Public Bidding No.: 19-041-4
Malolos-Clark Railway Project for Packages CP N-01, CP N-02 & CP N-03; Construction of Civil Structures: Viaducts, Bridges and Five Stations

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1	CP N-01	Volume 1A Section 4A Bidding Forms - Bill of Quantities (BoQ)		Concrete Piles Cast In Drilled Holes (800mm diameter)	BOQ-70 There is a discrepancy between the BOQ and the Drawing. The quantity for the referenced item is indicated with 2,866m in the BOQ but, it is not shown in the relevant drawing, MCRP-DWG-BP-AR-3102 & 3013. In this regard, please clarify if the piling work is a part of the scopes under the Battery Post and furnish us with the revised drawings together with the complete piling information, if so.		*Please refer to revised drawings to be issued under Addendum-2.* *The pile is shown in MCRP-DWG-BP-ST-4101_4306.*
2	CP N-02	Volume 1A Section 4A Bidding Forms - Bill of Quantities (BoQ)		BOQ-54 Concrete Piles Cast In Drilled Holes (800mm diameter)	There is a discrepancy between the BOQ and the Drawing. The quantity for the referenced item is indicated with 2,5066m in the BOQ but, it is not shown in the relevant drawing, MCRP-DWG-BP-AR-3102 & 3013. In this regard, please clarify if the piling work is a part of the scopes under the Battery Post and furnish us with the revised drawings together with the complete piling information, if so.		*Please refer to revised drawings to be issued under Addendum-2.* *The pile is shown in MCRP-DWG-BP-2-ST-4101_4306.*
3	CP N-03	Volume 1A Section 4A Bidding Forms - Bill of Quantities (BoQ)		BOQ-70 & 73	Concrete Piles Cast In Drilled Holes (800mm diameter) There is a discrepancy between the BOQ and the Drawing. The quantity for the referenced item is indicated with 1,714 and 1,462m respectively in the BOQ but, it is not shown in the relevant drawing, MCRP-DWG-BP-AR-3102 & 3013. In this regard, please clarify if the piling work is a part of the scopes under the Battery Post and furnish us with the revised drawings together with the complete piling information, if so.		*Please refer to revised drawings to be issued under Addendum-2.* *The pile is shown in MCRP-DWG-BP-3-ST-4101_4306.*
4	CP N-03	Volume 2 Section 6 The Employer's Requirements (ERQ)		MCRP – DWG – VIA3 – ST - 0045	On the drawing it makes reference to "Future Road" at pk 79+214. Please provide permanent alignment, cross section and elevation profile at that pk.		*Please refer to revised drawings issued under GBB no. 6* *The future road will be built by others. No further details is available at this stage. The Contractor may need to liaise with relevant agencies during construction.*
5	General	Volume 2 Section 6 The Employer's Requirements (ERQ)		TS 204.5.1.5, Static Load Test	Please clarify if the test pile built up cost should be included in this BOQ item, or others such as in the Bored Pile item under TS 204.5.1.3 or Test Pile item under TS 204.5.1.1., if it becomes available.		*Refer to revised BOQ Item 204 (4) issued under GBB no. 6*
6	CP N-01	Volume 2 Section 6 The Employer's Requirements (ERQ)		MCRP-DWG-VIA01-RD-2007	Please provide Technical Specifications Material for the embankment to be executed at the swampy Section.		*Refer to the RD set of Drawings for VIA01 and VIA02 - Typical Sections.*

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7	CP N-01 CP N-02 CP N-03	Volume 1A Section 4A Bidding Forms - Bill of Quantities (BoQ)		PART C DRAINAGE WORKS	The quantity of RC Pipe Culverts in main line is zero/not found in the BOQ although numerous small diches and creeks will be disconnected by the works. Please clarify the drawings and quantities for drainage works, if required.		*Drawings will be made available at IFC. Where details are available they are shown on the plan and profile and quantities are reflected on revised BoQ under GBB no. 6. Additional provision has been made under a provisional sum for cross/transverse drainage not known at this point.*
8	CP N-01 CP N-02 CP N-03	Volume 2 Section 6 The Employer's Requirements (ERQ)		1-44, Environmental Management Plan	Note 4: The annex also includes a list of sensitive receptors and the actual height of the permanent barriers will be finalized during detailed design Please kindly provide the locations, quantities and requirements of permanent noise barriers, if required		*Reference design for the noise barrier has been provided in VIA00 drawing. Please note that this item is a design-and-build scope, as detailed in TS229. Location of Noise Barriers and parapet walls will be provided in Issue for Construction set of Drawings*
9	CP N-01 CP N-02 CP N-03	Volume 2 Section 6 The Employer's Requirements (ERQ)		GS 118.5.3.3 Maintenance of Local Water Drainage Capacity	The contractor shall ensure that all existing waterways in the construction site are maintained at their existing capacity and that the capacity of waterways in its environs and not negatively affected by the works. According to this clause, any temporary structures or embankments in the waterway cannot be allowed although those are needed certainly for the construction of the river crossings. Please kindly advise more specific requirements, especially in SULIPAN channel, PAMPANGA river and ANGAT river.		*The clause clearly advises existing capacity has to be maintained.* *If the Contractor wishes to install temporary works in the river, he has to liaise with and seek the approval of the relevant autorities for his proposal.*
10	CP N-03	Volume 2 Section 6 The Employer's Requirements (ERQ)		MCRP-DWG-VIA03-ST-0202	Please clarify the width and height of the new river, the exact start and end station of river training, slope of river bank, and the location of sheet-pile, if applied.		*Please refer to Drawing No. MCRP-DWG-VIA-RIV-4001-4031 issued under GBB No. 6.*
11	CP N-01 CP N-02 CP N-03			Site Data- 03 Hydrology	Table. 4.2.42 Estimated Flood Height In Table 4.2.42, Please clarify Design Flood Height(m) and return period and provide design flood level in elevation. Please provide AutoCAD files.		*The table shows flood depth. However, the design flood levels (100yr) of river bridges are shown on the viaduct plan and profile.*
12	CP N-01 CP N-02 CP N-03	Volume 2 Section 6 The Employer's Requirements (ERQ)		MCRP-DWG-VIA01-ST-0011	Please clarify the soil class in drawings (i.e. SOIL CLASS = 7)		*There are 11 soil classes on the project and these are used for the Designers information. Table of definition of soil class will be provided under Addendum 2.*

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13	CP N-03	Volume 2 Section 6 The Employer's Requirements (ERQ)		MCRP-DWG-VIA03-RD-2018	MCRP-DWG-VIA03-ST-0025 In case of P944-945, Which drawing is correct? For P950 -951 is it possible to block the road during construction?		*BoQ to be revised as all existing road realignment will be used as maintenance road. Updated BoQ to issued under Addendum 2.*
14	CP N-03	Volume 2 Section 6 The Employer's Requirements (ERQ)		MCRP-DWG-VIA03-ST-0021	The houses nearby P-910 are located out of ROW. But these interfere with the river training work. Please clarify those houses also are included in a programme of resettlement		*These houses arean are Part of RAP Process.*
15	CP N-01 CP N-02 CP N-03	Volume 2 Section 6 The Employer's Requirements (ERQ)		TS 201.4	201.4.1 General shall be refilled with suitable material 201.4.2 Materials Materials used for backfill for structure excavation other than pipe culvert shall conform to the requirements of TS 103.2, Material Requirements. Materials for backfill of pipe culverts shall confirm to the requirements of TS 109 Pipe Culverts and Storm Drains. 201.4.3 Backfill for Structures Other than Pipe Culverts shall be backfilled with free draining granular material 201.4.4 Backfill or Embankment for Structures Backfill shall conform to the requirements of Section 109.3.7 of TS100, Pipe Culverts and Storm Drains. There are discrepancies in backfill materials referring from 201.4.1 to 201.4.4. Please clarify backfill material for abutments, piers, culverts and storm drains		*For all structures except for pipe culverts, suitable material shall be adopted as the backfill unless shown otherwise on the Drawings.* *TS 204.1 to 204.3 will be revised and issued under Addendum 2.*
16	CP N-01 CP N-02 CP N-03	Volume 2 Section 6 The Employer's Requirements (ERQ)		MCRP-DWG-BR100A-ST-0045	Note : 4. Reinforcement laps are not permitted in the piles. Coupler or full strength butt welds shall be provided as shown on the drawings. There are couplers at [section 1] in the drawing, but the couplers are not seen at [section 2] in the drawing. Please clarify the reinforcement lap can be allowed for [section 2] in the drawing		*Reinforcement laps are not allowed. Refer to revised drawings issued under GBB No. 6.*
17	CP N-01 CP N-02 CP N-03			Site Data- 02 Topo survey report	Level of Maintenance road is designed followed existing ground by drawing At cross section in Topo survey report the elevation of ground is various. Which elevation is for maintenance road?		*Maintenance Road Elevation is on Drawings: MCRP-DWG-VIA01-RD-2011-2053.*

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18	CP N-01	Volume 2 Section 6 The Employer's Requirements (ERQ)		MCRP-DWG-VIA01-RD-2007	Please provide the material criteria for slope protection of embankment.		*Rock specification is provided in drawing MCRP-DWG-VIA02-RD-2003 in the notes on the top right hand side of the drawings*
19	General	Vol 2, Sec.6 II Drawings-Architectural			In drawings MCRP-DWG-CAL-AR-3102 appear the Screen Platform doors as a part of each station, however that unit doesn't appear in any line of BoQ. Is this item included in our scope?. If it is, please indicate which line of Boq will be used to incorporate that cost.		*PSD are Part of a separate contract - These are in the EM Package CP NS-01 (E&M). The bidder shall refer to GS126 for the scope of interface works. An additional provisional sum for the physical interface works will be added in the BoQ which will be issued under Addendum 2.*
20	CP N-01, CP N-02, CP N-03	Volume 2, Section 6, Part II, Drawing	TS200-61 MCRP-DWG-VIA00-ST-1301 and 1302		Please provide us the OCS pole location along the viaduct.		*OCS pole are part of a separate contract - These are in the EM Package CP NS-01 (E&M). The bidder shall refer to GS126 for the scope of interface works. An additional provisional sum for the physical interface works will be added in the BoQ which will be issued under Addendum 2.*
21	CP N-01, N-02, N-03	Volume 2, Section 6, Part II,Drawing	MCRP-DWG-VIA00-ST-1271		Please provide the details for the noise barrier, such as rebar details and installation location.		*Reference design for the noise barrier has been provided in VIA00 drawing. Please note that this item is a design-and-build scope, as detailed in TS229. Location of Noise Barriers and parapet walls will be provided in Issue for Construction set of Drawings.*
22	CP N-01, N-02, N-03	Volume 2, Section 6, Part II, The Specifications	TS200-72	204.4.9/ Concrete Placement, Curing, and Protection	For piles less than 2.5m in diameter, the elapsed time from the beginning of concrete placement in the shaft to the completion of placement shall not exceed 2 hours. For piles 2.50m and greater in diameter, the concrete placing rate shall not be less than 9.0m of pile height per each 2-hour period. The concrete mix shall be of such design that the concrete remains in a workable plastic state throughout the 2-hour placement limit. Please clarify the Contractor shall place the concrete within 2 hours for piles less than 2.5m in diameter regardless of the pile length.		*Specification will be amended, and this requirement will removed and to be issued under Addendum 2*

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23	CP N-01	Part 1 Section 3	EQC 21	2.4.1 Contract of Similar Size and Nature	Participation as a contractor,… in at least one contract that has been successfully or substantially completed within the last 10 years and that is similar to the proposed works, where the value of the Bidder's participation exceeds Five Hundred Million US Dollars (US$500,000,000). The similar work shall mean the project including the following works: 1. Road or railway project of continuous nature As a Bidder (Contractor), who are willing to participate in the bidding procedure, would like to request to relax the criteria of Clause 2.4.1. The Bidder would like to propose to amend the criteria (Clause 2.4.1) as follows: Participation as a contractor,…in one or more contracts that has been successfully or substantially completed within 10 years and that is similar to the proposed works, where the single or accumulative value of the Bidder's participation exceeds Five Hundred Million US Dollars (US$500,000,000) contracted with the same Employer in single country who is an official authority for road management. Example: Name of Project Date Completed Contract Price Country Project 1 Jun 2009 US$300M Vietnam Project 2 Mar 2015 US$160M Vietnam Project 3 May 2018 US$40M Vietnam Total US$500M	Participation as a contractor,…in one or more contracts that has been successfully or substantially completed within 10 years and that is similar to the proposed works, where the single or accumulative value of the Bidder's participation exceeds Five Hundred Million US Dollars (US$500,000,000) contracted with the same Employer in single country who is an official authority for road management. The similar work shall mean the project including the following works: 1. Road or railway project of continuous nature.	***Request for amendment is denied.***
24	CP N-01	Part 1 Section 3	EQC 21	2.4.1 Contract of Similar Size and Nature	Participation as a contractor,… The similar work shall mean the project including the following works: 1. Road or railway project of continuous nature It is stated that "…, The similar work shall mean the project including the following works: 1. Road or railway project of continuous nature.". The Bidder understands that a Contract of Bridge Construction Project may be counted/considered as "road project". Is the Bidder's understanding correct?		***Bridge construction project is acceptable, but must still meet the conditions specified in 2.4.2.***
25	CP N-01	Volume 1 Section 1	Instruction to Bidders Page 14	ITB 21 Sealing and Marking of Bids	1. For the common understanding of all the Bidders, may we request the Employer to provide a Diagram showing the proper way of Packing, Sealing and Marking of Bids for Submission (Single-Stage; One Envelope). 2. The Bidder would like to clarify that in a Single-Stage; One Envelope Bidding Procedure, the original Technical Bids and original Financial Bids would have to be combined in only one (1) Folder (no need to separate Technical Folder and Financial Folder) and to be packed in a sealed Envelope marked as "Original" and same manner with the "Copies". Is Bidder's understanding correct?		***The Bidders' understanding is correct.***

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26	CP N-01	Volume 1 Section 2	BDS 4	ITB 20.1	In addition to the original Bid, the number of copies is Five (5) copies together with Two (2) complete digital copies contained on DVDR disc in Portable Document format (.pdf)… It is mentioned that the Bidder shall provide Two (2) complete digital copies contained on DVDR disc in Portable Document format (.pdf). 1. Please clarify if Schedule 1: Bill of Quantities copies contained in DVDR shall be in PDF file format only and EXCEL format is not necessary.		***Final BoQ must be in signed pdf , see responses to queries issued under GBB No. 6. Bidder is still requested to submit an excel file. But for any discrepancy, signed PDF will govern.***
27	CP N-01	Volume 1 Section 4	BF 2 and BF 6	Letter of Bid and Bid Security	In the Forms Letter of Bid and Bid Security, Invitation for Bids No. (IFB No.) is required. However, the Bidder can't find it in the Bidding Document and Invitation for Bids. The Bidder would like to request the Employer to provide the "IFB No." as a common reference of all Bidders.		***"IFB No." is indicated in the Bidding Documents as PB19-041-4.***
28	CP N-01	Volume 1 Section 4	BF 17, 18 and 19	Form FIN-1, Form FIN-2 and FIN-3 Exchange rates	Whenever a Form in Section 4, Bidding Forms (especially in accomplishing Forms FIN-1, FIN-2 and FIN-3) require a Bidder to state a monetary amount, Bidder should indicate the USD equivalent using the exchange rate (selling rate) prevailing on the last day of the respective calendar year. Is the Bidder's understanding correct?		***The Bidders understanding is correct***
29	CP N-01	Volume 1 Section 4	BF 18 and BF 20	Form FIN-2 Average Annual Construction Turnover and Form FIN-4 Financial Requirements for Current Contract Commitments	Note: "$ equivalent based on the foreign exchange rate as of the same date and currency of the contract" 1. The Bidder would like to request the Employer to elaborate the meaning of this Note: "$ equivalent based on the foreign exchange rate as of the same date and currency of the contract". 2. The Bidder understands that the said Note should not be applicable to Form FIN-2 since it is already an Annual Turnover Amount. The exchange rate (selling rate) to be used for FIN-2 should be the prevailing on the last day of the respective calendar year. Is Bidder's understanding correct?		***The Bidder is correct the note does not apply to FIN 2, the $ equivalent in FIN 4 is based on the exchange rate relevant to the currency of the contract being quoted at 28 days prior to the Bid Submission Date.***
30	CP N-01	Volume 2 Section 6	ER 44 to 45	Appendix 1 Checklist of Submittals to Accompany the Bid	The Bidder would like to request the Employer to revise Appendix 1 (Checklist of Submittals to Accompany the Bid): 1. To include "Affiliate Company Guarantee" as part of the submittals (if any/in case the Bidder/Contractor wish to submit). 2. In the checklist, item no. 6 Technical Proposal, letter (h) Programming; it should be "Section 6 Part III B Programming" instead of "… C Programming".		***The 'Affiliate Company Guarantee' should be added to the Checklist. The title Section 6 Part III C - Programming should be corrected to Section 6 Part III B - Programming.***

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31		Volume 1, Sectio	EQC 21	2.4.2	"3. A similar contract (continuous road or railway) in similar climate (monsoon, wet & dry season) of minimum One Hundred Million US Dollars (US$ 100,000,000)" "4. Viaduct works for Railway or Road (Expressway or Motorway) more than 5 km in length including a minimum of 2 km using P.C. match-cast segmental span by span techniques. Relevant works will also include bored or pre-cast piling, R/C pile caps and piers constructed in wet ground conditions" Considering the strict technical qualifications given in the tender documents, construction companies who fulfill all of those requirements will be very less and limited. We have completed a large number of bridges/viaducts in the world and have extensive overseas construction experiences, however, our track records are marginally less in some requirements. We request that the Employer relax somewhat these requirements, so that the Employer can receive more competitive bids from more bidders. (* This request shall be considered to be applicable to all of the packages 1, 2 and 3.)	Our proposed revisions are as follows: **Clause 2.4.2 (3):** **This requirement shall be deleted;** or amended as: "3. A similar contract (continuous road or railway) in similar climate (monsoon, wet & dry season) of minimum Fifty Million US Dollars (US$ 50,000,000) in terms of a Bidder's participation in the contract" ***or*** "3. A contract (continuous road or railway) in similar climate (monsoon, wet & dry season) of minimum One Hundred Million US Dollars (US$ 100,000,000)" **Clause 2.4.2 (4):** **This requirement shall be amended as:** "4. Viaduct works for Railway or Road (Expressway or Motorway) more than 3 km in length including a minimum of 2 km using P.C. match-cast segmental span by span techniques. Relevant works will also include bored or pre-cast piling, R/C pile caps and piers constructed in wet ground conditions." ***or*** "4. Viaduct works for Railway or Road (Expressway or Motorway) more than 5 km in length including a minimum of 2 km using P.C. span by span techniques. Relevant works will also include bored or pre-cast piling, R/C pile caps and piers constructed in wet ground conditions."	***For 2.4.2 (3): It is reasonable to accept this proposed ammendment*** ***"A contract (continuous road or railway) in similar climate (monsoon, wet & dry season) of minimum One Hundred Million US Dollars (US$ 100,000,000)"*** ***For 2.4.2 (4):It is reasonable to accept this proposed ammendment*** ***"Viaduct works for Railway or Road (Expressway or Motorway) more than 5 km in length including a minimum of 2 km using P.C. span by span techniques. Relevant works will also include bored or pre-cast piling, R/C pile caps and piers constructed in wet ground conditions."***
32		Volume 1, Section 3	EQC 21 EQC 22	2.4	Tender documents, Section 3, Clause 2.4 provides the requirements on the Bidder's construction experiences. These requirements are, however, too strict and we think that eligible bidders who fulfill all of these requirements will be very less and limited. We would like to request that in the case that a Bidder's construction experience is does not fully comply with the requirements in some items, however, complies with all the other requirements, the Employer consider to qualify the Bidder subject to the Employer's evaluation. Please clarify if the Employer can consider this. (* This request shall be considered to be applicable to all of the packages 1, 2 and 3.)		***The Bidder must satisfy the requirements stated in the Bidding Document.***
33	General	Volume 1, Section 2.3	EQC 19	Average Annual Construction Turnover	Relax the historical financial performance requirements as stated in 2.3.2 Average Annual Construction Turnover:	Add "For Philippines Member, two and a half percent (2.5%) of the requirement." for the compliance requirements of each partner of Joint Venture	***Historical financial performance requirements will not be relaxed.***
34	CP N-01 CP N-02 CP N-03	Volume 1, Section 3	EQC22	Evaluation and Qualification Criteria (EQC) 2.4.2	Criteria, Requirement, "For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:" Please clarify what period shall be referred to "the period stipulated in 2.4.1 above".		***Ten (10) years as stipulated in 2.4.1***

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35	CP N-01 CP N-02 CP N-03	Volume 1, Section 3	EQC22	Evaluation and Qualification Criteria (EQC) 2.4.2	Criteria, Requirement, "3 A similar contract (continuous road or railway) in similar climate (monsoon, wet & dry season) of minimum One Hundred Million US Dollars (US$ 100,000,000):" We understand that a similar contract (continuous road or railway) stipulated in 2.4.2 Requirement No. 3 means a contract for any type of continuous road or railway structure, and it is not limited to any specific type of structure. Since the justification of "similar" will be subjective and it is under risk for disqualification of tender submitted by Bidder, please clarify that the above understanding is correct.		***Similar' means road or railway projects.***
36	CP N-01 CP N-02 CP N-03	Volume 1, Section 3	EQC22	Evaluation and Qualification Criteria (EQC) 2.4.2	Criteria, Requirement, "3 A similar contract (continuous road or railway) in similar climate (monsoon, wet & dry season) of minimum One Hundred Million US Dollars (US$ 100,000,000):" With respect to "A similar contract (continuous road or railway) in similar climate (monsoon, wet & dry season)" of 2.4.2 Requirement No.3, since the justification of "similar" will be subjective and it is under risk for disqualification of tender submitted by Bidder, please clarify whether the project in the following countries can be considered to fulfil the requirement of "in similar climate"? 1) Japan 2) Malaysia 3) China 4) Korea 5) Africa 6) Columbia 7) Spain 8) France 9) Indonesia 10) Middle East 11) Philippines And, please advise if any specific meteorological criteria will be considered to evaluate the requirement of "in similar climate"		***Criteria deleted.***

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37	CP N-01 CP N-02 CP N-03	Volume 1, Section 3 and Bid Bulletin No.6 Bid Addendum 1 Final Response Item No.39	EQC22	Evaluation and Qualification Criteria (EQC) 2.4.2	Criteria, Requirement, "4 Viaduct works for Railway or Road (Expressway or Motorway) more than 5 km in length including a minimum of 2 km using P.C. match-cast segmental span by span techniques. Relevant works will also include bored or pre-cast piling, R/C pile caps and piers constructed in wet ground conditions" Bid Addendum 1 Final Response Item No.39 "No. This refers to a single contract requirement." We refer to the Employer's response No. 39 of Bid Addendum 1 Final Response, which states "No. This refers to a single contract requirement." Considering that very limited world record of single contract that can fulfil the requirement "Viaduct works for Railway or Road (Expressway or Motorway) more than 5 km in length including a minimum of 2 km using P.C. match-cast segmental span by span techniques within the last 10 years" and P.C. match-cast segmental span by span technique has been improved time to time from light weight short segment span to heavy weight long segment up to full span by one (1) segment (i.e. precast full span) as per the improvement of equipment capacity, please advise that the precast concrete box type viaduct works including light weight short segmental span (e.g. each 2 ~ 5m long segment) as well as heavy weight long span (e.g. 30m ~ 60m long precast full span) can be considered to fulfil EQC 2.4.2 Requirement 4.		***For 2.4.2 (4) has now been revised as: "Viaduct works for Railway or Road (Expressway or Motorway) more than 5 km in length including a minimum of 2 km using pre-cast span by span techniques. Relevant works will also include bored or pre-cast piling, reinforced concrete pile caps and piers constructed in wet ground conditions."***
38	CP N-01 CP N-02 CP N-03	Site Data, Resettlement Action Plan, Volume 1	1-18	1.8.6.2, Soil Disposal Area	With regard to the Soil Disposal Area to be designated by the LGUs (Local Government Units), please advise if there is any dumping charge to dispose the surplus excavated materials. And also advise if unsuitable material including waste and contaminated can be allowed to be dumped off there.		***It is the contractor's responsibility to verify the dumping requirement with the relevant LGU's and authorities. The method of dumping and the materials to be disposed, among others, are subject to the Engineer's approval.***
39	CP N-01 CP N-02 CP N-03	Part 1 – Bidding Procedures – Section 1 – ITB	Page 13	Clause 19.8	The bidder notes the Employer's response to Q44, referring to ITB 19.8. We have reviewed clause 19.8 of the ITB as issued on 31/1/19 and still not clear whether it is possible to submit multiple Bid Security instruments totalling $12 mill. or whether it is a requirement to submit 1 Bid Security of $12 mill. We would appreciate if this could be further clarified.		***As per ITB 19.8 "If the bid security is required as per ITB 19.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid." Please also take note of ITB 19.1 "..a bid security"***

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40	CP N-01 CP N-02 CP N-03	Volume 2; Part II – Requirements; Section 6 – The Employer's Requirements; Part I – The Specifications, Book 1 – GS100 General Specification (GS)	Page GS89	Clause 126.7	The Bidder notes a possible inconsistency between the contract conditions under Multilateral Development Bank Harmonised Edition June 2010 (FIDIC) and the General Specifications. Under Volume 2; Part II – Requirements; Section 6 – The Employer's Requirements; Part I – The Specifications, Book 1 – GS100 General Specification (GS) Clause 126.7, the following is stated: "Quite apart from those delay damages however, where one Interfacing Contractors work is delayed due to a failure on the part of another, increased or additional costs are likely to be claimed against the Employer under the terms of the third party contract. In the event the Employer should be obliged to compensate any such third party claims, the amount paid shall, subject to Clause 2.5 of the GCC, be counter-charged against the defaulting Contractor. Such charge would constitute general damages, and would not be included within any calculation of delay damages limits under GCC Clause 8.7." However, Clause 17.6 of the FIDIC provides for a general exclusion to indirect or consequential loss or damage subject only to certain exclusions (ie. Sub-Clause 8.7, Sub-Clause 11.2, Sub-Clause 15.4, Sub-Clause 16.4, Sub-Clause 17.1, Sub-Clause 17.4(b) and Sub-Clause 17 .5, fraud, deliberate default or reckless misconduct), none of which seem to be carving out the circumstances under 126.7 above. We note that FIDIC takes precedence in case of inconsistency. Question 1: Can the Employer please advise how it intends to deal with this inconsistency during delivery? Question 2: the first paragraph of the extract provided above refers to "a failure on the part…". Can the Employer please clarify what type of "failure" would trigger this right? (i.e. presumably a failure to comply with its interface coordination obligations)		***1. FIDIC takes precedence.*** ***2. GS 126.7 will be amended to tie in with FIDIC.***
41	CP N-01 CP N-02 CP N-03	Volume 2; Part II – Requirements; Section 6 – The Employer's Requirements; Part I – The Specifications, Book 1 – GS100 General Specification (GS)	Page GS93	Clause 128.2	The Bidder notes a possible inconsistency between the contract conditions under Multilateral Development Bank Harmonised Edition June 2010 (FIDIC) and the General Specifications. Under Volume 2; Part II – Requirements; Section 6 – The Employer's Requirements; Part I – The Specifications, Book 1 – GS100 General Specification (GS) Clause 128.2, the following is stated: "Should any equipment or plant remain out of service and prevent the commissioning and/or operation of the railway, due to reasons of failure by the Contractor to perform his duties under the DNP, the Employer reserves his rights to seek General Damages at Law commensurate with his operating costs (if any) and loss of operational revenues." However, Clause 17.6 of the FIDIC provides for a general exclusion to indirect or consequential loss or damage subject only to certain exclusions (ie. Sub-Clause 8.7, Sub-Clause 11.2, Sub-Clause 15.4, Sub-Clause 16.4, Sub-Clause 17.1, Sub-Clause 17.4(b) and Sub-Clause 17 .5, fraud, deliberate default or reckless misconduct), none of which seem to be carving out the circumstances under 128.2 above. We note that FIDIC takes precedence in case of inconsistency. Can the Employer please advise how it intends to deal with this inconsistency during delivery?		***FIDIC takes precedence. GS128.2 will be amended to tie in with FIDIC.***
42	CP N-01 CP N-02 CP N-03	Vol 2, Section 6, Part II - Drawings	MCRP-DWG-VIA00-ST-0641	Note 3	It is stated in the referenced note that 28days compressive strength of structural concrete is 50MPa for cross beam for pier Type 5C. However, the BOQ item for the cross beam structure in the BOQ is indicated with 40MPa in the item of 206(1)d, Part B.3, Bill No.3. Please clarify.		***The 28days compressive strength of structural concrete for cross beam for pier Type 5C is 40MPa.***
43	CP N-01 CP N-02 CP N-03	Vol 2, Section 6, Part II - Drawings	MCRP-DWG-VIA00-ST-0652	Note 3	It is stated in the referenced note that the grade of reinforcement for pier Type P6 is grade 75 (fy=520MPa). However, we couldn't find out any BOQ item having grade 75 in the BOQ, Bill No.3 Please clarify.		***The grade for reinforcement for pier Type P6 is grade 60 (fy=420 Mpa)***

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44	CP N-01 CP N-02 CP N-03	Vol 2, Section 6, Part II - Drawings	MCRP-DWG-BR101-ST-0167	Note 3	It is stated in the referenced note that 28days compressive strength is 50MPa for the transition pier segment. However, the compressive strength of concrete under Part B.5 in the Bill No.3 is all 40MPa. Please clarify.		*The 28days compressive strength of transition pier segment is 50MPa as shown in Addendum1 released under GBB No.6*
45	CP N-01 CP N-02 CP N-03	Vol 2, Section 6, Part II - Drawings	MCRP-DWG-BR101-ST-0216	Note 2	It is stated in the referenced note that the grade of reinforcement for bottom flange blister is grade 75 (fy=520MPa). However, we couldn't find out any BOQ item having grade 75 in the BOQ under Part B.5 in Bill No.3. Please clarify.		*This drawing is superseded. Please refer to the BC sets in Addendum-1 issued under GBB No.6*
46	CP N-01 CP N-02 CP N-03	Vol 2, Section 6, Part II - Drawings	MCRP-DWG-CIS40-ST-0011	Note 3	It is stated in the referenced note that 28 days compressive strength is 50MPa for the bridge CIS40. However, the compressive strength of concrete under Part B.6 in the Bill No.3 is all 40MPa. Please clarify.		*Please refer revised / latest drawing in Addendum-1 issued under GBB No. 6*
47	CP N-02	Vol 2, Section 6, Part II - Drawings	MCRP-DWG-BR105-ST-0014, MCRP-DWG-BIR105-ST-0150		The mentioned drawings show 2 Pier and Pier cap with different typologies for the intermediate supports of the ED Bridge. Please confirm which is the correct design.		*MCRP-DWG-BIR105-ST-0150 is the correct design.*
48	CP N-03	Vol 2, Section 6, Part II - Drawings	BC04		With regard to the BR112 [60+90+60] BCM bridge to cross over the Abacan River, we couldn't find any relevant drawings. Please furnish.		*Please refer to the latest BC 02 set of drawings in Addendum-1 issued under GBB No.6*
49	CP N-01	Volume 1A,	BOQ-15	204(1)	Geotechnical works (Boring tests): 478EA The design is outside the scope of the Contractor and will be provided by the Employer. However, we understand that the Employer requires the Contractor to carry out the Geotechnical Works (boring tests) for the foundation design. Please clarify if the Employer is intending to revise/validate the foundation design based on the results of the boring tests carried out by the Contractor, and if so, please specify the deadline for completion of the boring tests by the Contractor and the expected schedule for the foundation design by the Employer's consultants. (* This query is applicable to all of the packages 1, 2 and 3).		*Upon being provided the results of the Geotechnical Investigation Work, the Engineer shall confirm pile founding levels as soon as practically feasible.*
50	CP N-01	Volume 1A, Section 4A	BOQ-15	204(2) ab, b, c 204(3)a	Please clarify if the quantities of bored piles in the Bill of Quantities include test piles. If the test piles are not included in the quantities, please specify the requirements of test piles to be installed by the Contractor, i.e. quantities, drilling depths, diameters, etc. (* This query is applicable to all of the packages 1, 2 and 3.)		*The installation of test piles has been included in the bill items and the pile test has a separate bill item. Please refer to revised BoQ issued under GBB no. 8.*
51	CP N-01	Vol. 2 Sec.6 – Part 1	TS200-61	204.2.7	"Test piles which are shown on the drawings or specified in the contract or installed by the Contractor on his own to determine the lengths of piles to be furnished, shall conform to the requirements for piling as indicated in these Specifications. Test piles which are used to arrive at the load carrying capacity shall not be incorporated in the structure." In the case of a failure of the pile load test, is the Employer going to make changes in the design of bored piles?		*The Engineer will consider the data received from the trial pile test results and decide accordingly.*

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52	CP N-01	Volume 1A, Section 4A	BOQ-15	204(4) 204(5)a 204(5)b 204(5)c 204(6)a 204(6)b 204(6)c 204(7)	The quantities of pile tests specified in the Bill of Quantities are not matching those specified in the drawings (refer to the drawing no. MCRP-DWG-BR100-ST-0040) and the Specifications TS200, Clauses 204.2.7.3 and 204.2.7.4. Please clarify.		*Please refer to revised Drawings, BoQ and Specifications issued under GBB no. 8.*
53	CP N-01	Volume 2, Section 6	TS200-61	204.2.7	Please clarify if the Contractor is allowed to commence the permanent bored piling work before or during the completion of the pile load tests or during the curing of test piles? (* This query is applicable to all of the packages 1, 2 and 3)		*No.*
54	CP N-01	Volume 2, Section 6	Drawing no. MCRP-DWG-BR100-ST-0040		Note 2 : "Working test pile selected by the S.O. shall be tested to two times working load. High strain PDA shall be carried out on these piles to correlate against the static load test result." Please specify the working load of the representative piles for each difference size of piles (i.e. for dia. 800, 1000, 1200, 1500, 1800mm) (* This query is applicable to all of the packages 1, 2 and 3)		*Please refer to the latest set of drawings. Please refer to VIA 00 - ST - 0320 for general notes on piles. This has been issued in Addendum 1 issued under GBB No. 6.*
55	CP N-01	Volume 1A, Section 4A	BOQ-15		The quantities of bored piles for the viaducts (page no. BOQ-15) do not match the quantities given in the drawings no. MCRP-DWG-VIA01-ST-0101 to 0114. There are also discrepancies in the number of piles between the plan and the elevation in the General Arrangement drawings (refer to drawings no. MCRP-DWG-VIA01-ST-0011 to 0059), in case of P-167, 206, 214, 217, 255, 260, 263, 403 and 406. Please confirm the quantities of bored piles based on which a bidder shall prepared its bid and issue revised Bill of Quantities which are conforming to the drawings.		*Please refer to the latest set of drawings, BOQ and Pier schedule. This has been issued in Addenda issued under general bid bulletins.*
56	CP N-01	Volume 1A, Section 4A	BOQ-21 BOQ-32 BOQ-48 BOQ-52 BOQ-56 BOQ-60 BOQ-64 BOQ-67 BOQ-70		Quantities of bored piles for the stations and buildings are given in the BOQ. However, drawings for details of these piles have not been provided to bidders. Please provide the drawings for the piles for stations and buildings. (* This query is applicable to all of the packages 1, 2 and 3)		*Please Refer to the Addenda issued under general bid bulletins:* *BOQ-21 : MCRP-DWG-CAL-ST-4010 , 4301* *BOQ-32 : MCRP-DWG-APA-ST-4010 , 4301* *BOQ-48 : MCRP-DWG-SS10-ST-4010 , 4301* *BOQ-52 : MCRP-DWG-SS11-ST-4010 , 4301* *BOQ-56 : MCRP-DWG-SS12-ST-4010 , 4301* *BOQ-60 : MCRP-DWG-SS13-ST-4010 , 4301* *BOQ-64 : MCRP-DWG-ISER1-ST-4010 , 4301* *BOQ-67 : MCRP-DWG-ISER2-ST-4010 , 4301 (CPN-02)* *BOQ-70 : MCRP-DWG-BP-1-ST-4010 , 4301*

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57	CP N-01	Volume 2, Section 6	Drawing no. MCRP-DWG-VIA01-ST-0034		From the geometry and the span lengths of the spans P206 to P209, it seems to us that these spans are designed to be built with 3-span balanced cantilever method. However, the drawing no. VIA01-ST-0034 indicates that these spans are built with precast segment span-by-span method. Please clarify and provide us with revised drawings.		*Please refer to the latest set of drawings in Addenda issued under general bid bulletins.*
58	CP N-01	Volume 2, Section 6			Details of the cast in-situ spans between P161 and P162 are not included in the tender drawings, whilst the details of all other cast in-situ spans have been provided. Please provide the drawings showing the details of the spans P161-P162.		*Please refer to the latest set of drawings for CIS 80 in Addenda issued under general bid bulletins.*
59	CP N-01	Volume 1, Section 4	BF2		In the case of a bidder bid for more than two packages, please clarify if the bidder shall submit only one Letter of Bid for those multiple packages, or submit each Letter of Bid for each different package mentioning the discounts offered.		*The Bidder shall submit a Letter of Bid for each Bid.*
60	CP N-01				In order for bidders to plan the routes for delivery of precast segment units, we would like to request that the Employer provide the information of load carrying capacities of existing bridges which are located along the MCRP routes. (* This query is applicable to all of the packages 1, 2 and 3)		*It is Bidder's responsibility to identify the loading capacities of the bridges along the Bidder's envisaged delivery route.*
61	CP N-01	Volume2, Section 6	ER 13	2.1.2.2	"The Contractor shall be responsible for the necessary demolition and clearance of these structures which shall be carried out strictly in accordance with instructions issued by the Engineer." Supplementary Information, Part III(A) – Particular Specification – The Scope of Works, Clause 2.1.2.2 states that the Contractor shall be responsible for the necessary demolition and clearance. Please clarify if the demolition and clearance within the Contractor's scope of work include the demolition of existing houses within the ROW. Please also clarify which items in the Bill of Quantities will cover this work.		*Provional Sum for Demolition and Clearing of Affected Houses under RAP has been added to cover this work. Refer to the BOQ issued under GBB No. 8.*
62	CP N-01				Please clarify if there is any special provision for exemption of custom duties for materials and equipment imported for the purpose of this project.		*None.*
63	CP N-02	Volume 2, Section 6	Drawing no. MCRP-DWG-BR110-ST-0020 (rev.1)		The edge line of the pile cap at P-599NB is in the same line of ROW. In this case, the excavation for this pile cap work will take place outside the ROW. Thus, the Employer shall provide the Contractor with an additional ROW for this work without any cost to the Contractor. Please clarify.		*Please refer to the latest "MCRP-DWG-VIA02-ST-0030" of drawings. ROW has already been updated in the latest drawings issued under previous General Bid Bulletins.*
64	CP N-02	Volume 2, Section 6	Drawing no. MCRP-DWG-VIA02-ST-0038		The pile caps at P-661 and P-662 are interfering with the ROW. Please clarify if a bidder shall assume that additional ROW to execute these pile cap works will be provided by the Employer.		*Please refer to the latest "MCRP-DWG-VIA02-ST-0038" of drawings. ROW has already been updated in the latest drawings under the previous General Bid Bulletins.*
65	CP N-02	Volume 1A, Section 4A	BOQ-16	206(1)d	BOQ item no. 206(1)d : "Structural Concrete, 40 MPa for Cross Beam (Portal Pier)" The BOQ item no. 206(1)d specifies the strength of cross beam to be 40 MPa. However, according to the drawing no. MCRP-DWG-VIA00-ST-0641, the concrete strength of cross beam shall be 50 MPa. This query is applicable to all of the packages 1, 2 and 3. Please clarify which is correct.		*The concrete strength of cross beam is 40MPa*

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66	CP N-02	Volume 2, Section 6	TS200-164	207.2.1.1	BOQ items no 207(2)d, e, f : "Reinforcing Steel Grade 60" The grades of reinforcement steel stated in the Bill of Quantities are Grade 60 and Grade 40. The Specifications TS200 (Viaducts and Bridges), Clause 207.2.1.1 also specifies that the grades of reinforcement steel shall be Grade 40 (275 MPa) for dia. 12mm and smaller and Grade 60 (414 MPa) for dia. 16mm and above. However, drawings (refer to MCRP-DWG-BR102-ST-0132, Note 2, and other relevant drawings) specify that the reinforcement shall be ASTM 615M Grade 75, fy = 520 MPa. This query is applicable to all of the packages 1, 2 and 3. Please clarify the grade of reinforcement steel to be used for the structures. (* This query is applicable to all of the packages 1, 2 and 3)		***Grade of reinforcement mentioned in the TS and BOQ shall prevail.***
67	CP N-02	Volume 1, Section 4A	BOQ		In the Bill of Quantities, the grade of concrete for the superstructures of the balanced cantilever bridges and the cast in-situ viaducts on falsework is mentioned as 40 MPa. However, drawings (refer to MCRP-DWG-CIS70-ST-0011, MCRP-DWG-BR102-ST-0086 and other relevant drawings) specify that the concrete strength of these structures shall be 50 MPa. Please clarify which is correct. (This query is applicable to all of the packages 1, 2 and 3)		***The concrete strength of superstructures of the balanced cantilever bridges and the cast in-situ viaducts on falsework is 50MPa.***
68	CP N-01	Volume 2 Part II Section 6	MCRP-DWG-VIA01-ST-0011	GENERAL ARRANGEMENT PLAN (SPAN LAYOUT) KM.34+749 TO 35+000	In drawing no. MCRP-DWG-VIA01-ST-001, the pile quantity at PR7-120 for NSCR are 12 numbers while the pile quantity of P-1 for MCRP are 8 numbers only. The Bidder would like to confirm that the quantity of pile is correct. Please Clarify.		***Yes. The Number of Piles are correct.***
69	CP N-01	Volume 2 Part II Section 6	MCRP-DWG-VIA01-ST-0011	GENERAL ARRANGEMENT PLAN (SPAN LAYOUT) KM.34+749 TO 35+000	In drawing no. MCRP-DWG-VIA01-ST-001, it seems that the pile cap size at PR7-120 for NSCR is bigger than the pile cap size at P-1 for MCRP. The Bidder would like to clarify that the pile cap size is correct. Please Clarify.		***Yes. The pile cap sizes for P-1NB and P-1SB are correct.***
70	General	Volume 1	Section 2 Bid Data Sheet (BDS)	ITB 20.1	It is requested to clarify followings regarding the submissions 1. Whether or not the submission is required to be printed on two sided or one sided page. 2. Whether or not the all of the submission is required to be signed document, including the method statement. 3. Whether or not the headings and page no. of the Bidding form could be changed		***1. No specific requirement.*** ***2. Each document submitted shall be signed in accordance with the requirements stated in the Bidding Documents.*** ***3. Headings to be maintained.***

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71	CP N-01	Volume 1	Section 3 Evaluation and Qualification Criteria (EQC)	2.4 Contracts of Similar Size and Nature	Participation as a contractor,… in at least one contract that has been successfully or substantially completed within the last 10 years and that is similar to the proposed works, where the value of the Bidder's participation exceeds Five Hundred Million US Dollars (US$500,000,000)… 1. The Bidder would like to request the Employer to amend the words; "…in at least one contract" to "…in one or more contracts under the different Employers". 2. In the event the Employer will not accept the request above, the Bidder would like to request the Employer to amend the clause as; "Participation as contractor…in one or more contracts that has been successfully or substantially completed within the last 10 years and that is similar to the proposed works, where the single or accumulative value of the Bidder's participation exceeds Five Hundred Million US Dollars (US$500,000,000) all project contracts are under one/same Employer…"	1. "…in one or more contracts under the different Employers…" 2. "…in one or more contracts that has been successfully or substantially completed within the last 10 years and that is similar to the proposed works, where the single or accumulative value of the Bidder's participation exceeds Five Hundred Million US Dollars (US$500,000,000) all project contracts are under one/same Employer…"	***There will be no changes in qualification for this item.***
72	CP N-01 CP N-02 CP N-03	Volume 2, Section 6II	MCRP-DWG-VIA00-ST-1121	Precast Segmental Construction Prestressing Notes	"2.1 The bridge superstructure has been detailed for the Freyssinet post-tensioning system." What is the precise meaning Reference Text is intended to convey? Is it mandatory for the Bidder to apply the Freyssinet system to its bid or can any other equivalent systems satisfying the Specification be considered? Please clarify.		***It is not mandatory for the Bidder to apply the Freyssinet system.*** ***It can be any other equivalent systems satisfying the Specification to be considered.***
73	CP N-01 CP N-02 CP N-03	Volume 3, Section 4A Bidding Form – Bill of Quantities (BOQ)	BOQ-2	Preamble	"The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding." "The basis of payment will be the actual quantities of work ordered and carried out in conformity with the specifications and the drawings, (the rest omitted)…" From Reference Text, the Bidder understand that in case of that; 1. There are variances between the quantities given in the Bill of Quantities and those estimated by the Bidder based on the Drawings, the Bidder shall apply the quantities given in the Bill of Quantities and propose the Total Price based on the Employer's BOQ quantity times the Contractor's unit rate in bidding stage, or 2. The Employer's BOQ quantity have calculation error. Such variances will be measured and paid for based on actual quantities of work executed in conformity with the Specifications and the Drawings afterward, irrespective of whether the Drawings were changed or not. Please confirm the Bidder's understanding is correct.		***The Bidder's understanding is correct***

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74	CP N-01 CP N-02 CP N-03	Volume 3, Section 4A Bidding Form – Bill of Quantities (BOQ)	BOQ-11 BOQ-152	Bill No. 1 General Requirements Bill No. 8 Schedule of Provisional Sum	Pay Item No. G133 Enabling Works PS-2 Tree Cutting/Relocation/Retention inside ROW PS-3 Demolition and Clearing of Affected Houses under RAP Enabling Works, i.e. Tree Cutting or Re-location and Demolition of Structure within ROW are under the Contractor's responsibilities. Meantime, from a payment perspective, enabling works are described in Bill No. 1 General Requirements and Bill No. 8 Schedule of Provisional Sum respectively. Kindly clarify and confirm the basis of payment for enabling works.		***G133 covers the work incuded in PS-2 and PS-3.***
75	CP N-01 CP N-02 CP N-03	Volume 3, Part III, Section 8 PCC Part A	PCC 3	PCC 14.1	Delete the last paragraph of Subclause 14.1: "Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation." Further to PCC Subclause 14.1, please clarify whether the import duties and taxes for importation of Contractor's Equipment shall be exempted or not.		***Import taxes need to be paid by the Contractor but subject to reimbursement by the Employer.***
76	CP N-01 CP N-02 CP N-03	Volume 3, Part III, Section 8 PCC Part B – Specific Provisions	PCC 10	Ref. GCC	Co-operation At the end of final Paragraph, add the following: "The Contractor shall obtain the information in respect of plinths, block-outs, holes, hooks, and other instruments required for the installation and testing of E&M system from CP NS-01 Contractor [E&M Systems and Track Works] to reflect in working/ shop drawings which will be prepared by the Contractor." Please advise the time schedule for the available date of the information in respect of plinths, block-outs, holes, hooks, and other instruments required for the installation and testing of E&M system from CP NS-01 Contractor [E&M Systems and Track Works] to reflect in working / shop drawings which will be prepared by the Contractor.		***The time schedule shall be discussed between the contractor and the E&M contractor***

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77	CP N-01 CP N-02 CP N-03	Vol 1A, Section 4A, BOQ	BOQ-11	Item G118(5), Works instructed for Protection and/or Remedial Works to Old PNR Stations and Bridges	The BOQ item for the referenced item in the Addendum No.1 is indicated with "Included in Bill No.8", whilst the concerned Provisional Sum in the Bill No.8 is removed. In this regard, please advise how this scope will be paid, and furnish the revised document accordingly.		***This item will be under Bill no. 8 included in revised BoQ to be issued under GBB no. 8.***
78	CP N-01 CP N-02 CP N-03	Volume 1, Part I – Bidding Procedures	BF 8	Affiliate Company Guarantee	In circumstances where: • Company A is a 100% subsidiary of Company B, and Company B is 100% subsidiary of Company C; • Company A is the bidding Entity; • Company B executes projects with relevant construction experience for which Company A will want to rely on for the purposes of meeting the ITB requirements; and • Company C is a holding company (ie does not actually deliver projects) which complies with the financial requirements of the ITB; Can the Employer please confirm that an Affiliated Company Guarantee issued by Company C (being the parent of and having control of both companies A and B), will suffice for the purposes of providing the necessary guarantees requested by the Employer under Section 3 of Volume 1 of the ITB		***The Affiliate Company Guarantee is required for Company C; if Company B is to be used in the Contract then an Affiliate Company Guarantee is also required.***
79	CP N-01 CP N-02 CP N-03	Vol 1A, Part I, Section 4A, Bill of Quantities (BOQ)		PART B.11 STRUCTURAL WORKS FOR MAINTENANCE BASE AND EMERGENCY STAIR	The following item is missing in the BOQ: 208 Prestressing Steel for Maintenance Ramp Box Girder (kg) Please, clarify whether this item will be included in the BOQ or the Contractor may allow for this under item 206(7)a Structural Cast in Situ Concrete, 40 MPa for Box Girders (cum)		***The quantity of Prestressing Steel for Maintenance Ramp Box Girder (kg) is included in 208(1)a Prestressing Steel for Cast-in-situ Superstructure on Falseworks.***
80	CP N-01	Vol 1A, Section 4A, BOQ	BOQ-97	Item 117(1), Sheet Pile with Concrete Capping	The unit for the referenced item is different with that for the same item in the BOQ for CP N-03 [Page BOQ-99], which is indicated with linear meter, not m2. Please clarify the unit.		***117 (1) Sheet pile unit is SQM***
81	CP N-02	Vol 1A, Section 4A, BOQ	BOQ-66	Item 117(1), Sheet Pile with Concrete Capping	The unit for the referenced item is different with that for the same item in the BOQ for CP N-03 [Page BOQ-99], which is indicated with linear meter, not m2. Please clarify the unit.		***117 (1) Sheet pile unit is SQM***
82	CP N-03	Vol 1A, Section 4A, BOQ	BOQ-99	Item 117(1), Sheet Pile with Concrete Capping	The unit for the referenced item is different with those for the same item in the BOQ for CP N-01 and 02 [Page BOQ-97 and 66], which is indicated with m2, not linear meter. Please clarify the unit.		***117 (1) Sheet pile unit is SQM***

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83	CP N-03	Vol 1A, Section 4A, BOQ	BOQ-14	Item 108(1)b, PCC Pavement(Unreinforced) t=200mm	Please confirm that the quantity indicated with "148,547 sqm" is correct.		*108(1)b has been revised and has been issued under GBB No. 8.*
84	CP N-01	Vol.1 Sec.3	EQC 15	1.5.5. Multiple Contracts	Bidders may bid for a single Package only, or for any combination of Packages. If a bidder submits bids for 3 packages and the Procuring Entity's evaluation yielded results that the bidder has met the aggregated requirements (i.e. average annual construction turnover) for only 2 packages, will all the bidder's bids be disqualified? Will a bidder be allowed to submit bids for three (3) packages but can only be potentially awarded with two (2) if the bidder doesn't meet the aggregated requirements?		*No, all bids will not be disqualified. Furthermore, please refer to EQC 1.4.1.2. and EQC 1.5.5.*
85	CP N-01	Vol. 1 Sec.1 & Sec.2	ITB 12 & BDS 3	19. Bid Securing Declaration & BDS ITB 19.1 Preparation of Bids	19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS. & BDS ITB 19.1 The Bidder shall furnish a bid security in the amount of US Dollars Twelve Million (US$ 12,000,000.00). If the Security is in the form of a cashier's or certified check, it shall be made payable to "PROCUREMENT SERVICE" This is to confirm that a bidder is allowed to submit a Bid Securing Declaration (using the appropriate supplied form) in lieu of the Bid Security requirement in the ITB & BDS.		*BDS ITB19.1 clearly states that a Bid Security of US$12 million is required.* *Bid Securing Declaration is not required.*
86	CP N-01	Vol.2 Sec.6	ER 44	Checklist of Submittals to Accompany the Bid #4	Copy of receipt confirming payment for Bidding Documents (IFB 7) For a JV, will all members of the JV be required to purchase the bidding documents and include copies of their respective receipts in the bid that will be submitted by the JV?		*No need to include copies of the receipt in the bid.*
87	CP N-01	Vol.1 Sec.3	EQC 22	2.4.2 Construction Experience in Key Activities	3. A similar contract (continuous road or railway) in similar climate (monsoon, wet & dry season) of minimum One Hundred Million US Dollars (US$ 100,000,000) As the requirement is very specific and the number of countries with similar climate is limited, will the Procuring Entity consider lowering the required minimum contract amount or make the contract non-similar to be able to allow more bids to be submitted and make the bidding exercise more competitive?		*This criterion will be deleted.*
88	CP N-01	Vol.1 Sec.3	EQC 22	2.4.2 Construction Experience in Key Activities	4. Viaduct works for Railway or Road (Expressway or Motorway) more than 5km in length including a minimum of 2km using P.C. match-cast segmental span by span techniques. As the requirement is very specific, will the Procuring Entity consider lowering the required technical experience to be able to allow more bids to be submitted and make the bidding exercise more competitive?		*The qualification has been previously amended through Bid Clarification Response and issued under previous GBB No. 9.*

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89	CP N-01	Vol.1 Sec.3	EQC 22	2.4.2 Construction Experience in Key Activities	3. A similar contract (continuous road or railway) in similar climate (monsoon, wet & dry season) of minimum One Hundred Million US Dollars (US$ 100,000,000) & Viaduct works for Railway or Road (Expressway or Motorway) more than 5km in length including a minimum of 2km using P.C. match-cast segmental span by span techniques. As an alternative to items #4 & #5 above, we humbly request that the Procuring Entity allow the submission of aggregated experiences of multiple projects to fulfill the requirements for Construction Experience in Key Activities (2.4.2) to allow more bids to be submitted and make the bidding exercise more competitive.		***Item # 3 will be deleted and # 4 has been amended under GBB No. 9.***
90	CP N-01 CP N-02	Vol.1 Sec.4	BF 19	Bidding Forms	"Other Financial Resources" We kindly request for clarification on the definition of "Other Financial Resources".		***"Other Financial Resources" has not been used as a defined term in the bidding documents, but it may be any document, other than those enumerated in Form Fin-3, showing the bidder's financial capacity to undertake the project.***
91	CP N-01 CP N-02	Vol. 1 Sec.1 & Sec.2 in relation to Sec. 4	ITB 12 & BDS 3 in relation to BF 7 & BF 19	BDS 19.1 & 19.2 Bid Security/Bid-Securing Declaration; BDS ITB 19.1 & 19.2 Preparation of Bids; Bidding Forms – Bid Securing Declaration; Bidding Forms – Form FIN-3	19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.; BDS ITB 19.1 The Bidder shall furnish a bid security in the amount of US Dollars Twelve Million (US$ 12,000,000.00). If the Security is in the form of a cashier's or certified check, it shall be made payable to "PROCUREMENT SERVICE"; 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.; BDS ITB 19.2 The ineligibility period will be not applicable; BF Bid Securing Declaration We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [insert number of years as indicated in ITB 19.2 of the BDS].; & BF Availability of Financial Resources #2 Credit Linea a To be substantiated by a letter from the bank issuing the line of credit. a) BDS 19.1 is silent on whether the Bidder may submit a Bid Securing Declaration in place of the Bid Security; while BDS 19.2 states that the ineligibility period will not be applicable, but is silent on the applicability of the Bid Securing Declaration. Kindly confirm whether the Bidder shall be allowed to submit a Bid Securing Declaration in place of a Bid Security, and if this is the case, kindly provide the template statement for the Bid Securing Declaration. b) Should it be that the Bidder must submit a Bid Security,kindly clarify that this may serve as the letter of credit required under Bidding Forms – Form FIN-3		***a) Not applicable. ITB 19.2 will be amended as "not applicable" and revised in the Bidding Documents issued under GBB NO. 9.*** ***b) No.***
92	General				The Bidder would like to ask the expected commencement date of the Project.		***Please refer to GCC 8.1.***

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93	CP N-01	Vol.1A Sec.4A BOQ	BOQ151	Schedule of Provisional Sum	3. The additional percentage payment, a sum of fifteen percent (15%) of the actual amount paid (or due to be paid) by the Contractor in respect to the works for the Provisional Sums items, to cover all the Contractor's indirect cost including, but not limited to, profit, overhead, staff, superintendence, foreman, clerical and office work, water, lighting, power. etc... As prescribed in the Sub-Clause 13.5 (b) (ii) [Provisional Sum] of the General Conditions (GC), it stated as follows: a sum of overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule... Given the above, the Bidder understands that this is in conflict with the provision of BOQ for the provisional. The Bidder would like to know which provision shall govern?		***" staff, superintendence, foreman, clerical and office work, water, lighting, power. etc.." are examples of site overhead charges hence there is no conflict between the two documents.***
94	CP N-01	Vol.3 Sec.8 PCC Part B- Specific Provisions	PCC 12	Commencement of Work	GCC 8.1 Subject Commencement of Work Description Delete sub- paragraph 8.1 (d) Pursuant to Sub-clause 16.2(c) of the GC "the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]).", the Bidder's understanding of this provision is that in the event of delayed payment of the Advance Payment which is beyond 42 days after the expiry of the time stated in Sub-Clause 14.7 of GC, the Contractor shall be entitled to terminate the Contract. Please confirm		***Please refer to General Conditions and Particular Conditions of the Contract.***
95	CP N-01	Volume 2, Part II-Requirements, Section 6, Part 1, TS 204 and TS 401		Bored Piles	Bored Pile length becomes shorter than the original issued drawings and become further away from the hard strata of the soil as per GBB6, the Bidder's understanding is far different from NSRC design concept in which it reached the hard strata of the soil. 1. In case the bored pile shall be extended its length beyond the length prescribed in the drawings as instructed by the Engineer or the drawings were revised by the Engineer after the Test Load result to obtain proper bearing capacity of pile, how it will be measured and paid? 2. In addition, does the Contractor have entitlement for the extension of time in the event suffered delays due to longer piles against the contract drawings without giving notice under Sub-Clause 20.1 of GC?		***Pile length shall be determined by the Engineer on receipt of Test Pile data and bore hole data. 1. Please note this is a remeasurement contract. Bored piles will be remasured in accordance with the actual built length. 2. Please refer to GC Clause 8.4(a).***

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96	CP N-01	Volume 2, Part II- Requirements, Section 6, Part 1, TS 204.2.7 Volume 2, Part II - Requirements, Section 6, Part 1, TS 401.2.6	TS200- 61 TS400-18	Test Piles	... The load test shall be conducted not less than 2.0 x times the design Service Limit State load or 1.0 x Seismic Load shown on the Drawing, as directed by the Engineer Please provide the amount of load (KN) to be used for the static load test for each bored pile.		*Please refer to the revised specification and drawings issued under GBB No.6 for the pile test requirement.* *Please note that only the test piles (not the working pile) are subject to static load test.*
97	CP N-01	Volume 2, Part II- Requirements, Section 6, Part 1, TS 204.2.7	TS200-77 and TS200-78	Test Pile	Please advise in which pay item the test piles will be included.		*Please refer to the revised specification and drawings issued under GBB No.6 for the pile test requirement, and refer to earlier Bid Clarification Response for the pay items of the pile testing.*
98	CP N-01	Volume 3, Section 8, PCC, Part A Contract Data	PCC7	Minimum amount of deductibles for insurance of the Employer's risks	Deductible per occurrence shall not exceed US Dollars One Hundred Fifty Thousand ($150,000.00). The Bidder would like to request to the Employer that the amount of deductible to adopt with appropriate deductible amount suggested by the reputable international Insurance Company since it is difficult to find a global reinsurance market to commercially accept the specified deductible amount.		*No.*
99	CP N-01	Volume 2, Part II- Requirements, Section 6, Part 1, TS 206.19.2	TS200- 160	Basis of Payment	... Payment of pay item ... shall be made as follows: 1) 60% of accepted unit rate of the pay item Shall be paid upon completion of the precast segmental box girder fabrication and approved by the Engineer. .. 2) Remaining 40% of accepted unit rate of the pay item shall be paid upon delivery to the Site, and erected of the precast segmental box girder and approved by the Engineer Please confirm the provision ofTS206.19.2 shall be used and applicable to the Contractor during its progress claim even the Sub-Clause 14.5 (b)(i) and 14.5 (c)(i) are not applicable		*Yes, it is confirmed.* *The TS 206.9.2 will be revised in the next Addendum.*
100	General				Bank Fees related to foreign currency under the Payment Claim by the Contractor The Bidder would like to confirm that the bank fees and charges entailed to the payments to be made to the Contractor shall be borne by the Employer?		*Bank fees are to be borne by the Contractor.*
101	General			Bid Bulletin No.5 Deadline for Submission of Bids	The Employer is kindly requested to extend the 'Deadline for Submission of Bids' by 2 months at least (i.e. Aug 10, 2019), in order for the bidder to sufficiently evaluate the bid documents including the changes provided by Addendum No.1 and missing information to be provided by future tender bulletins, and to submit more competitive proposal		*Kindly refer to GBB No. 10.*

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102		Volume 2 Section 6	DRW MCRP-DWG- VIA00-ST-0320	Temporary Works for Foundation Works	Pile Notes 1. The Contractor shall be deemed to have included all the cost and time required for the temporary works shall include but not limited to: D. ... Removal or relocation of anv obstruction (Man-made Materials or others) or services at the surface or below ground that obstruct the construction of the pile foundation and pilecaps We understand that all service utilities shall be removed and relocated by others in accordance with GS113, and the extent of demolition of Structures and/or Obstruction within ROW will be defined after Award during Mobilization Period in accordance with GS 133.2. However, the Pile Note for Temporary Works for Foundation Works seemingly describe that the cost and time for "Removal or relocation of any obstruction (Man-made Materials or others) or services" are under Contractor's responsibility. In order to avoid any mis- understanding, please delete "D. ...Removal or relocation of any obstruction (Man made ."Materials or others) or services at the surface or below ground that obstruct theconstruction of the pile foundation and pilecaps" from the Pile Notes in DRW MCRP-DWG-VIA00-ST-0320.		***It's not accepted to remove the Note D in the Pile Note.*** ***This note cover any other obstructions other than those utiltilites as specified under GS113.*** ***The Demolition of Structures and /or Obstuction has been covered under the Provisional Items.***
103	General	Volume 2, Section 6, Part I, TS100	TS100-29		Suitable Material – Material which is acceptable in accordance with the Contract and which can be compacted in the manner specified in this section. It can be common material or rock. Please let us know whether materials except unsuitable material are the suitable material		***Refer to previous responses to bid clarification requests.***
104	General	Volume 2, Section 6, Part I, TS200	TS200-33		201.4.2 Material Materials used for backfill for structure excavation other than pipe culvert shall conform to the requirements of TS 103. 201.4.3 Backfill for Structures Excavated areas around structures shall be backfilled with free draining granular material approved by the Engineer There is discrepancy in backfill materials between 201.4.2 and 201.4.3. Please clarify backfill material for structures except pipe culvert and storm drains, metal culverts and concrete culverts.		***Refer to previous responses to bid clarification requests.***
105	General	Vol. 2 Sec. 6 IB Technical Specifications 200	TS200-56	204.4.9/ Concrete Placement, Curing, and Protection	For piles less than 2.5m in diameter, the elapsed time from the beginning of concrete placement in the shaft to the completion of placement shall not exceed 2 hours. For piles 2.50m and greater in diameter, the concrete placing rate shall not be less than 9.0m of pile height per each 2-hour period. The concrete mix shall be of such design that the concrete remains in a workable plastic state throughout the 2-hour placement limit. The volume of piles is depending on the diameter and length of pile. If 1.5m in diameter has long length, the volume will be increased. Therefore, sometimes there will be limitations to place concrete within 2 hours. Please revise this sentence.		***Refer to previous responses to bid clarification requests.***

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106	General	Vol.3 Section 8 (PCC), Part A - Contract Data,	PCC 1-2	2.1 Time for access to the Site	As notified by the Employer but within 14 days after Commencement Date Employer is requested to delete it. This clause might be conflicting with clause 8.1. of General Conditions of Contract that requires effective access to and possession of the Site as a condition precedent to the Commencement of Works.		*Please refer to revised PCC under GBB No. 9.*
107	General	Vol.3 Section 8 (PCC), Part A - Contract Data,	PCC 3	13.8 Adjustment for Changes in Cost	The Contract Price shall be adjustable during Contract Execution Contract Execution is not defined under 1.1 “definitions” of clause General Conditions of Contract. Please define.		*PCC 13.8 is amended to "the price shall be adjustable".*
108	General	Vol.3 Section 8 (PCC), Part A - Contract Data,	PCC 4	15.2 Termination by Employer	Add new Subclause 15.2(g) as follows: “the Engineer gives two consecutive Notices to update the Program and accelerate the Works to ensure compliance with Subclause 8.2 [Time for Completion] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Engineer.” Employer is requested to clarify whether “demonstrate acceleration” means commencement of acceleration or completion of acceleration.		*Please see revised PCC clause under GBB No. 10. The word "accelerate" will be replaced by "mitigate."*
109	General	Vol.3 Section 8 (PCC), Part B – Specific Provisions	PCC 10	4.4 Subcontractors	At the end of Subclause 4.4, add the following: “Notwithstanding any consent to subcontract given by the Engineer, if in his opinion he considers it is necessary, he may revoke such consent and may instruct, with the prior approval of the Employer, the Contractor to remove such Subcontractor from the Site or off-Site place of manufacture or storage.” Employer is requested to clarify and define which specific case would be necessary ground for the Engineer to revoke his already given consent.		*It is subject to discretion of the Engineer whether the Subcontractor is not complying with the GCC or Specification, then the Engineer may consider revoking the approval.*
110	General	Vol.3 Section 8 (PCC), Part B – Specific Provisions	PCC 10	4.6 Cooperation	At the end of the first paragraph, add the following: “The Contractor shall cooperate with those parties to the extent required by the Contract or as instructed by the Engineer, but shall remain solely responsible for his own construction activities on the Site.” Employer is requested to revise as suggested. Contractor shall not be liable delay/cost caused by other contractor’s delay in co-operation.		*Please refer to the GCC.*
111	General	Vol.3 Section 8 (PCC), Part B – Specific Provisions	PCC 10	4.6 Cooperation	At the end of final Paragraph, add the following: “The Contractor shall obtain the information in respect of plinths, blockouts, holes, hooks, and other instruments required for the installation and testing of E&M system from CP NS-01 Contractor [E&M Systems and Track Works] to reflect in working / shop drawings which will be prepared by the Contractor.” Employer is requested to revise as suggested. Contractor shall not be liable to the delay/cost caused by failure of CP NS-01 contractor to provide information in due time.		*Please refer to GCC.*

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112	General	Vol.3 Section 8 (PCC), Part B – Specific Provisions	PCC 10	4.6 Cooperation	At the end of Subclause 4.12, add the following: "In addition to notice of any unforeseeable physical conditions, the Contractor shall provide the Engineer with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the Plant or Permanent Works, which were not considered in the Environmental Impact Statement, the Environmental Management Plan, or Resettlement Action Plan attached hereto as Annex-F, Annex-B, and Annex-E in Appendix 7 Environmental Management of General Specification." Employer is requested to revise as suggested. Contractor shall be entitled to recover additional cost or extension of time caused by unanticipated impacts		*Please refer to GCC.*
113	General	Vol.3 Section 8 (PCC), Part B – Specific Provisions	PCC 12	8.1 Commencement of Work	Delete sub-paragraph 8.1 (d) Employer is requested to clarify when the Advance Payment shall be made.		*Refer to the GCC.*
114	General	Vol.3 Section 8 (PCC), Part A - Contract Data,	PCC 2	4.2 Performance Security	The performance security will be in the form of an unconditional bank guarantee in the amount of ten percent (10%) of the Accepted Contract Amount and in the same currencies and proportion as the Accepted Contract Amount. Employer is requested to reduce the amount from 10% to 5% as per general international-funded project for bidder's competitive proposal.		*No amendment.*
115	General	Vol.3 Section 8 (PCC), Part A - Contract Data,	PCC 3	13.8 Maximum Amount of delay Damages	The maximum amount for cumulative delay damages for the Contract shall not exceed ten percent (10%) of the final Contract Price. Employer is requested to reduce the amount from 10% to 5% as per general international-funded project for bidder's competitive proposal.		*No amendment.*
116	General	Vol.2 Section 6, Part III B – Particular Specification	ER24	Project Programming B1.2	It is possible that some relatively minor areas may still temporarily be occupied at the time the Contractor is to take over the site, and with respect to the requirements of Clause 8.1 (c) of the GCC, the Bidder, having inspected both the Site and the Site Data made available to him, shall confirm within his Bid that the situation as it exists at the time will not prevent "Commencement of Works" in accordance with the programme that is submitted as a part of the Bid. Employer is requested to delete it. Bidder is not likely to confirm such conditions would not prevent "Commencement of Works".		*Please refer to GBB No. 10.*
117	General	Volume 3, Part III, Section 8 PCC	PCC1	GCC 1.6 Contract Agreement	From Bid Clarification Dated 29 March 2019 Item 68. Final Response The contract shall become effective once the Employer signs off a Letter of Acceptance to the successful bidder. Please refer to ITB 42.3 Employer is requested to confirm that the Contract shall be effective upon the date the Employer and the Contractor duly execute signing the Contract Agreement.		*Refer to previous response to bid clarification.*

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118	General	Volume 3 Section 8	PCC 2	6.5 Normal working hours	Engineers express approval to carry out such overtime at least five working days ahead of the planned overtime working In accordance the Employer's response of #71 issued on 29th March, please clarify whether or not it is correct understanding that the cost for the Engineer's overtime is born by the Employer		*It is correct provided such overtime has gained prior approval.*
119	General	Volume 2, Section 6, Part III, Supplementary Information	ER26	Project Programming	It is requested to specify the commencement date of the construction to be assumed in the programme, since the commencement date is expected to affect the programme significantly.		*Please refer to GCC 8.1.*
120		GBB 7 Annex A	5	Response No.24&27	(No.24) The Contractor will do initial boreholes as part of Geotechnical Investigatlon Works; He will submit revised geotechnical SPT>50 line and borehole logs and all necessary field and lab tests reports; Engineer will review and advise if pile lengths need to be Changed or NOT as soon as possible. (No.27) b) Based on these static load tests and the boreholes carried out at every pier (Geotechnical Investigation Works) the Engineer shall review the pile lengths and advise revised pile lengths if necessary. Please clarify how long time will be taken to confirm the length of pile investigation? And construction of pile must be started after finishing of pile load test?		*Refer to previous responses to bid clarification requests.*
121	CP N-02	Vol.2 Sec.6 Drawing Book_1_VIA09_ Add-1F-5A MAINTENAN CE ROAD			Access through ROW In the case that a temporary embankment is proposed in order to execute the Substrucutre at the sections mentioned above: CP-02: - 52+040 to 52+060 - 52+310 to 52+900 - 53+160 to 53+400 - 53+650 to 54+060 Please confirm if the Contractor is obliged to remove any required temporary embankment for the works and reinstate the area affected to its original state, or otherwise, leave the embankment in place.		*The Contractor is obliged to remove all his temprorary works unless otherwise agreed by the Engineer.*
122	General	Vol.3 Sec.8 PCC	PCC3	8.7 & 14.15(b) Delay damages for the Works	Five hundredths of a percent (0.05%) of the Accepted Contract Amount per day for the completion of the whole of Works and for delay in achieving each Key Date for the respective elements of the Works, in the currencies and proportions in which the Accepted Contract Amount is payable. Employer is requested to reduce the amount from 0.05% to 0.01% at least for delay in achieving Key Date for bidder's competitive proposal.		*No amendment.*
123	General	Vol.3 Sec.6 Supplementary Information	ER37	Part III G – Personnel Requirements	According to the Vol. 1.2.4.2 Construction Experience in Key Activities, "Similar Contract" is indicated as "continuous road or railway". Please make clear whether this can be also applied to Vol III Supplementary Information for "Similar Work" which not only includes experience in railway but also continuous road.		*Clause 1.2.4.2 Item 3 is deleted. Refer to GBB No. 10.*

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124	General	GBB No. 6 Date Posted on 29 March 2019 Revised Bidding Documents			The URL to the revised bidding documents can be found as provided by the client on this page: "http://www.dotr.gov.ph/component/k2/item/891malolos-clark-railway-project-for-packages-cp-n-01-cp-n02-and-cp-n-03-construction-of-civil-structures-viaductsbridges-and-five-stations.html" The link for "General Bid Bulletin Updates for Volume 1 & 3 of CP N-01, CP N-02 & CP N-03" and the link for "Volume 2 Revisions (Bid Addendum 1)" leads to the same location on Google Drive. Please confirm that all available changes made to Volume 1 & 3 are all reflected in the document called "CP N-03 Addendum-1 General Updates_Rev-29-Mar-2019", "CP N-02 Addendum-1 General Updates_Rev-29-Mar-2019" and "CP N-01 Addendum-1 General Updates_Rev-29Mar-2019" respectively.		***The bulletin reflect the latest change of the bidding documents up to the date of that bulletin. The bidder shall pay attention to the release of new bulletins.***
125	CP N-01	Vol1. Sec.3	242	Construction Experience	Requirement Criteria For evaluation and qualification criteria page EQC 22 criteria requirement 4 viaduct work for Railway ... . Is it possible to accumulate the length from several projects ? For Example : Project A is suitable for "4. Viaduct works for Railway of Road (Expressway or Motorway) more than 5 km ..." Project B is meet the requirement but in length need to be added by Project C to meet 2 km length "4. ... including a minimum of 2 km using P.C. match-cast segmental span by span techniques." is from Project B (1 km) + Project C (1km) in total 2 km.		***Not acceptable.***
126	General	Vol.1 Sec.4 bidding forms	6		Bid Security In term of overseas bidder out side Philiphines, wich document need to be consulted ? For Bid Security (Bank Guarantee) is it possible to use a bank from the origin country of the bidder ?		***a) Please refer to ITB 19.3.*** ***b) Yes.***
127	CP N-01 CP N-02 CP N-03	VOLUME 3 Part III – Conditions of Contract Section 8 The Particular Conditions of Contract (PCC)	PCC7	18.2(d)	The bidder considers that the proposed deductible of $150,000 for insurance of the Employer's risks 17.2(g) and 17.2(h) under Insurance for Works and Contractor's Equipment insurance may not represent value for money. Such a low deductible may reduce the number of markets with appetite to insure under these conditions and/or significantly increase insurance premiums. The bidder would like to understand if the Employer is amenable to increasing the deductible amount to obtain a better value for money solution.		***No.***

Public Bidding No.: 19-041-4
Malolos-Clark Railway Project for Packages CP N-01, CP N-02 & CP N-03; Construction of Civil Structures: Viaducts, Bridges and Five Stations

Bid Clarification Requests
General Bid Bulletin No. 11

No.	Packages	Volume & Section No.	Page No.	Clause No./Title	Clarification Request	Bidder's Proposed Revised Text (if any)	Final Response
128	CP N-01 CP N-02 CP N-03	Volume 3, Section 8 Part A – Contract Data Volume 2, Section 6III Supplementary Information Part IIIB – Particular Specification – Project Programming (3 of 4)	PCC 3 ER26~27	8.7 & 14.15(b) B3	"Five hundredths of a percent (0.05%) of the Accepted Contract Amount per day for the completion of the whole of Works and for delay in achieving each Key Date for the respective elements of the Works, in the currencies and proportions in which the Accepted Contract Amount is payable." Table "Schedule of Critical Dates" Compared to the similar projects in Philippines / other countries, Delay Damage is somewhat higher. Form the position of the Bidder, please amend Clause 8.7 & 14.15(b) of Part A - Contract Data, Volume III Section 8 as follows: "Five hundredths of a percent (0.05%) Twenty-five thousandths of a percent (0.025%) of the Accepted Contract Amount per day for delay in the completion of the whole of Works and for delay in achieving each Key Date for the respective elements of the Works, in the currencies and proportions in which the Accepted Contract Amount is payable." Otherwise, 1) Please replace "Five hundredths of a percent (0.05%)" with "Twenty-five thousandths of a percent (0.025%)" in Clause 8.7 & 14.15(b) of Part A - Contract Data, Volume III Section 8. 2) Please confirm that the delay damages of each Key Date shall be calculated as twenty-five thousandths of a percent (0.025%) of the value of the respective elements of the Works. Additionally, for this purpose, the value of each Key Date shall be agreed by the Parties before signing the Contract Agreement. For the avoidance of doubt, the value of the last Key Date is the difference of the value of the whole of the Works less that of all the other Key Dates. 3) Please add the following at the end of Clause 8.7 & 14.15(b) of Part A - Contract Data, Volume III Section 8: "Notwithstanding the foregoing, if the Contractor successfully achieves the Time for Completion for the whole of the Works on schedule, any delay damages associated with the Contractor's failure to achieve any Key Date for the respective elements of the Works shall be reimbursed to the Contractor."		***No amendments.***
129	CP N-01 CP N-02 CP N-03	Volume 1, Part I – Bidding Procedures	BF 8 Form EXP 1 and 2	Documents executed overseas	Where a bidder intends to submit a document to be executed overseas (Country of Origin) such as a Completion Certificate issued by a client to demonstrate construction experience, or an Affiliated Company Guarantee; can the Employer please confirm if notarisation and consularisation of the relevant document at the Philippine embassy of the Country of Origin is required?		***Not required.***