, the procuring entity may anticipate to occur as covering this definition of the extraordinary circumstances?	Please refer to the 2008 GPPB Issuance entitled "Revised Guidelines for Contract Price Escalation."
	Item b of Clause 27.2 of the Instructions to Bidders	Item b of Clause 27.2 of the Instruction to Bidders says that the domestic bidder must have " habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid"?	When the provision speaks of "merchandise", is it necessary that the domestic bidder must have habitually manufactured or sold is exactly or completely similar to the "merchandise" that is the subject of this bid?	Yes.
			Is it necessary that it must be related to transportation?	No.
			Does the provision on Domestic Preference precede as to importance and priority the objective of Republic Act No. 9184 on the prevention of monopoly?	No. They are taken together or harmonized.
Page 36	BDS Section 3; ITB 5.4	The completed similar contract requirements relative to the "at least 50% of ABC" and definition of similar contract criteria per this TOR can only be considered as complied, if such similar contract submitted by any members of the bidding JV or Consortium was completed by the same within the specified period and that the equity and/or ownership of the JV/Consortium partner claiming the completed project, is at least 40% in the JV or Consortium in which that project was completed.	If one of the members of the bidding consortium is an incorporated Joint Venture, can the latter claim the completed projects of the majority member of the Incorporated Joint Venture as part of its completed projects.	No. The partners in the incorporated JV have separate personalities from the JV itself.
Page 15	Invitation to Bid Sec 8 iii		For declared subcontractors, would the failure to meet or submit the eligibility requirements of the contractor affect the eligibility of the JV/consortium?	No. Any failure to establish eligibility on the part of a contractor or subcontractor will simply make the JV/Consortium responsible for the contract or subcontract. Please refer to Section II. (8)(ii) on page 15 and Section IV. (41) on page 46.

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Page 28	Invitation to Bid Sec 27.2		In the event that the lowest bidder is a foreign entity and the second lowest bid is a domestic entity. After applying 15% increase on foreign entity the domestic entity bid resulted to lowest bid. In this case, will the domestic entity be required to obtain a certificate from DTI as detailed in Section 27.2 of the ITB.	Yes.
Page 30	Invitation to Bid 28.5	It states "The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form." There are only two financial forms attached in the Bid Document to wit: "For Goods Offered From Abroad" and "For Good Offered within the Philippines."	Will DOTC provide the bidder with a prescribed Financial Bid Form?	Financial Bid Form is attached to the Bidding Documents.
Page 19	General Conditions of Contract/Invitation to Bid Sec 15.2		Is the bid's Bill of Quantities referred to in section 15.2 of ITB p.19 the same form as annexed to wit: a. Form of Goods offered from abroad(p.163) b. Form of Goods offered within the Philippines(p. 164)	The Price Schedules as indicated in pp. 163-164 of Section VIII. Bidding Forms is the Bill of Quantities which must be detailed and itemized.
Page 48	General Conditions of Contract Sec 45.2		Are goods, as defined in SCC p.65 for GCC 40.1, that are manufactured and licensed in another country that will be purchased through a local distributor and/or local representative company considered as "goods supplied from abroad"?	No. These are goods offered within the Philippines.
			What is the definition of "Goods Supplied within the Philippines" within the context of this bid?	Refer to 15.4 of the ITB.
			What is the definition of "Goods Supplied from Abroad" within the context of this bid?	Refer to 15.4 of the ITB.
Page 13	Invitation to Bid Instructions to Bidders Sec 6.1		The sworn statement as required, does this refer to omnibus sworn statement?	Yes.
Page 17 (iii)	Invitation to Bid - Preparation of Bid	Stated in the terms of references is the disclosure of contracts awarded but not yet started.	Will this include government contracts with NOA? If yes, do we need to include copy of the NOA?	Yes, this will include government contracts with NOA. No need to include copies of NOAs.