

**REPLY TO BIDDER'S QUERIES TO BIDS AND AWARDS COMMITTEE  
MRT3 CAPACITY EXPANSION PROJECT**

ITEM NO.	PAGE	CLAUSE IN THE BID DOCUMENT	REFERENCES	QUESTION	REPLY
<b>Sumitomo Corporation letter dated 19 March 2013</b>					
1			Deadline for the submission of bid is on April 15, 2013	If it is acceptable to extend it by another five weeks	Deadline for submission of bid is extended to May 30, 2013, 9:00AM.
<b>Sumitomo Corporation letter dated 21 March 2013</b>					
Section I. Invitation to Bid					
1	p.4	No. 2	The DOTC now invites bids for the Design, Supply and Delivery of 48 Light Rail Vehicles (LRVs) including but not limited to On-board Communication System (Radio, Public Address, Intercom), On-board ATP System and one (1) unit Train Simulator (please see the terms of Reference for detailed Specification.	For the Capacity Expansion of the MRT3 System, not only the procurement of LRVs but also other systems (e.g. Power supply system, Signaling system and Depot Maintenance Facilities) shall be expanded. Please clarify how the bidding for the other systems will be implemented.	The other components not included in this Lot will be bid out separately under Lot 2 of the Capacity Expansion Project.
2	p.4	No. 2	Delivery of the Goods is required within fifteen (15) months from issuance of the Notice to Proceed.	Please clearly show the delivery of the Goods as you have shown in the second Pre-Bid Conference by the written description. Proto Type = 18 months Completion = 35 months Please also clarify the definition of delivery.	Section VI. Schedule of Requirement  <b>Delivery of Prototype:</b> 18 months from issuance of the Notice to Proceed (NTP) -6 months design -2 months design evaluation

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					-6 months production/ assembly -2 months testing/ modifications (at source) - 1 month delivery - 1 month testing <b>Complete Delivery of LRVs:</b> 17 months from acceptance of prototype or 35 months from issuance of the NTP - 48 LRVs - 3 LRVs production per month - 48/3 = 16 months - 1 month last delivery
Section III. Instructions to Bidders					
3	p.21	16 Bid Currencies 16.1 (b)	For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the BDS.	Please consider allowing the currency of quotation and payment in US dollars.	Bid quotation and payment will be in Philippine Currency.
Section III. Bid Data Sheet					
4	p.35	BDS 8.1	Subcontracting is not allowed.	We would request that sub-contracting be allowed. With no sub-contracting allowed, the bidding will be less feasible by limiting the participation of potential combination of bidder's scheme. As long as the prime contractor has the	Some components of the LRVs may be sub-contracted.

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				experience in taking single point of responsibility, it shall be anticipated that combination of prime contractor and subcontractor may be technically and financially more capable than any other bidders.	
Section IV. General Conditions of the Contract					
5	p.46	12. Taxes and Duties	The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other levies imposed for the completion of this Contract.	We would like to request that tax exemption will be introduced. From what we understand, for MRT3 turnkey projects and Line1 CAPEX, all imported goods were free of import taxes. Were there any changes of Law or Act? Please kindly explain actual regulations for import of goods to Philippines.	Please refer to Item 12, Section IV, General Conditions of the Contract (Taxes and Duties).
6	p.48	17. Warranty 17.3	In order to ensure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC.	Please clarify the warranty period which is not specified in the SCC.	Please refer to Item 1.17.7, Section VII, Technical Specifications (Warranty /Guaranty)
7	p.49	19. Liquidated Damages	If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the	Please clarify how "satisfactorily deliver" and " satisfactorily perform" are defined.	All LRVs are delivered in full and accepted as fully functioning.

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			Services within the period(s) specified in this Contract, the Procuring entity shall, deduct from the Contract Price, as liquidated damages.		
Section V. Special Conditions of Contracts					
8	p.58	Spare Parts	The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of [insert here the time period specified. If not used insert time period of three times the warranty period].	Please clarify the period for spare parts and consumable to be supplied initially which is not specified in the specification.	Please refer to Item 1.19, Section VII, Technical Specifications (Spare Parts and Tools).
Section VI. Schedule of Requirements					
9	p.63	Item 1 Delivered, Weeks/Months	Delivery of LRVs (4 LRVs per month)	Please clearly show the delivery of LRVs as you have known 3 LRVs per month in the second Pre-Bid Conference by the written description.	Section VI. Schedule of Requirements.  Delivery of Prototype: 18 months from issuance of the Notice to Proceed (NTP). - 6 months design - 2 months design evaluation -6 months production/ assembly -2 months testing/ modifications (at source)

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					<ul style="list-style-type: none"> <li>- 1 month delivery</li> <li>- 1 month testing</li> <li>Complete Delivery of LRVs: 17 months from acceptance of prototype or 35 months from issuance of the NTP.</li> <li>- 48 LRVs</li> <li>- 3 LRVs production per month</li> <li>- 48/3 = 16 months</li> <li>- 1 month last delivery</li> </ul>
10	p.71	1.1.7. Weight Limits	"The vehicles shall be designed on the following definitions of vehicle loading with Passenger weight taken as 65 kg per passenger."	Passenger weight is changed from the original design which was 60 kg to 65 kg. This change will affect to the existing systems especially Power Supply System and maintenance facilities. As stated in our query number 1 above, please consider expanding the capacity of those items.	Not included in Lot 1 but will be bid out separately under Lot 2 of the Capacity Expansion Project
11	p.73	1.1.8.2. Performance Value f. Severity of Service	Shall meet conditions of continuous 4 hours of peak operation at loads of W3 or higher.	The duration hour of peak operation is changed to 4 hours from original design of 2 hours. This change may affect the existing systems especially Power Supply System and maintenance facilities. As stated in our query number 1 above, please consider expanding the capacity of those items.	The Official Operation Timetable is updated to three (3) hours per peak period.
12	p.164	1.17.6 Technical	The Supplier shall make	Please clarify the detailed	The term "DOTC-MRT3" is

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		Support	available experienced Maintenance DOTC-MRT3 Engineers & maintenance staff to provide assistance throughout all Defects Liability Periods.	procedure for such transaction.	deleted.  No specific procedure.  The Supplier may propose its own implementation procedure subject to the approval of DOTC-MRT3.
13	p.165	1.17.7.1. Guarantee Period	a. The vehicle body structure... ten (10) years.... b... five (5) years... i. Major components of truck system... ii. Painting: Corrosion Protection, iii. Glass.. c. The vehicle batteries.. Three (3) years..... d. All other vehicle components.. Two (2) years.	Guarantee period, Warranty period and Defects Liability period are mixed in this document. Please clarify these wordings, and make sure same wordings are used also in the other clauses.	Please refer to Item 1.17 .7, Section VII, Technical Specifications. (Warranty /Guaranty)
14	p.168	1.19. Spare Parts and Tools 1.19.1. Guarantee Period of Spare Parts	The Suppliers shall guarantee spare parts availability for a period not less than 15 years from the date of the Taking Over Certificate	In case other systems and equipment are also to be expanded, please be noted that only 10 years availability for the supply of spare parts for signaling and AFC system need to be allowed.	AFC System spare parts guarantee is not included in Lot 1.  Fifteen (15) years guarantee of spare parts availability is retained.
15	p.135	Others		Please kindly provide us with	On board ATP Signaling

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				technical specification for ATP.	<p>System is included in Lot 2. Bombardier is classified as monopolistic supplier in the procurement of Lot 2.</p> <p>The BAC will provide the Technical Specifications for the ATP upon request of the bidder.</p>
<b>Section VIII. Bidding Forms</b>					
16	p.176			Please advise if the forms provided in this clause are all what Bidders need to submit, which means no other documents will be needed for the bidding.	Please refer to the Instructions to Bidders, Bid Data Sheet and Sections VI, VII and VIII of the Bid Documents.
<b>CSR letter dated 25 March 2013</b>					
1	p.69	Section VII. Technical Specifications 1.1.3.1.	The vehicle is also designed for service as single vehicle and bi-directional operation with driver cab at front end and hostler on the rear end. Each vehicle shall have five passengers entrances on each side (total of 10), configured similarly to that of the vehicles from the existing MRT3. The train shall be so designed to	<p>Can it be understood that each single vehicle can operate individually and any 4 vehicle can operate as 4-vehicle flexible configuration? As per our experience, the availability of flexible configuration is not ideal.</p> <p>We recommend adopting 4-vehicle fixed configuration mode, each trainset will be equipped with driver cab at both train ends and completed ATP. Can it be acceptable? Please kindly clarify.</p>	<p style="text-align: center;">Yes</p> <p style="text-align: center;">Not acceptable</p>

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			have the capability of operating as 4 vehicles train consist.		
2	p.109 p.160	Section VII. Technical Specifications 1.5.4. 1.16.4.8	<p>The entire floor construction shall be required to pass a fire resistance test in accordance to requirements of NFPA (130).</p> <p>Wires shall be segregated into separate bundles/harnesses and connectors according to the voltage ratings in the following classes and in accordance with NFPA (130) standards</p>	<p>NFPA (130) and DIN5510 are both Anti-firing standards for MRT vehicles and the latter is superior.</p> <p>NFPA (130) combustibility only includes surface transmission speed test and smoke density test but doesn't include test for toxicant gas control. While, DIN5510 include the tests for flammability, fuming, melting &amp; dripping and smoke toxicity. The DIN5510 toxicity requirement for most material and components prohibits the danger occurrence to passenger's life in 30 minutes.</p> <p>With this regard, we can suggest that international standard such as DIN5510 can be acceptable. Please kindly clarify.</p>	Please refer to Item 1.1.2, Section VII, Technical Specifications (Design Requirements) and Item 1.1.2.3, Section VII, Technical Specifications (Codes, Standards and Requirements).
3	p.71	Section VII. Technical Specifications 1.1.7.1	A train consist of four (4) vehicles shall have a passenger capacity of not less than 1,576 passengers (seating and standees). Maximum axle load under W3	As per integral understanding on the requirements of axle load and passenger capacity, we understand that the total vehicle weight under W3 condition should be less than 80,000 kg. In this case, considering the passengers' weight of 25,610kg	The suggested amendment is not acceptable.

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			condition shall be between 8,500 kg and 10,000kg a.W0: tare weight 46,300 kg.	(394*kg/p), to achieve the above assumption the empty vehicle weight should be less than 54,390kg. So we suggest Clause a.) can be amended as: a. W0 : tare weight 54,390 kg	
4	p.36	Section III. Bid Data Sheet 16.1(b)	The Bid prices shall be quoted in Philippine Pesos	As a foreign tenderer, we want to know whether we could quote in USD or quote in Philippine Pesos with fixed exchange rate.	Bid Quotation and Payment will be in Philippine Currency
<b>CSR letter dated 26 March 2013</b>					
1	p.66	Section VII. Technical Specifications 1.1.1.	1.1. System Requirements 1.1.1. Introduction  The following shall, without limitation, be included in the Works:  i. Recommendation and supply of spares and consumables, special tools, special test equipment and training as specified herein, and...	After the comprehensive analysis on these two clauses, we understand "supply of spares and consumables indicated in Item 1 to be under LRV supplier's quotation scope is referring to the provision of spare parts required during Defects Liability Period.  Please kindly clarify whether our understanding is correct.	Please refer to Item 1.17.7, Section VII, Technical Specifications.

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	p.168	Section VII. Technical Specifications 1.19.2.	<p>1.19. SPARE PARTS AND TOOLS</p> <p>1.19.2 Spare Parts Required During Defects Liability Period The Supplier shall provide sufficient Capital Spares, Unit Exchange Spares (Spare Parts) and Consumables to service the trains.</p>	If the answer is no, please clarify the explicit period requirement for "supply of spares and consumables" indicated in Item 1, Clause 1.1.1, Technical Specification.	
2	p.135	Section VII. Technical Specifications 1.12.1	<p>1.12 AUTOMATIC TRAIN PROTECTION SYSTEM</p> <p>1.12.1 General All trains shall be equipped with Automatic Train Protection (ATP) and equipment through the Signaling Provider as defined in the Signaling Specification.</p> <p>The Supplier shall provide all interfacing requirements in coordination with the Signaling equipment provider.</p>	<p>After careful analysis on clause 1.12.1 Technical Specification, we understand on-board ATP system will be not under the supply scope of LRV supplier but under the supply scope of the Signaling provider and the LRV supplier will just provide necessary interface, infrastructure and services such as the pre-cabling, mounting fixtures and provision of housings, etc for on-board ATP system.</p> <p>Please kindly clarify whether our understanding is correct.</p>	On-board ATP signaling system is included in the scope of work of the LRV Supplier.

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3	p.149	Section VII. Technical Specifications 1.14.9.1	1.14.9.1 Train Simulator Simulator for the purpose of research and training of train drivers/operators. The Simulator shall as much as possible perform the actual experience of train operation by fabricating an exact copy of the driver's cab.	Clause 1.14.9.1 for Train Simulator is very general, it is very difficult for the tenderer to quote.  Is there further detailed technical specification for the requirements on Train Simulator? Please kindly clarify.	1.14.9.1 Train Simulator  The Contractor shall provide a train simulator for the purpose of training of train drivers/operators.  The typical system architecture of the simulator comprises of: a. A driver's cab mock-up equipped with all the controls and instrumentation found in the real driver's cab; b. An electro-pneumatic motion platform; c. Track visuals using the latest PC based CGI Technology showing a real-life rendering of the MRT3 Line environment, complete with sounds; d. Windows based Instructor Station for the real-time Management of the training scenarios and trainee's action follow-up with an integrated trainee performance analysis and scoring;  e. One-to-one LRV components

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					<p>The software included in this Simulator shall be stand alone and shall be the property of MRT3 after turn-over from the Contractor.</p> <p>The Contractor shall install this Train Simulator in a specified training room within the MRT3 Depot.</p>
4	p.165	Section VII. Technical Specification 1.17.7.1	<p>1.17.7.1. Guarantee Period</p> <p>...</p> <p>a. The vehicle body structure (including under frame and support brackets) shall be guaranteed for not less than ten (10) years</p> <p>b. The following equipment shall be guaranteed for a period of five (5) years:</p> <p>i. Major components of truck system (truck frame, axles, suspensions, Traction Motors, gearboxes, etc.)</p> <p>ii. Painting: Corrosion Protection, and</p> <p>iii. Glass.</p> <p>c. The vehicle batteries shall be guaranteed for</p>	<p>We noticed that the phrase "Defects Liability Period (DLP)" occurred many times among Technical Specification, but failed to find the definition of DLP. IS Guarantee Period in clause 1.17.7.1 referring to DLP?</p> <p>Please kindly clarify.</p>	<p>Yes.</p> <p>Please refer to Item 1.17.7, Section VI, Technical Specifications (Warranty /Guarantee).</p>

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			not less than Three (3) years d. All other vehicle components and system shall be guaranteed for a period of Two (2) years.		