



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



General Bid Bulletin No. 12
December 20, 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-9" 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

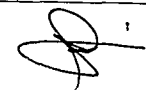
ENGR. EDWARD R. SADDI
Chairperson

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Invitation for Bid No. 17-065-3
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Light Rail Transit (LRT) Line 1-South (Cavite) Extension Project*

A. CLARIFICATION/AMENDMENT/INCLUSION

ANNEX "A-9"

No.	Section No.	Page No.	Clause No. / Title	Clarification Request	Response
1	VIII GBB No. 09	PC-4 8	Summary of Sections Depot Maintenance Equipment	<p>As per our experience, in Bidding of similar characteristic project which include depot construction for urban railway system and under Design & Build condition, required contract period are always much longer than this Project. For example, on-going projects in Indonesia, Vietnam and Thailand, minimum 36 months is required for overall completion.</p> <p>Although, we are trying to adjust our project plan for this project within required 24 months, as a result of our latest investigation, there is no available manufacturer who can deliver some key maintenance equipment within required period, particularly as follows;</p> <p>(1) Rail Profile Grinding Car Estimated Earliest Delivery Period a. First car which has 6 grinding stones : Design - 12 months / Manufacturing - 18 months / Delivery (Including Training, Test and Commissioning) - 4 month / Total 34 months b. Second car which has 6 grinding stones : Design - 12 months / Manufacturing - 24 months / Delivery (Including Training, Test and Commissioning) - 4 month / Total 40 months</p>	<p>Item (1) and (2): Bidder's proposed delivery schedule is acceptable. Refer to attached revised Bid Document Part 1 "Construction Schedule of Zapote and Baclaran Depot Works"(Page-BF-44), "Key Dates of Zapote and Baclaran Depot Works"(Page-BF-45).</p>



				<p>Manufacturer who can comply technical requirement is very limited and having small capacity for design and production. Also, we are guessing that some demonstration will be necessary to verify the vehicle to be able to pass the minimum curve radius (R30m) during the initial design phase.</p> <p>(2) Track Maintenance Vehicle Estimated Earliest Delivery Period: Design - 12 months / Manufacturing --15 months / Delivery (Including Training, Test and Commissioning) - 4 month / Total 31 months</p> <p>This vehicle is not mass production or off the shelf-equipment but order production. According to our investigation, there is no manufacturer who can propose earlier delivery schedule than above.</p> <p>(3) Flat Open Wagon Estimated Earliest Delivery Period: Total 31 months</p> <p>This equipment to be hauled by Track Maintenance Vehicle item (2) above, thus without delivery of such vehicle, we cannot conduct test and commissioning of this equipment. And therefore, it is expected that this equipment to be handover at the same time of Track Maintenance Vehicle.</p>	<p>Refer to attached revised Bidding Document Part 3 "Particular Condition Sub-Clause 1.1.3.3 Data" (Page-PC-1), "Table: Summary of Sections item 3, 4, 5, 6 and 7" (Page-PC-4).</p> <p>Items (3), (4), (5) and (6): The winning Contractor shall coordinate with the Concessionaire with the use of Unimog for testing pursuant to Section VI-2 Technical Requirements, General Specification, Appendix D – Interface and Liaison with LRMC. LRMC is amenable to use existing Unimog for the necessary tests to</p>
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				<p>(4) Side Covered Wagon Same as item (3)</p> <p>(5) Track Geometry Measuring Equipment Same as item (3)</p> <p>(6) Ultrasonic Rail Inspection Equipment Same as item (3)</p> <p>(7) OCS Maintenance Vehicle Same as item (2)</p> <p>(8) Contact Wire Video Capture Data Evaluation and Storage Unit Estimated Earliest Delivery Period: Total 31 months</p> <p>This equipment to be mounted on OCS Maintenance Vehicle, item (7) above. In that sense, it shall be tested together with OCS Maintenance Vehicle in the factory before shipment, and therefore expected to be delivered at the same time of OCS Maintenance Vehicle.</p> <p>(9) Digital CW Height and Stagger Measuring Device Same as item (8)</p> <p>(10) Pneumatic Valve Tester Estimated Earliest Delivery Period: Total 28 months</p>	<p>confirm required specification before handing over above equipment to the Employer/ End User. However, the request shall be coordinated before the testing. Therefore, Bidder shall deliver the equipment (3), (4), (5) and (6) within 24 months. Note: Existing track maintenance work is still a priority for LRMC.</p> <p>Items (7), (8), (9), (10), (11) and (12): Bidder's proposed delivery schedule is acceptable. Refer to attached revised Bid Document Part 1 "Construction Schedule of Zapote and Baclaran Depot Works"(Page-BF-44), "Key Dates of Zapote and Baclaran Depot Works"(Page-BF-45). Refer to attached revised Bidding Document Part 3 "Particular Condition Sub-Clause 1.1.3.3 Data" (Page-PC-1), "Table: Summary of Sections item 3, 4,5, 6 and 7"(Page-PC-4).</p>
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				<p>This estimated delivery period is based on information from Original Equipment Manufacturer who supplied brake system to 3rd generation LRV. At this moment, there is no other manufacture who can supply this tester which is fully compatible to existing brake system.</p> <p>(11) Air Compressor Tester Same as item (10)</p> <p>(12) Wheel Lathe Estimated Earliest Delivery Period: Design - 12 months / Manufacturing - 12 months / Delivery (Including Training, Test and Commissioning) - 4 month / Total 28 months</p> <p>This machine will be required to be customized to conform to the tired/resilient wheel of LRV. Also, it is required to design this machine to conform to both of 3rd and 4th generation vehicles according to the confirmed design by Rolling Stock supplier, and it makes longer period for design and manufacturing.</p> <p>Considering above difficulties, we would like to ask your due consideration for the extension of delivery on our concerned equipment and to set additional Sections to clause 1.1.5.6 of Particular Condition of Contract.</p> <p>However, if the Employer allows to provide vehicle which has enough capability to haul and assist to inspect all</p>	<p>Concessionaire (LRMC) agreed to make available the existing Unimog.</p>
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				performance/functional requirement in accordance to Employer's Requirement and Contractor's detailed design of concerned equipment under item (3), (4), (5) and (6) above, these items (i.e. Flat Open Wagon, Side Covered Wagon, Track Geometry Measuring Equipment & Ultrasonic Rail Inspection Equipment) will be delivered within original period, 24 months.	
2	GBB No. 04	BF-37 10	Table : Payment Schedule – Baclaran and Zapote Depots	Although GBB No. 04 and GBB No. 07 allow to Bidder to propose alternative Payment Schedule for discussion during contract negotiation, we understand Bidder will be bind by original Payment Schedule which is part of Bidding Forms when he submit Bid.	Bidder's request is acceptable. Refer to revised Bid Document Part 1 "Table: Payment Schedule – Baclaran and Zapote Depots" item 3.4, 3.5, 3.6, 3.7 and 4 as attached. Refer to Revised Bidding Documents Part 3 – Table: Summary of Sections PC Sub-Clause 1.1.5.6. Successful Bidder shall submit the breakdown of each equipment before Contract Agreement.
	GBB No. 07	8	Item 13 Item 11	<p>Since most of maintenance equipment manufacturer accept only condition that full payment to be paid at the time of shipment or delivery, the Contractor's cash flow must be negative if the Contractor can receive payment only the time deliver all of maintenance equipment.</p> <p>With this, we would like to ask reconsideration to allow the Contractor receive payment in each delivery of maintenance equipment and to confirm this revision of Payment Schedule at the time of bidding. With this revision, the Contractor will submit list of maintenance equipment with each amount of payment during contract negotiation.</p> <p>Reference is made to our questionnaire item 1) above, we have concerned some of key maintenance equipment to be delivered to Baclaran Depot Expansion cannot be delivered within</p>	

				<p>required contract period 24 months. On the other hand, Payment Schedule on bidding document allows only one Payment Milestone for the completion of Baclaran Depot Expansion under item 3.4 as follows;</p> <p>"Testing and Commissioning Completed and Certificated by the Engineer including All Maintenance Equipment, Buildings and Workshops thirteen percent (13%) of Accepted Contract Amount"</p> <p>This will become big financial problem for Contractor, as he cannot receive payment 13% of Contract Amount even most of works including maintenance equipment, building and workshop are completed other than specific maintenance equipment, and therefore, we would like to ask consideration to add additional Payment Milestones under Item 3 which is particularly for concerned long lead maintenance equipment.</p>	
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For the Bids and Awards Committee III



ENGR. EDWARD R. SADDI

Chairperson

KEY DATES OF ZAPOTE AND BACLARAN DEPOT WORKS

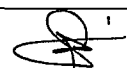
No.	Description	Date Required after Commencement Date
1. Zapote Satellite Depot Civil Works		
A1-1	Site Office and Facilities Set up	Month 3
A2-2	Detail Design Complete and Approved (Civil)	Month 3
A2-3	Detail Design Complete and Approved (Building and Facilities)	Month 6
B3	Handover all Stabling Track area to EPC Contractor include access track to mainline	Month 17
C-1	Access to Light Maintenance Shop by EPC Contractor	Month 21
B-4 & C-2	Completion of All Civil, Building and Facility Works	Month 24
2. Baclaran Expansion Depot Civil Works		
A1-1	Site Office and Facilities Set up	Month 3
A2-2	Detail Design Complete and Approved (Civil)	Month 3
A2-3	Detail Design Complete and Approved (Building and Facilities)	Month 5
B-2	Partial Handover of Stabling Tracks to EPC Contractor (minimum 5 Stabling Tracks include access to mainline)	Month 8
C-1	Access to Light Maintenance Shop, Heavy Maintenance Workshop and Substation by EPC Contractor	Month 15
B-3 & C-2	Completion of All Civil, Building and Facility Works	Month 18
3. Depot Maintenance Equipment Works		
A1-1	Detail Design Complete and Approved	Month 12
A2-1	Completion of Depot Maintenance Equipment except for item A2-2, A2-3, A2-4 and A2-5 below	Month 24
A2-2	Completion of Pneumatic Valve Tester, Air Compressor Tester and Wheel Lathe	Month 28
A2-3	Completion of Track Maintenance Vehicle and OCS Maintenance Vehicle and on board Equipment.	Month 31
A2-4	Completion of 1 st Rail Profile Grinding Car	Month 34
A2-5	Completion of 2 nd Rail Profile Grinding Car	Month 40



Particular Conditions (PC)

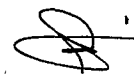
Part A - Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Department of Transportation (DOTr). Address: Unit 165, 16 th Floor, The Columbia Tower, Ortigas Avenue, Barangay Wack-Wack, Mandaluyong City, 1555 Philippines.
Engineer's name and address	1.1.2.4 & 1.3	CMX Consortium. Address: 3 rd Floor Keystone Building, 220 Sen. Gil J. Puyat Avenue, Makati City, Philippines.
Bank's name	1.1.2.11	Japan International Cooperation Agency (JICA)
Borrower's name	1.1.2.12	The Government of the Republic of the Philippines.
Time for Completion	1.1.3.3	<ol style="list-style-type: none"> 1. Eighteen (18) months for Baclaran Depot Civil Works. 2. Twenty Four (24) months for Zapote Depot Civil Works. 3. Twenty Four (24) months for Depot Maintenance Equipment Works except for item 4, 5, 6 and 7 below. 4. Twenty eight (28) months for Pneumatic Valve Tester, Air Compressor Tester and Wheel Lathe. 5. Thirty one (31) months for Trackwork Maintenance Vehicle, OCS Maintenance Vehicle and on board Equipment. 6. Thirty four (34) months for 1st Rail Profile Grinding Car. 7. Forty (40) months for 2nd Rail Profile Grinding Car. (Refer to Table: Summary of Sections below)
Defects Notification Period	1.1.3.7	Two (2) Years from the date on which the Works were completed as stated in the Taking-Over Certificate.
Sections	1.1.5.6	Please refer to the Table: Summary of Sections below.
Electronic transmission systems	1.3	Facsimile, Portable Document Format (PDF)
Governing Law	1.4	Laws of the Republic of Philippines
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to, and possession of all parts of the Site	2.1	Within twenty eight (28) days after Commencement Date.



Engineer's Duties and Authority	3.1(B)(ii)	All variations resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) shall require the approval of the Employer.
Performance Security	4.2	"The Performance Security will be in the form of a "demand guarantee" or "performance bond" in the amount(s) of ten percent (10%) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
General Design Obligations	5.1	Period for notifying errors, faults and defects in the Employer's Requirements: Twenty eight (28) days from Commencement Date.
Normal Working Hours	6.5	Any eight (8) hours single shift between 7AM to 7PM
Delay Damages for the Works	8.7	One hundredth of a percent (0.01%) of the Contract Price per day (Please refer to Table: Summary of Sections below).
Maximum Amount of Delay Damages	8.7	Ten percent (10%) of the final Contract Price
Provisional Sums	13.5(b)(ii)	Fifteen percent (15%).
Total Advance Payment	14.2	Fifteen percent (15%) of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable.
Repayment Amortization Rate of Advance Payment	14.2(b)	Twenty percent (20%).
Percentage of Retention	14.3(c)	Ten percent (10%)
Limit of Retention Money	14.3(c)	Ten percent (10%) of the Accepted Contract Amount.
Minimum Amount of Interim Payment Certificates	14.6	One percent (1%) of the Accepted Contract Amount.
Maximum Total Liability of the Contractor to the Employer	17.6	The product of one (1) multiplied by the Accepted Contract Amount.
Periods for Submission of Insurance: a. evidence of insurance. b. relevant policies	18.1	a. Fourteen (14) days after Commencement Date b. Twenty-eight (28) days after Commencement Date
Maximum Amount of Deductibles for Insurance of the Employer's Risks	18.2(d)	Maximum amount of deductibles per occurrence shall not exceed Ten Million Japanese Yen (JPY 10,000,000)

Minimum Amount of Third Party Insurance	18.3	One Hundred Million Japanese Yen (JPY100,000,000) for any one (1) incident in the Philippines with number of incidents unlimited.
Date by which the DB shall be appointed	20.2	Twenty-eight (28) days after a Party gives notice to the other Party of its intention to refer a dispute to a DB.
The DB shall be comprised of	20.2	Three (3) members.
List of potential DB sole members	20.2	Not Applicable
Appointment (if not agreed) to be made by	20.3	President of the International Federation of Consulting Engineers (FIDIC).



**ATTACHMENT-1 TO PART A CONTRACT DATA OF
PARTICULAR CONDITIONS OF CONTRACT**

SCHEDULE OF KEY DATES AND DELAY DAMAGES

(Sub-Clause 8.7 of Conditions of Contract)

- (1) In addition to the completion of the Sections stipulated in Table: Summary of Sections below, the Contract requires that each element of the Works shall be achieved by the Key Dates (KD). Any delay in achieving Key Dates would incur Delay Damages in accordance with Sub-Clause 8.7 of the Conditions of Contract and as indicated in the column below.
- (2) Achieving a Key Date means completing all work related to that portion to the satisfaction of the Engineer by midnight on the last day of the month quoted below.
- (3) Month numbers shown in the schedule signify the lapsed time in calendar months from the Commencement Date stipulated in accordance with Sub-Clause 8.1 of the Conditions of Contract. The month numbers may be converted into actual calendar dates upon confirmation of the actual commencement of the Works.
- (4) The amount of Delay Damages is described in the percentage of the Accepted Contract Amount less Value Added Tax.

Key Dates	Description	Month No.	Delay Damages
KD1	<p>Achievement: Completion of ground preparation of all stabling track area in Zapote Satellite Depot to allow Track Works Contractor to take over the all stabling track area</p> <p>Ground preparation of all stabling track area includes formation of ground, sub-ballast and all drainage, utilities, OCS foundation and ducts under the all stabling track (9 tracks) area with access track to main line.</p>	M17	0.01% of the Contract Price per day
KD 2	<p>Achievement: Completion of ground preparation of a minimum track area in Baclaran Expansion Depot to allow Track Works Contractor to take over the minimum stabling track area</p> <p>The minimum track area shall include the minimum five (5) stabling tracks with access track to main line.</p> <p>Ground preparation of track area includes formation of ground, sub-ballast and all drainage, utilities, OCS foundation and ducts under the track area.</p>	M8	0.01% of the Contract Price per day



Table: Summary of Sections

Section Name/Description (Sub-Clause 1.1.5.6)	Time for Completion (Sub-Clause 1.1.3.3)	Damages for Delay (Sub-Clause 8.7)
1. Completion of Baclaran Expansion Depot Works include whole civil works, architectural, building works and associated facilities with Baclaran Expansion Depot.	Eighteen (18) months from Commencement Date	0.01% of the Contract Price per day
2. Completion of Zapote Satellite Depot Works include whole civil works, architectural, building works and associated facilities with Zapote Satellite Depot.	Twenty four (24) months from Commencement Date	0.01% of the Contract Price per day
3. Completion of procurement and installation of Depot Maintenance Equipment associated with Baclaran Expansion and Zapote Satellite Depot except for item 4, 5, 6 and 7 below.	Twenty four (24) months from Commencement Date	0.016% of the Contract Price per day
4. Completion of procurement and installation of Pneumatic Valve Tester, Air Compressor Tester and Wheel Lathe	Twenty eight (28) months from Commencement Date	0.001% of the Contract Price per day
5. Completion of procurement and installation of Track Maintenance Vehicle, OCS Maintenance Vehicle and on board Equipment.	Thirty one (31) months from Commencement Date	0.001% of the Contract Price per day
6. Completion of procurement and installation of 1 st Rail Profile Grinding Car	Thirty four (34) months from Commencement Date	0.001% of the Contract Price per day
7. Completion of procurement and installation of 2 nd Rail Profile Grinding Car	Forty (40) months from Commencement Date	0.001% of the Contract Price per day

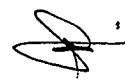


Table: Payment Schedule – Baclaran and Zapote Depots

Schedule of Payment Milestones		Amount	
		Local	Foreign
1	All Civil, Building, E&M Design Completed and Compliant seven percent (7%) of Accepted Contract Amount		
2	General Items three percent (3%) of Accepted Contract Amount to be distributed in Monthly Payment over a period of 24 months		
3	<u>Baclaran Depot</u>		
3.1	Clearing Site (Debris, garbage, vegetation, trees, unused material and demolish and clearing of all existing buildings, structures) two percent (2%) of Accepted Contract Amount		
3.2	Civil Works including underground civil works, sub-ballast work at minimum five (5) stabling tracks, access line ready to handover to EPC track Contractor five percent (5%) of Accepted Contract Amount		
3.3	Remaining Civil Works, Light Maintenance Shop, Heavy Maintenance Workshop and Substation ready to access by EPC Contractor twelve percent (12%) of Accepted Contract Amount		
3.4	Testing and Commissioning Completed and Certificated by the Engineer including All Maintenance Equipment other than item 3.5, 3.6 and 3.7, Buildings and Workshops ten percent (10%) of Accepted Contract Amount		
3.5	Testing and Commissioning Completed and Certificated by the Engineer for Pneumatic Valve Tester, Air Compressor Tester and Wheel Lathe one percent (1%) of Accepted Contract Amount		
3.6	Testing and Commissioning Completed and Certificated by the Engineer for Track Maintenance Vehicle, OCS Maintenance Vehicle and on board Equipment one percent (1%) of Accepted Contract Amount		
3.7	Testing and Commissioning Completed and Certificated by the Engineer for Rail Profile Grinding Car. one percent (1%) of Accepted Contract Amount		
4	Delivery on site of each Maintenance Equipment cumulative total thirteen percent (13%) of Accepted Contract Amount		
5	<u>Zapote Depot</u>		
5.1	Fifty percent (50%) completion of Soil Improvement works ten percent (10%) of Accepted Contract Amount		
5.2	One Hundred percent (100%) completion of Soil Improvement works ten percent (10%) of Accepted Contract Amount		
5.3	Embankment, underground civil works, sub-ballast work at stabling area, access line ready to handover to EPC track Contractor five percent (5%) of Accepted Contract Amount		

5.4	Light Maintenance Workshop ready to access by EPC track Contractor five percent (5%) of Accepted Contract Amount		
5.5	All Civil Works and Architectural Works including E&M Works ready to access to EPC Contractor five percent (5%) of Accepted Contract Amount		
5.6	Testing and Commissioning Completed and Certificated by the Engineer including All Maintenance Equipment and Buildings ten percent (10%) of Accepted Contract Amount.		

