

Republic of the Philippines Department of Budget and Management PROCUREMENT SERVICE BIDS AND AWARDS COMMITTEE



General Bid Bulletin No. 322 May 2019

Public Bidding No. 19-105-8

METRO RAIL TRANSIT LINE 3 REHABILITATION PROJECT – PROCUREMENT OF SUPERVISION CONSULTANT

This General Bid Bulletin is issued to amend/clarify certain provisions in the Request for Proposal for the aforementioned project.

I. AMENDMENTS/INCLUSIONS

Please see Annex 1 for the amendments/inclusions in the Request for Proposal (RFP).

II. CLARIFICATIONS

Please see Annex 2 for the clarifications on the first letter received from the Japan International Consultants for Transportation Co., Ltd. (JIC).

All other related provisions in the RFP correspondingly affected by these amendments/inclusions/clarifications are likewise deemed amended to conform to this General Bid Bulletin.

Amendments/Inclusions/Clarifications made herein shall be considered an integral part of the RFP.

ENGR. JAIME M. NAVARRETE, JR. Chairperson, Bids and Awards Committee VIII



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AMENDMENTS/INCLUSIONS IN THE RFP

ITEM NO.	ORIGINAL	REVISED	
1	Section 5. Terms of Reference Chapter 10. Special Provisions	Section 5. Terms of Reference Chapter 10. Special Provisions	
	1. Training and Transfer of Knowledge	1. Training and Transfer of Knowledge	
	The Consultant shall prepare a comprehensive set of assessed training courses as required in order to meet the competency outcomes of Chapter 3 of the ToR for the Project Management Office (PMO) and the Employer.	The Consultant shall provide comprehensive training to the Project Management Office (PMO) and the Employer staff to enable them to have a high level general understanding of the Railway System and all the specialist railway sub-systems as they relate to the MRT3 System. The Consultant shall provide all of the suitable materials and qualified, competent instructors for this task.	
		a. Training and Knowledge Skills Transfer PlanThe Consultant shall prepare a Training and Knowledge/Skills Transfer Plan for submission to the Employer for review within 1 month of the start of the Consultant's engagement which shall include details of a structured training programme to give the Employer's staff a working a high level working knowledge of the MTR3 Railway System in aspects such as: i. Key elements and sub-systems ii. High level architecture of the Railway and each subsystem iii. General Function and Operation Principles iv. Interfaces with other systems and the civil / architectural infrastructure v. Common System faults and recovery measures	
		The Training and Knowledge Transfer Plan shall include an overview programme of training incorporating the following elements:	
		 i. Initial training to be completed during the 1st year of the rehabilitation process for up to 10 Employer's staffs or its nominees or as may otherwise be agreed between the Consultant and the Employer at various levels of seniority; ii. Repeat courses for refreshers and new starters for up to 5 Employer's Staffs or its nominees or as may otherwise be agreed between the Consultant and the Employer every 6 months during the rehabilitation progress; 	

- iii. A final course for up to 15 Employer's Staffs or its nominees or as may otherwise be agreed between the Consultant and the Employer in the last month of the rehabilitation process;
- iv. The Consultant shall organize international trainings at least once a year for three (3) years (2020, 2021, 2022), inclusive of all expenses (i.e. accommodation, travel fare, food and allowance, etc.), for 10 Employer's Staffs or its nominees or as may otherwise be agreed between the Consultant and the Employer. The international trainings of the first two (2) years must consist of five (5) calendar days and the third and last year must consist of ten (10) calendar days.

The Training and Knowledge Transfer Plan shall describe the separate training sessions that will make up the overall training including, but not be limited to, the following:

- i. schedule of training sessions;
- ii. objective, syllabus, format, class size and duration of each training module within the session;
- iii. list of training materials and documentation to be included with the training session;
- iv. method of pre- and post- testing to be utilised;
- v. qualifications and experience level necessary for each of the attendees specific to their general seniority;
- vi. instructor's qualifications; and
- vii. course evaluation methods.

In respect of ongoing competency building, the Training and Knowledge Transfer Plan shall also set out the intended outline of contents of a comprehensive set of training courses as required in order to meet the competency outcomes in Chapter 3 (see separate section below for details).

b. Training Sessions

As a guide only, it is expected that at least 2 working days will be needed to cover the topics identified. However, this does not generally include site visits and the proposed durations shall be included in the Training and Knowledge Transfer Plan which is subject to the acceptance of the Employer.

Persons to be trained shall be members of the Employer's staff or its nominees. The Consultant shall coordinate with the Employer and

agree on the prerequisites for the training such as entrant skill level, and the level of competence of trainees that shall be reached through the Knowledge Transfer process.

The training shall consist of any or all of the following as appropriate and identified in the agreed Training and Knowledge Transfer Plan:

- i. classroom (theory) training,
- ii. computer based interactive multimedia training (CBT),
- ii. simulators or training facility, and
- iv. site visits

If available and agreed with the Employer, the Consultant may use training rooms in the Employer's premises but shall coordinate with the Employer and arrange for suitable agreed alternative locations (reimbursable at the Employer's expense) should suitable training locations not be available.

c. Training Materials

The Consultant shall provide personnel fluent in the English language for the training and all training materials shall be in the English language. The Consultant shall provide all training material, including presentations, mock-ups, models, stationery and so on.

The Contractor shall provide such written or printed matter, functional equipment, samples, models, cutaway equipment, slides, films and other instructional materials as may be necessary for the training. Such equipment and material shall remain the property of the Employer at the end of the Consultant's engagement.

All training course notes and instructor's guides shall be submitted to the Employer for review one (01) months prior to the commencement of the first training of each stage (i.e. initial, and repeat and final) of training session of the course. The training materials for the repeat and final stages shall be updated according to any technological developments introduced to the MRT3 railway since the preceding stage.

All training course notes shall be in a form that allows for easy digital storage and hard / softcopy reproduction.

d. Testing and Assessment

The Contractor shall develop examination and certification procedures for trainees to verify their attendance and demonstrate understanding in the subjects trained. Assessment methods and procedures shall be included in the Training and Knowledge Transfer Plan submitted to the Employer for approval.

e. Training Records

The Consultant shall provide the following to the Employer at the completion of each training course:

- a consolidated training record listing the training course title, date of training, name of all trainees attending
- ii. training evaluation result and other relevant information; and
- iii. issue an appropriate certificate to each trainee who has successfully completed the course.

f. Employer's Continuing Training

At the end of the Training and Knowledge Transfer Programme, the Consultant shall provide training course and all necessary associated materials to the Employer sufficient for the Employer to continue courses for new starters and refreshers. These materials shall be up to date with information on the Railway System and sub-systems at the end of the Consultant's engagement.

In respect of the ongoing and general knowledge building, the Consultant shall prepare a comprehensive set of training courses as required in order to meet the competency outcomes of Chapter 3 of the ToR for the Project Management Office (PMO) and the Employer. This list shall be made available no later the 3 months and be updated as specified below until the end of the Consultant's engagement. In the documentation comprising the list, the consultant shall:

- i. Advise and recommend to the Employer suitable training courses in relation to the meeting the competency outcomes described in Chapter 3;
- ii. Advise and recommend to the Employer suitable training courses in relation to the meeting the future procurement activity outcomes described in Chapter 3;
- iii. Understand that the Employer wishes to benefit/from worldwide international experience and so shall not limit course recommendations to those available in the Philippines;

	9. Application of Building Information Modelling	9. Supervision Consultant Scope of Works for Implementation of an Asset Management System for the MRT3 Rehabilitation Project
2	Section 5. Terms of Reference Chapter 10. Special Provisions	Section 5. Terms of Reference Chapter 10. Special Provisions
		 i. Advise and recommend to the Employer technical visits to other worldwide O&M organizations; ii. Review the list of recommended visits on a yearly basis so that they remain relevant to the perceived needs of the Employer; iii. Indicate and discuss with the Employer the reasons for any visit recommendations and its benefits to the Employer. Recommendations shall also include the background knowledge and experience expected of potential attendees; iv. On behalf of the Employer, organize and make arrangements for Employer staff to visit the agreed O&M organizations. Note that visits shall assume places for [4] attendees.
		 ix. In relation to Clause (i), ensure that any recommended courses involve course assessment activities by the course provider with pass/fail criteria Knowledge of how other railways are operated and maintained is also of interest to the Employer. In this respect the consultant shall:
		the Employer the reasons for course recommendations and their benefits to the Employer. Recommendations shall also include the background knowledge and experience expected of potential attendees; vii. On behalf of the employer, organize and make arrangements for Employer staff to attend the recommended training courses (as selected by the Employer). Note that each course shall assume places for 10 attendees; viii. Ensure that any recommended courses would be given in English; and
		 iv. Review the list of recommended training courses on a yearly basis so that they remain relevant to the perceived needs of the Employer; v. Determine the cost of attending each recommended course. Note that the cost be shall be inclusive of all expenses (i.e. accommodation, travel fare, food and allowance, etc.); vi. Pursuant to Clauses (i) and (ii), shall indicate and detians and

- a) The as-built condition of the entire MRT3 Line, its tracks, stations, depot, offices, cars, including any changes to the current condition of the MRT3 Line as a result of the MRT3 Rehabilitation Project, should be incorporated, harmonized, and certified accurate in BIM format prior to submission to the Employer;
- b) Develop/Formulate (and update) a BIM Execution Plan to facilitate the management of information in the project, and will be used by the Project Team and contractors in collaborating designs, models, and other data within the project;
- c) Certify accuracy and quality of the models of the BIM as-built ensuring the Level of Development (LOD 500) set in the contract is met;
- d) Provide IT infrastructure, training, orientation, and manuals for the employees of Asset Management on the use of the as-built BIM model for the purposes of Operations and Maintenance

The Consultant's duties shall include overseeing the introduction of an Asset Management System comprising the following stages:

- a. Determine Scope of the Asset Management System (AMS) to be implemented;
- b. Determine the Asset Management Policy, Strategy and Framework to be adopted for MRT3;
- c. Determine the most appropriate method of implementation of the AMS:
- d. Prepare the Tender Documentation for the implementation Contract(s);
- e. Supervise the implementation of the Asset Maintenance System both the installation of hardware and development of the procedures to use with it;
- f. Handover the running of the AMS to the O&M Operator;
- g. Plan, develop and establish a department within MRT3 for the implementation of the AMS and support the hiring of the key personnel of this department.

All of the above items require Stakeholder engagement and management of the interfaces which should be the scope of the Consultant. Each of the stages above are described in further detail below, including who are the main parties to be coordinated by the Consultant.

a. Determine Scope of the Asset Management System to be implemented

This requires to be discussed with, and agreed by, the owner (DOTr) and the current O&M Operator. Typical headings that should be developed in more detail by the Consultant are:

- Ground areas.
- ii. Rails, sleepers, fittings, ballast, points & crossings etc.
- iii. Level Crossings (if installed).
- Infrastructure, stations, viaducts, substations and other ancillary buildings, bridges, tunnels, pathways, fencing, roadways and other access, depot buildings and facilities. This includes all associated building services (M&E) installations. Note lifts and escalators are a particular area to be reviewed as this can have a significant effect on operational effectiveness and passenger satisfaction with the railway.

- v. Signalling and Telecommunications installations at stations, ancillary buildings, depots and stabling facilities, lineside; including SCADA and other associated.
- vi. Rolling Stock including trainborne Signalling and Telecommunication installations.
- vii. Incoming power, auxiliary and traction distribution; includes equipment and the support structures at the lineside (Overhead Catenary System) as well as transformers, switchgear, isolators etc. in dedicated buildings, stations and depots / maintenance facilities.
- viii. Other Railways Sub-Systems such as Platform Screen Doors / edge Gates, AFC, Passenger Information if not included in the categories above.
- Determine the Policy, Strategy and Framework to be adopted for MRT3

The Asset Management Policy will principally be developed in conjunction with the Owner (DOTr) but will require input from the current O&M Operator, the Rehabilitation Contractor and possibly a dedicated Asset Management Consultant if this is felt necessary to augment the Consultant's expertise. It will identify the core principles of the Asset Management System such as the primary goals e.g. minimise whole life costs, sustainability, environmental issues and how the AMS will be implemented. The latter includes the method of procuring the AMS itself and should be considered in conjunction with the ongoing arrangements for maintenance such as outsourcing, and the KPIs / Service Performance Requirements for the existing railway\ (and any improvements that can be obtained by implementing the AMS).

The Strategy will build upon the Policy and will identify how, by whom, and the programme for the procurement of the AMS infrastructure and the development of the associated procedures to operate it. As such, again the DOTr must be heavily engaged with input from the current O&M Operator, the Rehabilitation Contractor and any dedicated Asset Management Consultant that has been appointed (in which case it would be expected for this Consultant to lead the Strategy drafting process.) During this period, the Consultant shall undertake a technology survey and include the finding an appendix in the Strategy document. The purpose of the survey is to determine the latest technology, trends and best practice of the available hardware, software and tools available in

the industry and to benchmark the proposals in the Strategy to global rail industry against best international practice.

The Framework will then be set out in a document prepared by the Consultant (or supporting Consultant to:

- Record the decisions made in discussions on the Strategy including the means of implementation.
- ii. Identify any other associated decisions or activities such as life-cycle costing, tools, competencies/training required and business processes.
- iii. Identify the review process i.e. how the performance of the AMS will be monitored against targets set in line with the objectives set out in the Asset Management Policy. Approval / Agreement of the Policy, Strategy and Framework will be sought from the Owner (DOTr), current O&M Operator and the Rehabilitation Contractor before proceeding to the implementation phase.
- Determine the most appropriate method of implementation of the AMS

The Consultant will prepare an Implementation Plan identifying how the decisions recorded in the Strategy as to how, by whom, and the programme will be achieved. This will include:

- i. The identification of the resources required to prepare any Tender Documentation and processes to Contract award as well as supervising these Contracts.
- ii. Any augmentation of the resources of the current O&M Operator required to provide input on the current inspection, maintenance and renewal practices (and any improvements that should be implemented and to develop the procedures for the new AMS).
- iii. The involvement required from the Rehabilitation Contractor regarding recommendations on the inspection, maintenance and renewal practices.

During this period, the Consultant shall undertake a market sounding to ensure that the requirements and timescales included in the Implementation Plan are feasible under the market conditions at the time. The Implementation Pan will be agreed with the Owner

(DOTr) before dissemination to the current O&M Operator and the Rehabilitation Contractor for their action.

d. Prepare the Tender Documents for the Implementation Contract

The Consultant will prepare the Tender Documents incorporating the Asset Management Policy, Strategy and Framework to be adopted for MRT3 and manage the Bidding Process up to award of the Contract. The Tender Documents shall include the interfaces with all necessary parties, particularly the Rehabilitation Contractor and the current O&M Operator as per the scope assigned as part of the Implementation Plan. In addition, the management of the tender process will include and Pre-Bid Conferences, answering of Tender questions and recommendation of preferred bidder using a review process to be determined with the Owner (DOTr).

The requirements for the Tender Document shall include training on the Operation and Maintenance of the AMS. The Consultant shall arrange the interface between the AMS provider, Rehabilitation Contractor and current O&M Operator such that the AMS provider can develop training of the O&M Operators Trainers and a defined number of staff (enough to initially operate the system) using the AMS according to the specific MRT3 procedures to be implemented. The Consultant shall manage the Rehabilitation Contractor and current O&M Operator to provide the necessary inputs into the training documentation to allow the AMS provider to prepare all documents.

e. Supervision of the implementation of the Asset Management System

Following award, the Consultant shall supervise all aspects of the works of the Asset Maintenance Contractor according to the scope defined in the Implementation Plan and include in the tender documentation. The Consultant shall also supervise any scope of works assigned to the Rehabilitation Contractor and the current O&M Operator including the interface / coordination between these parties and any other parties involved in the AMS implementation.

This shall include regular reviews of the hardware design, installation testing and commissioning.

	I. Form of Contract II. General Conditions of Contract III. Special Conditions of Contract IV. Appendices	I. Form of Contract II. General Conditions of Contract III. Special Conditions of Contract IV. Appendices
3	Section 6. Annex I: Time-Based Contract Table of Contents	Section 6. Annex I: Time-Based Contract Table of Contents
		The Consultant shall prescribe job descriptions and qualification requirements and shall assist in hiring and selection of Asset Management Expert and competent personnel who will be in charge of AMS during O&M.
		The Consultant shall assist in coordination with the Project Management Office to establish a department for the AMS after it has been successfully installed and introduced as part of the O&M.
		g. Plan, develop and establish a department within MRT3 for the implementation of the AMS and support the hiring of the key personnel of this department
		The Consultant shall audit the training process and provide certification of substantial completion when satisfied that the AMS has been successfully installed and the training has been adequately completed. At this point, the AMS will be fully introduced as part of the O&M regime and the Consultant shall monitor the performance and manage the interfaces should any problems arise for a minimum of 6 months.
		f. Handover the running of the Asset Management System to the O&M Operator
		and completed as per the overall schedule. The Consultant shall also direct the parties on any developments that arise due to changes or difficulties that arise during the various disciplines of the implementation ensuring that the principles and targets identified in the Asset Management Strategy. The Consultant shall keep the Owner (DOTr) informed at all times and obtain agreement when any changes that affect the original decisions made or objectives identified during the Policy, Framework and Strategy exercise.
		The Consultant shall also supervise the development of the procedures by the current O&M Operator and any works by the Rehabilitation Contractor to ensure that the tasks are developed

	Appendix A – Description of Services	Appendix A – Description of Services
4	Section 6. Annex I: Time-Based Contract I. Form of Contract	Section 6. Annex I: Time-Based Contract I. Form of Contract
	1.(d) The following Appendices: Appendix A: Description of Services Appendix B: Reporting Requirements Appendix I: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loan	Appendix A: Description of Services Appendix B: Reporting Requirements Appendix I: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loan Appendix J*: Declaration as to Eligibility of the Consulting Form * Note: Addition of Appendix J to the Table of Contents in reference to the Section 6. Annex I. Appendices

1.2

1st REQUEST FOR CLARIFICATIONS AND/OR SUGGESTIONS¹ OF JIC ON THE RFP

ITEM	SECTION NO. –			DOT- DECENIOE
NO.	TITLE	PARAGRAPH REFERENCE	CLARIFICATION/SUGGESTION	DOTr RESPONSE
1	Section 5. Terms of Reference	Page TOR-1 Chapter 1. Definition of Terms "RMA"	JIC would like the Rehabilitation and Maintenance Agreement (RMA) between the Employer and the Appointed Contractor, together with the detailed specifications of rehabilitation and maintenance to be delivered by the Contractor.	Please refer to Annex 1 Item No. 1 of the General Bid Bulletin No. 2 to access the requested file.
2	Section 5. Terms of Reference	Page TOR-2 Regarding Outline of the Project, Expected project completion is "December 2021."	It is described that duration of consulting services will be 45 months on TOR-7. Both description seem[s] contradict[ing]. Please clarify.	Please refer to the Pre-Proposal Conference Minutes of the Meeting. This can be accessed through the BAC Secretariat.
3	Section 5. Terms of Reference	Page TOR-2 Chapter 3. Required Outcomes of the Consulting Services	JIC understands that there are trainsets provided by a manufacturer in China for MRT Line 3. JIC would like to clarify whether or not this consulting service contains any consulting works related to the trainsets provided by the manufacturer in China throughout the period of the consulting service.	BAC VIII will issue another Bid Bulletin for this purpose.
4	Section 5. Terms of Reference	Page TOR-5 Chapter 5. Scope of Consulting Services (1) Planning and Construction supervision – (y)	JIC would like to clarify whether the 'defect liability period' is for the RMA contract or for this Consulting contract.	The Defect Liability Period (DLP) is for the RMA Contract. The DLP shall also refer to the Train Availability Warranty of the RMA. The Train Availability Warranty shall be started from the Rehabilitation Completion, which means Regular Revenue Maintenance period is started from the same day of the Rehabilitation Completion.
			How long is the period of the 'defect liability period'?	Please refer to Section 11.1 and Section 2.2(a) of the RMA for the length of this period.
			What is the consultant expected to inspect in this consulting contract?	Please refer to Section 11.1 of the RMA.

 $^{^{\}rm 1}$ Letter of JIC received through e-mail last 14 May 2019 at 12:02 PM.

ITEM NO.	SECTION NO. – TITLE	PARAGRAPH REFERENCE	CLARIFICATION/SUGGESTION	DOTr RESPONSE
5	Section 5. Terms of Reference	Page TOR-6 (3) Knowledge and Technology transfer and building in-house Capability	JIC understands that the appointed Contractor is to provide its knowledge and technology transfer throughout the execution of the RMA, as stated in Page TOR-3. JIC would like to clarify what knowledge and technology the Consultant is required to transfer. It would be appreciated if you could specify them as detail[ed] as possible.	Please refer to Annex 1 Item No. 1 of the General Bid Bulletin No. 3 for the full details of Section 5. Chapter 10.1 (Training and Transfer of Knowledge).
6	Section 5. Terms of Reference	Page TOR-6 (4) (b) & (c) existing Operation and Maintenance (O&M) Manuals and Specifications	JIC would like to clarify what the existing O&M Manuals and Specifications stand for.	For the materials or information related to O&M Manuals and Specifications, please coordinate with Director Michael J. Capati of the Department of Transportation through the contact details specified in Item No. 3 of the General Bid Bulletin No. 2.
7	Section 5. Terms of Reference	Page TOR-6 (4) (b) & (c) existing Operation and Maintenance (O&M) Manuals and Specifications	JIC understands that the Appointed Contractor is required to deliver new O&M Manuals and Specifications according to the RMA. JIC would like to clarify the difference between the existing O&M Manuals and Specifications and those by the Appointed Contractor.	Existing O&M Manuals means the existing Operations and Maintenance Manual being used by DOTr-MRT3. A copy of the said manuals may be secured through the Office of the Operations Director of DOTr-MRT3. Please coordinate with Director Michael J. Capati of the Department of Transportation through the contact details specified in Item No. 3 of the General Bid Bulletin No. 2.
8	Section 5. Terms of Reference	Page TOR-6 (5) DRACAS system	JIC would like to clarify what fields of data the DRACAS monitor; i.e. rolling stock, signaling, track, and/or others.	The DRACAS shall consider all works and aspects relative to the rehabilitation and maintenance of the MRT-3.
9	Section 5. Terms of Reference	Page TOR-6 (5) DRACAS system	JIC would like to clarify which party is to procure the DRACAS system. The Employer, or the Contractor, or the Consultant?	The Consultant shall procure the DRACAS system.
10	Section 5. Terms of Reference	Page TOR-11 IE2 "Railway Operation Expert"	JIC would like to clarify whether the "railway operations" means train operation in the tasks of this expert.	BAC VIII will issue another Bid Bulletin for this purpose.

ITEM NO.	SECTION NO. – TITLE	PARAGRAPH REFERENCE	CLARIFICATION/SUGGESTION	DOTr RESPONSE
11	Section 5. Terms of Reference	Page TOR-11 IE2 "Railway Operation Expert"	JIC would like to clarify what field of experts of the Contractor will be the counterpart of IE2 Railway Operation Expert by the Consultant.	BAC VIII will issue another Bid Bulletin for this purpose.
12	Section 5. Terms of Reference	Page TOR-11 IE2 "Railway Operation Expert"	JIC understands that this project is the rehabilitation and maintenance for the existing rolling stock and infrastructure. In this regard, JIC would like to clarify what types of tasks are expected to deliver in terms of operation. It would be appreciated if you could specify the job description of this expert in detail.	BAC VIII will issue another Bid Bulletin for this purpose.
13	Section 5. Terms of Reference	Page TOR-17,18 Regarding the judgement of the completions of each service before submitting Project completion and Closeout reports.	Although it is said that each of Project Completion and Close-out Report should be submitted after the completion of the services, JIC would like to clarify how the services are approved as they completed.	The Consultant shall inspect, check, review, and make recommendations to the Employer on the adequacy of the Contractor's works as set forth in the RMA prior to the approval of the Employer.
14		1st Request for Clarifications and/or Suggestion on RFP, No. 4 "DRACAS system needs to be set up newly by the Consultant."	JIC would like to clarify what the Consultant set up for the DRACAS system. JIC would like to clarify the details of the Consultant's tasks and responsibilities.	The procurement, setting-up and operations of DRACAS is part of the scope of the Supervision Consultant.

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