



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



General Bid Bulletin No. 9
December 05, 2017

Invitation for Bid No. 17-065-3

***Expansion of the Existing Depot at Baclaran and
Construction of a New Satellite Depot at Zapote for
Light Rail Transit (LRT) Line 1-South (Cavite) Extension Project***

Issued to revise, amend and/or clarify certain provisions in the Bidding Documents issued for this project.

A. CLARIFICATION

REFERENCE	BASES FOR CLARIFICATION/AMENDMENT/ INCLUSION
<u>CLARIFICATIONS IN THE BIDDING DOCUMENTS FROM PROSPECTIVE BIDDERS</u>	Please refer to the attached ANNEX "A-6" of this General Bid Bulletin for details.

All other portions of the Bidding Documents affected by these revisions, amendments and/or clarifications shall be made to conform to the same.

Revisions/amendments/clarifications made herein shall be considered an integral part of the Bidding Documents.

For the Bids and Awards Committee III


ENGR. EDWARD R. SADDI
Chairperson

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Light Rail Transit (LRT) Line 1-South (Cavite) Extension Project*
Tel/Fax 561-7025 & 561-6098

A. CLARIFICATION/AMENDMENT/INCLUSION

ANNEX "A-6"

No.	Section No.	Page No.	Clause No. / Title	Clarification Request	Response
1	VIII		<p>The Contract Price</p> <p>Particular Condition B</p>	<p><u>Outstanding from GBB No. 8 Item No. 3:</u></p> <p>14.1 This provision uses the phrase "the Japanese Companies operating as suppliers and contractors with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project." As for the Japanese Companies, we believe both not only the Contractor but also the Subcontractor and suppliers should be also applied for exemption. Specifically, we understand that the Subcontractor and suppliers which belong to either Philippine branch of Japanese companies or Japanese-affiliated overseas subsidiaries should be applied for exemption. Please let us know if our understanding is correct.</p> <p>14.1.2 The second paragraph of this provision stated "The Contractor's equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of the executing the Contract shall be exempted from the payment of the import duties and taxes upon importation." We believe this provision shall be also applied to the Subcontractor and suppliers which</p>	<p>Yes bidder's understanding is correct. However, the Subcontractor and suppliers shall engage in implementation of the Project and import/re-export with the Consignor name as the Japanese Prime Contractor, or in the case of a JV the lead partner. In both cases the Consignor shall not be in the name of the Subcontractor or supplier (including Japanese Philippine Branch or affiliated overseas subsidiaries).</p> <p>If the equipment will be imported/re-exported: 1) It shall be i) FOR THE PROJECT, ii) the Consignee shall be DOTr, and iii) the Consignor shall be the Japanese Prime Contractor or JV</p>

			<p>belong to either Philippine branch of Japanese companies or Japanese-affiliated overseas subsidiaries. Please let us know if our understanding is correct.</p> <p>Also, there is difference in explanation with regard to items applied for exemption from all duties and related fiscal charges imposed between provision 14.1 and 14.1.2. We would like to make clear about the items to be exempted from the all duties and related fiscal charges. If we follow what's said in 14.1 about equipment exemption shall be applied to the imported equipment WITH re-exportation. If we follow what's said in 14.1.2 about equipment, exemption shall be applied to all the imported equipment WITHOUT re-exportation.</p> <p>Please make clear about the items to be exempted from the tax duties in Philippines.</p>	<p>lead partner, not the Subcontractor.</p> <p>2) The government will assume the payment of the duties and taxes. This will be settled through government agency to government agency.</p> <p>A. If the equipment will be imported FOR THE PROJECT and will be retained here in the Philippines FOR THE PROJECT, then the government will assume the payment of duties and taxes. This will be settled through government agency to government agency.</p> <p>B. If the equipment will be imported FOR THE PROJECT, will be retained here in the Philippines after the PROJECT, but THE OWNERSHIP IS RETAINED BY THE CONTRACTOR OR THRU A SUB CONTRACTOR, then the Contractor shall settle this with Customs. This procedure is</p>
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					<p>already within the jurisdiction of the Bureau of Customs.</p> <p>Further note: Item 14.1.1. pertains to all duties and related fiscal charges imposed by the Republic of the Philippines on Japanese companies that will be ASSUMED by the Government of the Philippines through its executing agency.</p> <p>Item 14.1.2. pertains to all duties and related fiscal charges imposed by the Republic of the Philippines on Japanese companies that will be LIQUIDATED by the Government of the Philippines through its executing agency.</p>
2	VI-2		<p>Technical Requirements / Technical Specification/ D. Building E&M Works</p>	<p>GBB No. 2 Item No. 8 reply states that telephone service terminals are to be provided.</p> <p>Technical specification also states that the following items are excluded from our scope of work which includes item e) Telecommunications (see Page-TS-166).</p>	<p>The meaning of Telecommunications is Telecommunication System of Rolling Stock.</p> <p>Telecommunication System of Rolling Stock is EPC Contractors scope, but the telephone system in Baclaran Expansion Depot, LRTA Administration Building and Zapote</p>

				<p>Note:</p> <p>The following works are excluded from this scope of E&M Building services and it is expected that it will be provided by EPC:</p> <ul style="list-style-type: none"> a) HV/MV Supply Power; b) Facility Supervisory Control and Data Acquisition (SCADA) System; c) All Track Work; d) All Signalling; e) Telecommunications; f) Automatic Fare Collection; g) 750 VDC Traction Power, and interlocking's (access to work area on roof top); and h) Overhead Catenary System <p>Please clarify the telecommunications scope of work that is included in Depot Contractor scope of work and/or demarcation of works between EPC contractor and Depot contractor.</p>	Satellite Depot is included in Depot Contractor's scope.
3			GBB No. 6 Item No. 5	<p>Supply of transformers is by EPC contractor.</p> <p>May we know the specification of the transformer that is to be provided by the EPC contractor for both Baclaran & Zapote Depots such as the capacity of transformer (kVA), Voltage (Primary/Secondary), Frequency, etc.</p>	Preliminary Specification of Transformer from EPC Contractor is 1000KVA, 34.5KV/ 480VAC, 60Hz
4			Substation Trench Detail/Layout	For the Zapote Substation, you have provided equipment layout with trench details.	Please refer to the attached preliminary drawing "Equipment

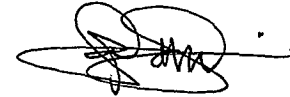
				However, for Baclaran Depot, only equipment layout was provided. Thus, please provide trench details/layout on Baclaran Depot as well.	layout Diagram for TPS Baclaran Depot" for your reference.
5			GBB No. 8 Item No.2	<p>With reference to your response in Item No.2 of GBB No.8, we understand that the Contractor shall bill and the Employer shall pay VAT in the amount of 12% of the whole Local Amount of the Contract Price without regard to the VAT paid or payable by the Contractor for the Execution of the Project. Please Let us know if our understanding is correct.</p> <p>Also, please confirm that the Employer shall indemnify the Contractor from any challenge by the tax authority for not collecting from the Employer output VAT on the Foreign Amount of the Contract Price.</p>	<p>The Contractor shall bill and the Employer shall pay VAT in the amount of 12% that is due to be paid on the Schedule of Payment Local Amount billed.</p> <p>Both the Employer and Contractor shall act in accordance with RMC 8-2017.</p> <p>The Contractor shall be responsible to file the VAT Returns and Receipts with the BIR, to claim the Input Taxes, and to pay Output tax/VAT (for the non-imported portions).</p>
6			BDS ITB 20.3(a) Form Schedule of Adjustment Data	<p>Regarding the requirement of BDS ITB 20.3(a), it is stated that <i>"the Bid Price shall be adjusted based on the Consumer Price Index of the Philippines (all items) published by the Philippine Statistics Authority (PSA)."</i></p> <p>For Construction Materials can we refer to Construction Materials Wholesale Price Index (CMWPI) in NCR as published by PSA?</p>	No, the Bidder shall follow BDS ITB 20.3(a).

				Please see attached document.	
7			Section 5.2 Driven Piles of the Technical Specifications (Part 2- VI-2-2)	The number of test piles and frequency of test are not specified in the specification. Please provide testing requirements for Pile Dynamic Test (PDA and/or PIT), Axial Compression Load Test, and Static Load Test. Estimated number of piles = 3,000 (13m -18m long)	This is Design and Build Bidding, Bidder may propose appropriate pile test kind, number and frequency based on the international standard for the Engineer's Evaluation and Approval.
8			Attachment-1 to Part A Contract Data of Particular Conditions of Contract – Schedule of Key Dates and Delayed Damages Table: Summary of Sections Item No. 3	It is stated that the " <i>Completion of procurement and installation of Depot Maintenance Equipment associated with Baclaran Expansion and Zapote satellite Depot damage of delay is 0.02% of the Contract price per day.</i> " May we understand that this delay damages of 0.02% of the Contract price per day upon handing over part of the Works shall be reduced and only based on the Balance Amount of Work. Please confirm.	No, the Bidder's understanding is not correct. Delay damages are calculated as the percentage of the Contract Price (refer to GC Sub-Clause 14.1) per day, thus, the delay damages are calculated on the final Contract Price, not on the balance amount of Work.

9			<p>Evaluation Criteria 1.1.1 Personnel</p>	<p>"With the exception of the Project Manager, the above personnel may be from Specialist Subcontractors."</p> <p>We assume , provision under sentence "<i>With the exception of the Project Manager, the above personnel may be from Specialist Subcontractors</i>" may imply that required Key Personnel, other than Project manager shall be nominated from Bidder or Bidder's Specialist Subcontractor.</p> <p>In order to nominate/assign capable key personnel as much as possible, we would like to ask your consideration to delete this provision and allow Bidder to nominate such Key Personnel from any source.</p>	<p>Yes, with the exception of the Project Manager who is to be the 'Contractor's Representative' under GC Sub-Clause 4.3, all other Key Personnel shall be nominated from either the Bidder's or the Bidder's Specialist Subcontractors.</p> <p>No, this provision shall not be deleted. Bidder can nominate Key Personnel from any Source. However, these Key Personnel shall be engaged in the project and belong to the Prime Contractor, JV member or the Specialist Subcontractors from the commencement and during the Project implementation.</p>
ADDITIONAL INSTRUCTIONS					
			<p>PC Attachment 1 Part A Contract Data Summary of Sections, Time for Completion</p>	<p>Depot Maintenance Equipment</p>	<p>Bidders are to provide the request for extension on the Equipment Delivery with the following details:</p> <p>1.) List of Equipment;</p>

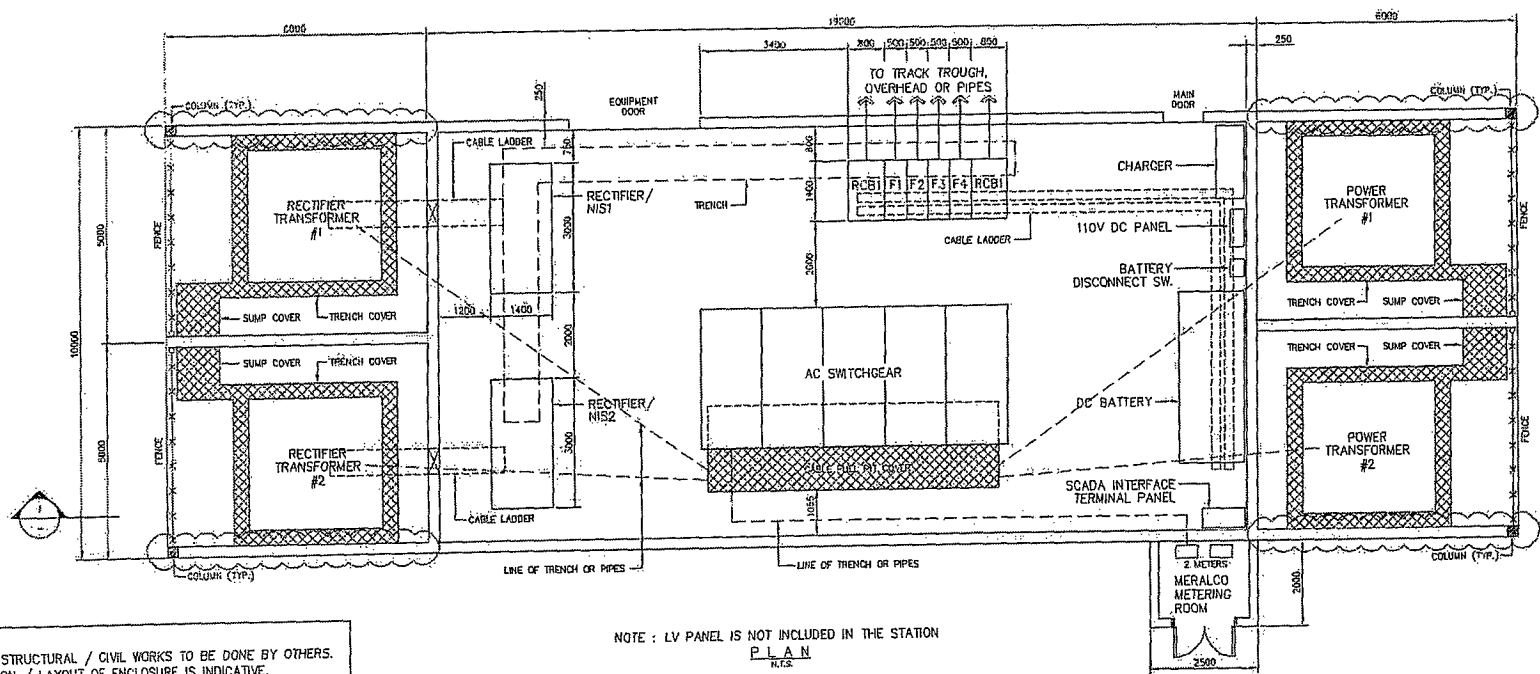
			(Sub Clause 1.1.3.3)		<p>2.) Justification for the Extension of Delivery; and</p> <p>3.) Timeline for the Design, Manufacturing and Delivery (including Testing, Training and Commissioning) per Equipment.</p> <p>This is to enable the BAC to evaluate the request accordingly.</p>
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For the Bids and Awards Committee III



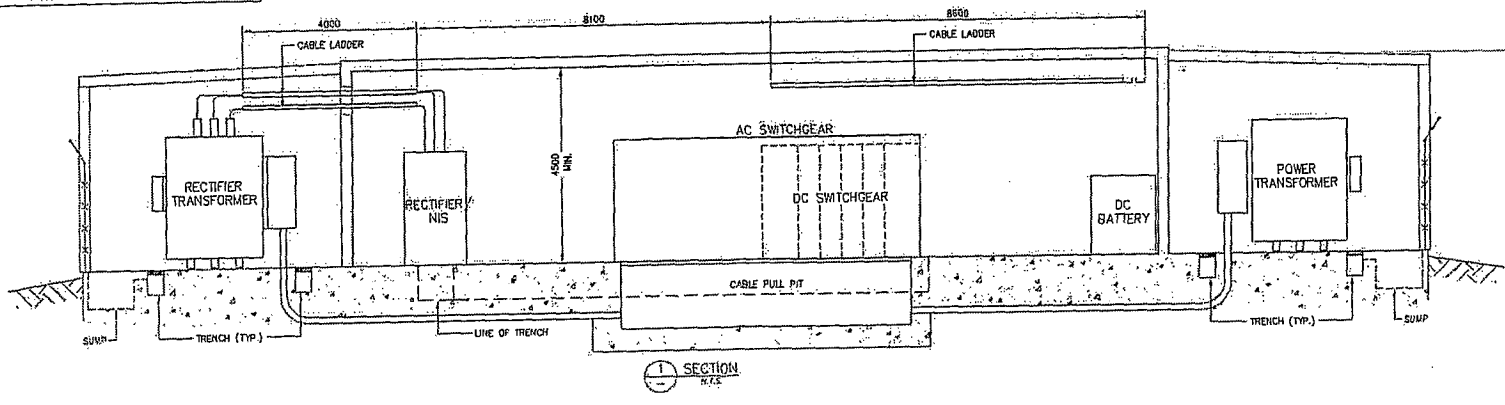
ENGR. EDWARD R. SADDI

Chairperson




NOTES :
 1. ALL STRUCTURAL / CIVIL WORKS TO BE DONE BY OTHERS.
 2. DESIGN / LAYOUT OF ENCLOSURE IS INDICATIVE.

NOTE : LV PANEL IS NOT INCLUDED IN THE STATION
 PLAN
 N.T.S.



Chief Contractor



ALSTOM

BOUYGUES - ALSTOM EPC Consortium

PROJECT: Manila LRT1 Cavite Extension
 TITLE: EQUIPMENT LAYOUT DIAGRAM FOR TPS BACLARAN DEPOT

