



**General Bid Bulletin No. 6**  
30 September 2021

**METRO MANILA SUBWAY PROJECT PHASE I**

**PACKAGE CP102:**  
**TWO UNDERGROUND STATIONS (QUEZON AVENUE AND EAST AVENUE)**  
**AND TUNNELS**  
**(IFB No: 21-034-6)**

**TO ALL PROSPECTIVE BIDDERS:**

This General Bid Bulletin is issued to amend/clarify certain provisions in the Bidding Documents for the above-mentioned Project. Please refer to the attached Annexes of this General Bid Bulletin for details:

1. Annex "A" – Answers to Queries from Prospective Bidders including Clarifications to the Bidding Documents.
2. Annex "B" – Addendum to the Bidding Documents
3. Annex "C" – Revised pages of the Bidding Documents

All other portions of the Bidding Documents not affected by these revisions, amendments and/or clarifications shall remain unchanged.

Revisions/amendments/clarifications made herein shall be conserved as an integral part of the Bidding Documents of this Project

For your guidance and information.

For the Bids and Award Committee

  
**SIGNATURE REDACTED**  
**MR. WEBSTER M LAUREÑANA**  
Chairperson

Metro Manila Subway Project Phase 1 PACKAGE CP102 (Quezon Avenue and East Avenue)		
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Volume I Part1: Bid Procedures		
1.	<p>ITB 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.</p> <p>ITB 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 22.2.</p>	<p>Bidder would like the Employer to clarify that:</p> <p>1. How many days before the Bid Submission date shall be the due date for the Employer to provide all the response to the bidders Queries And:</p> <p>2. How many days before the Bid Submission date shall be the due date for the Employer to provide (if any) the final Addendum before the Bid?</p> <p>Bidder is asking this because the bidder heard that at the tender of South Commuter Railway Project CP S-04-S-06, the Employer changed the name of beneficiary in the Bid Security a few days before the Bid, which lead one of the Bid due to non-submission for Bid Security</p>
2.	<p>Standard Bidding Documents of Works (version 1.1), published by JICA in October 2021 Page ITB-15 ITB 19.2 Bid Security If the unconditional guarantee is</p>	<p>Employer plans to provide all the responses to the bidders Queries and the final Addendum ten (10) days before the Bid Submission Date.</p> <p>Sumitomo Mitsui Banking Corporation is acceptable.</p>

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	issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable.	(Metrobank)?
3.	Delays and Costs Arising from Interfacing Contractors	<p>Please confirm that in the event that the Contractor is delayed or incurs additional costs as a result of any Interfacing Contractor failing to follow the agreed Combined Service Drawings or the agreed Co-ordinated Installation program or any aspect of an agreed interface, then this event will be deemed as an Employer's Risk under Sub-Clause 17.3 [Employer's Risks] of the Conditions of Contract and that the Contractor will be entitled to seek remedy under Sub-Clause 17.4 [Consequences of Employer's Risks]. The imposition of Delay Damages under Sub-Clause 8.7 should also take due account of delays arising from failures by Interfacing Contractors.</p> <p>It is concluded that the circumstances stated in the query of the Bidder do not fall in the risks listed in Sub-Clause 17.3 nor fall in the results stated in the 1st paragraph of Sub-Clause 17.4.</p>
4.	14.7 Social Security and Health Insurance	<p>Bidder would like to clarify if the Social Security System (SSS) and Philippine Health Insurance Corporation (PhilHealth) are not required for Japanese and/or Non-Japanese required for Japanese and/or Non-Japanese</p> <p>The Social Security System (SSS) and Philippine Health Insurance Corporation (PhilHealth) are not required for non-Filipino personnel employed for this Project.</p>

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	personnel employed by Japanese Main Contractor.	
5.	Page ITB-16 ITB 19.7 bid Security The Bid Security of a JV shall be in the name of the JV that submits the Bid.	No, the Bidder's request for each member of the JV to submit Bid Security separately under the name of the JV with Security amount proportional to each JV's member's share of the works is not acceptable.  The Bidder shall submit the Bid Security in accordance with ITB 19.7
6.	Construction License	The Winning Bidder, as the Contractor shall be in possession of or shall have obtained, a PCAB Special License (foreign Contractor for a single project) before the Contractor shall commence the execution of the Works.
7.	BDS-5 ITB 14.7 1. The Government of the Republic of the Philippines shall by itself or through its executing agency, assume:	For taxes, duties, fiscal charges, and levies related to the JICA funded Project, assumed by the Employer on behalf of Japanese companies and their Japanese employees,  Bidders shall refer to the following:  i) the "Bureau of Internal Revenue (BIR) Memorandum Circular (RMC) No. 8-2017 dated 9 January 2017 Clarifying the Tax Treatment of Value-Added Tax (VAT) on Government Money Payments for OECF Funded Projects under Exchange of Notes Between Republic of the Philippines and the Government of

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		Japan", and
8.	BDS-5 ITB 14.7  Bidder would like to confirm if the Project Office Registration Fee (0.1875% on Gross Sale) shall also be exempted or not.	ii) Bidding Documents Volume I. Section II. Bid Data Sheet (BDS) ITB 14.7  Project Office Registration Fee shall not be exempted in accordance with Bid Data Sheet (ITB) 14.7
9.	BDS-5 ITB 14.7 1. The Government of the republic of the Philippines shall, by itself or through its executing agency, assume: ...	The Social Security System (SSS) and Philippine Health Insurance Corporation (PhilHealth) are not required for non-Filipino personnel employed for this Project.
10.	BDS-5 ITB 14.7 (1) (i)  Please confirm if the Contractor is exempted from paying business tax in the respective Local Government Unit (LGUs) of the project.	The Bidder's understanding is correct., Please refer to PC 14.1-part B: Specific Provision GC sub-clause 14.1 The Contract Price which is self-explanatory.
11.	BDS-5 ITB 14.7 (1) (i)  Please confirm if the Contractor's Subcontractors/Suppliers are exempted from paying business tax in the respective Local Government Unit (LGUs) of the project.	The Bidder's understanding is not correct.  The Contractor's Subcontractors/Suppliers shall not be exempted in paying business tax in the respective Local Government Unit (LGUs) of the project.
12.	BDS-5 ITB 14.7 (1) (i)  Please confirm if the Bidder's understanding is correct:	1. The Accepted Contract Amount will not include the amount of VAT.

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	<p>1. That the Contract amount includes VAT, and it shall be paid by the employer to the Contractor.</p> <p>2. That the import Duty and Import VAT for the importation of the Project shall be assumed by the Government or executing agency.</p> <p>3. About importation:</p> <p>a) Import permanent Materials: Consignee is Employer. The Master list with the details must be approved by the Employer.</p> <p>b) Re-export Equipment: The Consignee is the Contractor. The Import Duty shall be assumed by the Government or executing agency.</p>	<p>However, VAT on local currency portion of the Contract Price will be paid by the Employer to the Contractor against an invoice from the Contractor.</p> <p>2. The Bidder's understanding is correct.</p> <p>3. a) The Bidder's understanding is correct. b) The Bidder's understanding is not correct.</p> <p>For importation of the Consignee shall be the Employer. To re-export the equipment the Consignor shall be the Japanese Prime Contractor or JV lead Partner.</p>
13.	<p>BDS-5 ITB 14.7 (1) (ii)</p> <p>Bidder understands that the Employer will not withhold Corporate Income Tax Withheld at Source for the Services and Goods. Is Bidder's understanding correct?</p>	<p>The Bidder's understanding is correct.</p>
14.	<p>BDS-5 ITB 14.7 (1) (iii)</p> <p>Please confirm if the Bidder's understanding is correct:</p> <p>a. That the Personal Income Tax on foreign employees other than Japanese under a Japanese Contractor will be exempted.</p> <p>b. Local staff employed by Japanese Main Contractor's Personal Income Tax also be exempted.</p>	<p>1. a. The Bidder's understanding is not correct. Personal Income Tax will be levied on foreign employees other than Japanese. b. The Bidder's understanding is not correct. Personal Income Tax will be levied on local staff.</p> <p>2. The details/procedure of the personal tax exemption will be</p>

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15.	<p>EQC-9 2.3.2 Average Annual Turnover Compliance Requirements Joint Venture (existing or intended) Must meet twenty-five (25) % of the requirement</p>	<p>the responsibility of the Contractor to coordinate and establish with the Bureau of Internal Revenue following award of Contract.</p> <p>It is not allowed to provide such a relaxation clause anymore because of the JICA Philippine Office explanation.</p>
16.	<p>EQC-9, ECQ-10 2.3.3 Financial Resources Compliance Requirements Joint Venture (existing or intended) Must meet twenty-five (25) % of the requirement</p>	<p>It is not allowed to provide such a relaxation clause anymore because of the JICA Philippine Office explanation.</p>

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17.	<p>EQC-10</p> <p>EQC: 2.4.2(b) Specific Experience relating to Stations and Tunnels Works</p> <p>EQC-10</p> <p>"At least one (1) project including NATM tunnel of cross-sectional area more than 40m<sup>2</sup>" and</p> <p>BF-32</p> <p>Form EXP-2(b)</p> <p>"At least, one (1) project including NATM tunnel of cross-sectional area more than 60m<sup>2</sup>"</p>	<p>Proposed Revised Text: For Philippine's company in a JV (as defined under Section V. Eligible Source Countries of Japanese ODA Loads), five (5) % of the requirement.</p> <p>There is a discrepancy between EQC-10 and the Bidding Form BF-32 regarding the NATM tunnel's cross-sectional area for Key Activity (1). Please clarify which will govern.</p>
18.	<p>ECQ-10</p> <p>2.4.2(a)</p> <p>Specific Experience relating to Stations and Tunnels Works.</p> <p>As a prime contractor (single entity or JV) (iv) for two (2) contracts for underground stations and tunnel works that have been satisfactorily</p>	<p>The term "value" should be interpreted as "two (2) contracts for underground stations and tunnel works".</p>



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19.	<p>and substantially completed (iii) between 1st January 2000 and BID submission deadline.</p> <p>In the case of multiple contracts, the above minimum value for experience as a prime contractor shall be applied to combined contract packages.</p> <p>ECQ-10 ECQ-11 2.4.2(b) Specific Experience relating to Stations and Tunnels Works As a prime contractor (single entity or JV member) (iv) or subcontractor (v) for the above or other contracts successfully completed, and under implementation between 1st January 2000 and Bid submission deadline, the minimum experience in the following key activities: 1) Two (2) projects for tunneling works, each including bored tunnel by shield TBM method; At least, one (1) project including a shield tunnel of inner diameter more</p>	<p>The bidder would like the Employer to clarify what does the "value" means in this sentence.</p> <p>Please specify what is required to submit in case of multiple bids/ contracts.</p> <p>The term "value" should be interpreted as underlined below: 1) Two (2) projects for tunneling works, each including bored tunnel by shield TBM method: At least, one (1) project including a shield tunnel of inner diameter more than 4.5m. 2) One (1) project for an underground railway station by cut &amp; cover method.</p> <p>The updated requirements for the multiple bids/ contracts will be posted on the succeeding GBB.</p>

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	<p>than 4.5m.</p> <p>2) One (1) project for an underground railway station by cut &amp; cover method.</p> <p>In the case of multiple contracts, the above minimum value for each key activity shall be applied to combined contract packages.</p>	
20.	<p>EQC-11</p> <p>Notes of the Bidders</p> <p>(vi) The minimum experience requirement for multiple contracts will be the same value as the minimum requirements for respective individual contracts.</p>	<p>There is no discrepancy between Notes(vi) and the "Requirement" column for 2.4 Experience, which mean the same thing.</p>
21.	<p>BF-47</p> <p>and</p> <p>BF-55</p> <p>Work Management Plan (Item no. 5. Outline Risk Management Plan</p>	<p>Outline Risk Management Plan will be added in the Bid Index (Form) under Work Management Plan by this GBB Annex B, C.</p>
22.	<p>Section II Bid Data Sheet (BDS)</p> <p>Page-BDS-5</p> <p>ITB 14.8</p> <p>The bids shall be priced and</p>	<p>The Bidder's understanding is correct.</p> <p>This issue will be discussed in more detail during the Contract Negotiation Stage.</p>

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	<p>programmed on a pre-COVID-19 basis, i.e., excluding the Republic of the Philippines public health and safety emergency legislation: Emergency Community Quarantine.</p> <p>The Employer is in the process of finalizing a mechanism to address all COVID- 19 Effects related issues and claims that it intends to use for all its ADB- and JICA- funded projects. This mechanism, once finalized, will be published in</p>	<p>bulletin regarding COVID- 19 regulations. Is our understanding correct?</p>	
<b>Volume IA Bill of Quantities (BOQ)</b>			
23.	<p>BOQ 1805(1) a2, 1805(1) a3 Floor Grating (1) Stainless steel floor grating- high voltage trench (2) Stainless steel floor grating - low voltage trench</p>	<p>Based on our review of bid drawings, there are no dimensions specified for this item. May we request detailed drawings for this item.</p>	<p>The reference text noted is not found in the document mentioned by bidder. However, the Stainless-steel Floor Grating is covered in BOQ under pay item 1805 (1) a1. Typical Stainless steel floor grating detail is provided in dwg STN-AR-A-AN-9330 and quantity in sqm is provided in BOQ 1805 (1) a1</p>
24.	<p>VI TS2 352 BOQ 1027.4.1 1027 (5) Rubbed Concrete Finish</p>	<p>Please clarify the locations in which this pay item is found.</p>	<p>Any spaces which having no ceiling will be provided with rubbed concrete finish. Refer Finishes schedule to identify no ceiling zones.</p>

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25.	VI TS2 372 BOQ 1031 1031 (1) c) Glass Wool Acoustic Panel	May we request for the detailed drawings of this item.	Follow manufacturers detail as per Arc TS 1031 & MEP TS 1223
26.	BOQ Bill No. 4A & 4B 1811 (9) Aluminum Composite Panel Cladding	Please provide the drawings describing the scope of the Aluminum Composite Panel Cladding.	Refer to drawing sheet -9060, Detail-C regarding Aluminum Composite Ceiling Panel
27.	Section II, BDS-5, ITB 14.7	Employers are requested to confirm that these statements shall be incorporated into the Particular Conditions of the Contract.	Please refer to Specific Provisionals, 14.1 The Contract Price.
<b>Volume II Works Requirements Section VI</b>			
<b>Works Requirements – Technical Specification (TS)</b>			
28.	TS 3 691 1238.2.1 (a) 695 1238.4.2 Water Tank & Sewage Holding Tank (a) The domestic water tank, cooling tower, make-up water tank, fire water tanks and Sewage Holding Tank for stations shall be constructed of Stainless Steel. Pay Item 1238(4) Sewage Holding Tank (Fiber Stainless Steel)	The Bidder would like to clarify that Sewage Holding Tank for stations shall be constructed of Stainless Steel instead of Fiber Stainless Steel.	Bidder is advised to follow the Tech Specification

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29.	<p>TS 3 694 1238.3.1 (m) Water Tank Preparation (m) Water tanks to be equipped with encapsulated insulation supplied by the Contractor.</p>	<p>The Bidder would like to clarify which tank shall supply the encapsulated insulation.</p>	<p>Bidders are advised to follow the Tech Specification</p>
30.	<p>3. Mechanical, Electrical and Plumbing Page 396 1213.2.1 Outdoor Unit 6) Compressor (b) A crankcase heater(s) shall be factory mounted on the compressor(s).</p>	<p>The Bidder would like to clarify if the crankcase heater(s) is required or not.</p>	<p>Bidders are advised to follow the Tech Specification.</p>
31.	<p>3. Mechanical, Electrical and Plumbing 396 to 397 1213 VRF 1213.2.1 Outdoor Unit 9) Coating (a) The outdoor unit shall be coated with the Seacoast Protection Coating (Bermuda Special) if the installation site falls within the following criteria: however, Criteria Table is missing.</p>	<p>The Bidder would like to request the Employer to provide the Criteria Table.</p>	<p>Refer to Attachment: Annex B Reference.</p>

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32.	3. Mechanical, Electrical and Plumbing 396 to 398 9) Coating (i) The salt spray coating shall adhere to the following specifications.	The Bidder would like to request the Employer to provide a more clearer table specification.	Refer to Attachment: Annex B Reference.
33.	Electrical Equipment/Material (1) Panelboard, ECB, ATS (2) Lighting Fixtures (3) Grounding and Lightning Protection (4) Switches, Outlets, Receptacle, Presence Detector (S) Conduits anal Cable Tray (6) LV Power Cables, Control Wires (7) FDAS (8) ACS	Does the Employer have a preferred brand or model for Electrical equipment?	All electrical equipment shall be the latest technology available in the market and complying to the international standard test.
<b>Volume III Part2: Works Requirements</b> <b>Works Requirements – Employer's Drawings (DRW)</b>			
34.	Refrigerant Trunking STN-MEP-VAC-CWD-1104	Please specify material to be used for the Refrigerant Trunking.	Bidder is advised to consult the Tech Specs
<b>Volume IV Part3: Conditions of Contract and Contract Forms</b>			
35.	VIII PC-8 PC-10	In attachment 2A the Contractor is liable for	In Attachment 2B, the CP102 Contractor is not prohibited from

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	<p>Attach 2A Attach 2B Delay Damages Delay damages are not stipulated for this provision of TBM Retrieval Windows, which does not relieve the Contractor from any and all liabilities for costs, expenses, losses and damages to be incurred by the CP103 contractor arising out of failure by the Contractor to provide the CP103 contractor with the TBM Retrieval Windows as specified hereunder. The Contractor shall indemnify, defend, and hold harmless the Employer and the Engineer against and from such costs, expenses, losses, and damages. Neither the Employer nor the Engineer shall be liable for any and all costs, expenses, losses and damages to be incurred by the Contractor arising out of failure by the CP101 contractor to provide the Contractor with these facilities as specified hereunder.</p>	<p>costs incurred by CP103 for the Contractor's failure to provide access at East Avenue Station. In Attachment 2B the Contractor is given no protection against failure by CP101 to provide access to North Avenue Station. Please amend this iniquitous situation by allowing the CP102 Contractor to claim in the same manner that CP103 is allowed to.</p>	<p>claiming to CP101 Contractor any and all costs, expenses, losses and damages to be incurred by the CP102 Contractor arising out of failure by the CP101 contractor to provide the CP102 Contractor with these facilities.</p>

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36.	VIII PC-13 Attach 4 Insurance Deductibles Deductible (any one occurrence): US\$ 500,000 in respect of Underground and Tunnelling Works US\$ 250,000 in respect of Testing and Commissioning and loss during DLP US\$ 250,000 in respect of Earthquake, Volcanism, Tsunami, Storm, Cyclone, Flood, Inundation, LandSlide. US\$ 100,000 in respect of other losses	This list is not mutually exclusive. For example, an earthquake could affect tunnelling works, so which deductible would apply. Please amend the list to make it mutually exclusive.	If an earthquake could affect tunnelling works, the provision of "US\$ 500,000 in respect of Underground and Tunnelling Works" shall apply.
37.	VIII PC-14 Attach 3 Contractor's Equipment Insurance Major owned, non-owned, leased or rented Contractor's Plant, Machinery & Equipment shall be insured.	Please confirm that there is no requirement to insure Contractor's Equipment that is owned and insured by others.	It should be reminded that the Contractor shall still be responsible for Contractor's Equipment Insurance even if insurance for Contractor's Equipment that is owned and insured by others are not sufficient nor adequate or become invalid or expired.
38.	PC-9 Attach 3 Schedule of Insurances Construction All Risk (CAR) Insurance I Material Damage Cover Deductible (any one occurrence):	May the Employer and the Contractor agree to an appropriate deductible amount in the case of the deductible amount as specified in Attachment-3, Schedule of Insurances, not accepted by the global reinsurance market?	Attachment-4 SCHEDULE OF INSURANCES shall be observed. But, if necessary, further discussion would be possible at the contract negotiation stage.



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39.	<p>US\$ 250,000 in respect of Earthquake, Volcanism, Tsunami, Storm, Cyclone, Flood, Inundation, LandSlide</p> <p>In GC — Page 30, 31 and PC-3</p> <p>8.1(c) Commencement of Works &lt;&lt;GC&gt;&gt;</p> <p>8.1 Commencement of Works (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause</p> <p>1.13 [Compliance with Laws] as required for the commencement of the Works.</p> <p>&lt;&lt;PC&gt;&gt;</p> <p>Within two (2) weeks after Commencement Date</p>	<p>The informative schedule of Contractor's Access to the Site is important to guide us in the finalization of Method Statements and Construction Schedules and other preparatory works.</p> <p>We would like to request the Employer to provide and advise at least referential schedules, especially if there is a partial access given to the Contractor.</p>	<p>The Bidder is expected to prepare Method Statements and Construction Schedules and other preparatory works in accordance with Bidding Documents as well as the data stated in Contract Data 8.1 (c).</p>

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40.	<p>PC-3 8.7 Delay Damages for the Works and PC-6 Attachment 1 Schedule of Key Dates Five hundredth of a percent (0.05%) of the Accepted Contract Amount per day, for the completion of the whole of Works. Delay damages with respect to each Key Date is one hundredth of a percent (0.01%) of the Accepted Contract Amount per day, for delay in achieving elements of the work.</p>	<p>The Bidder's understanding is not correct. Once paid, the Delay Damages with respect to each Key Date are not refundable.</p>
41.	<p>PC-4 Sub-Clause 18.2 (d) Maximum Amount of Deductibles for Insurance of the Employer's risks Deductible per occurrence shall not exceed Japanese Yen Ten Million (J PY 10,000,000)</p>	<p>Contract Data of 18.2 (d) shall be observed. But, if necessary, further discussion would be possible at the contract negotiation stage.</p>
42.	<p>PC-4 Sub-Clause 18.2 (d) Maximum Amount of Deductibles for Insurance of the</p>	<p>In case of Earthquake, Volcanism, Tsunami, Storm, Cyclone, Flood, Inundation, Landslide, Attachment -4 SCHEDULE OF INSURANCES shall apply. In case of other Force Majeure events, Contract Data 18.2 (d) quoted below shall apply. 18.2</p>

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	Employer's risks and PC-13 Attachment-4 Material Damage Cover Deductible per occurrence shall not exceed Japanese Yen Ten (10) million. Deductible (any one occurrence): US\$ 250,000 in respect of Earthquake, Volcanism, Tsunami, Storm, Cyclone, Flood, Inundation, Landslide. USA 100,000 in respect of other losses		(d) Deductible per occurrence shall not exceed Japanese Yen Ten (10) million.
43.	PC-4 18.2 (d) Maximum Amount of Deductibles for Insurance of the Employer's Risks Deductible per occurrence shall not exceed Japanese Yen Ten (10) million	May the Employer and the Contractor agree to an appropriate deductible amount of the Employer's Risks, in the case of the deductible amount as specified in PC 18.2 (d) is difficult to arrange by the global reinsurance market?	Attachment-4 SCHEDULE OF INSURANCES shall be observed. But, if necessary, further discussion would be possible at the contract negotiation stage.
44.	PC-13 Schedule of Insurances (Clause 18 of Conditions of Contract)	Bidder would like to clarify the amount subjected to the sum insured. Shall the VAT be included in the amount subjected to the sum insured?	No, it is not necessary to include this within the sum insured.
45.	PC-13	May the Employer and the Contractor agree	Attachment-4 SCHEDULE OF INSURANCES shall be observed.

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	<p>Attachment-4 Schedule of Insurances I. Construction All Risk (CAR) Insurance I. Material Damage Cover Deductible (any one occurrence): US\$ 250,000 in respect of Earthquake, Volcanism, Tsunami, Storm, Cyclone, Flood, Inundation, Landslide</p>	<p>to an appropriate deductible amount in the case of the deductible amount as specified in Attachment-4, Schedule of Insurances, not accepted by the global reinsurance market?</p>	<p>But, if necessary, further discussion would be possible at the contract negotiation stage.</p>
46.	<p>PC-13 Attachment-4 Schedule of Insurances</p>	<p>The Bidder understands that for the arrangement of construction insurance, the premiums paid can be counted as Japanese origin if the insurance company is a Japanese company or a consolidated subsidiary of a Japanese company. Is Bidder's understanding correct?</p>	<p>The Bidder's understanding is correct</p>
47.	<p>PC-13 Attachment-4 Schedule of Insurances I. Construction All Risk (CAR) Insurance II. Third Party Liability Deductibles (any one occurrence): 10% of the loss, minimum USD 50,000 in respect of vibration, removal or weakening of support</p>	<p>May the Employer and the Contractor agree to an appropriate deductible amount in the case of the deductible amount as specified in Attachment-4, Schedule of Insurances is difficult to arrange by the global reinsurance market?</p>	<p>Attachment-4 SCHEDULE OF INSURANCES shall be observed. But, if necessary, further discussion would be possible at the contract negotiation stage.</p>

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	and underground services.		
48.	<p>PC-13 Attachment-4 Schedule of Insurances 1. Construction All Risk (CAR) Insurance II. Third Party Liability The Limit of Indemnity shall not be less than US\$ 25,000,000 for any one incident or series of incidents arising out of one event, with the number of occurrences being unlimited.</p>	<p>May the Employer and the Contractor agree to an appropriate Limit of Indemnity amount, in the case of the deductible amount as specified in Attachment-4, Schedule of Insurances is difficult to arrange by the global reinsurance market?</p>	<p>Attachment-4 SCHEDULE OF INSURANCES shall be observed. But, if necessary, further discussion would be possible at the contract negotiation stage.</p>
49.	<p>PC-13 Attachment-4 Schedule of Insurances 1. Construction All Risk (CAR) Insurance I. Material Damage Cover Deductible (any one occurrence): US\$ 100,000 in respect of other losses.</p>	<p>May the Employer and the Contractor agree to an appropriate deductible amount in the case of the deductible amount as specified in Attachment-4, Schedule of Insurances, not accepted by the global reinsurance market?</p>	<p>Attachment-4 SCHEDULE OF INSURANCES shall be observed. But, if necessary, further discussion would be possible at the contract negotiation stage.</p>
50.	<p>PC-14 Schedule of Insurances 3. Contractor's Plant, Machinery &amp; Equipment Insurance Deductibles (any one occurrence):</p>	<p>May the Employer and the Contractor agree to an appropriate deductible amount in respect of Tunnel Boring Machine for Contractor's Plant and Equipment, in the case of the deductible amount as specified in</p>	<p>Attachment-4 SCHEDULE OF INSURANCES shall be observed. But, if necessary, further discussion would be possible at the contract negotiation stage.</p>

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51.	<p>shall not be greater than 10% of the loss, subject to a maximum of USD 25,000.</p> <p>PC-15 P.C. 4.2 Performance Security The Contractor may obtain such a Performance Security from a foreign bank, subject to the Performance Security being "confirmed" by a reputable bank or financial institution selected by the Contractor and consented to by the Employer, located and authorized to do business in the Republic of the Philippines.</p>	<p>Attachment-3, Schedule of Insurances is difficult to arrange by the global reinsurance market?</p> <p>Bidder would like to know if the Employer may accept the Performance Security issued by Sumitomo Mitsui Banking Corporation whose head office is in Tokyo Japan and has a branch in Manila Philippines or from Metropolitan Bank and Trust Company (Metrobank)?</p>	<p>Sumitomo Mitsui Banking Corporation is acceptable</p>
52.	<p>PC-15 P.C. 4.2 Performance Security</p>	<p>Bidder would like to clarify if each member of the Joint Venture (JV) can submit Performance Security separately under the name of the JV with the Security amount proportional to each JV member's share of the works.</p>	<p>No, the Bidder's request of each member of the JV to submit Performance Security separately under the name of JV with the Security amount proportional to each JV member's share of the works is not acceptable.</p> <p>The Performance Security shall be submitted in accordance with SECTION IX ANNEX TO PARTICULAR CONDITIONS-CONTRACT FORMS.</p> <p>The Contractor may obtain such a Performance Security from a foreign bank, subject to the Performance Security being</p>

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		<p>"confirmed" by a reputable bank or financial institution selected by the Contractor and consented to by the Employer, located and authorized to do business in the Republic of the Philippines.</p> <p>In case the Contractor is a joint venture, the Performance Security issued by it may be in the name of the joint venture or in the names of all the members of the joint venture.</p>
53.	CF-10 Annex 4 Form of Bank Guarantee for Advance Payment	<p>Bidder would like to know if the Employer may accept the Advance Payment Security issued by Sumitomo Mitsui Banking Corporation whose head office is in Tokyo Japan and has a branch in Manila Philippines or from Metropolitan Bank and Trust Company (Metrobank)?</p> <p>Sumitomo Mitsui Banking Corporation is acceptable</p>
54.	CF-10 Annex 4 Form of Bank Guarantee for	<p>No, the Bidder's request of each member of the JV to submit Advance Payment Security separately under the name of JV with the Security amount proportional to each JV member's</p>

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	QUERIES	
	Advance Payment	share of the works is not acceptable.  The Advance Payment Security shall be submitted in accordance with SECTION IX ANNEX TO PARTICULAR CONDITIONS-CONTRACT FORMS.
55.	CF-12 Annex 5 Form of Bank Guarantee for Retention Money	Sumitomo Mitsui Banking Corporation is acceptable.
56.	Form of Bank Guarantee for Retention Money	No, the Bidder's request of each member of the JV to submit Retention Money Security separately under the name of JV with the security amount proportional to each JV member's share of the works is not acceptable.  The Retention Money Security shall be submitted in accordance with SECTION IX ANNEX TO PARTICULAR CONDITIONS-CONTRACT FORMS.
57.	Section VIII Particular Conditions Part A Contract Data Sub-Clause 2.1 refers	1) It is planned by the Employer to proceed with handing over the Site as queried by the Bidder. 2) As to Commencement Date of the Works, please refer to Sub-Clause 8.1 (c) of the General Conditions of Contract (GCC) and Contract Data 8.1 (c). Consequently, Sub-Clause 8.1 (c) is not a part of pre precedent conditions for Commencement Date of the Works.



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	<p>nor accessible by the Contractor within the time, the commencement date(s) of the affected part(s) of the works shall be adjusted to the extent actually affected.</p> <p style="text-align: center;"><i>Others</i></p>	
58.	<p>Priority of Answers to RFC</p>	<p>Queries from Bidders and Answers from the Employer will be included in Annex A of General Bid Bulletins (GBB) and published. GBBs will form Contract Documents.</p>

<b>Metro Manila Subway Project Phase 1</b> <b>PACKAGE CPI02 (Quezon Avenue and East Avenue)</b>	
<b>ITEM NO.</b>	<b>REFERENCE CLAUSE/SECTION</b>
	<b>ADDENDUM No. 5</b>

<i>Volume I, Part 1 - Bidding Procedures</i>	
1.	<p>Section IV, Page BF-55,  <b>BID INDEX (FORM)</b>                      Technical Bid: Contents No.                      13</p> <p>Item 7 in Bid Index on page BF-55 should include <u>"Outline Risk Management Plan"</u> as underlined below:</p> <p>7 Technical Proposal                      (i) Bid Programme                      (ii) Project Management Plan (Organization etc.) (Forms PER-1, PER-2)                          (i) Method of Implementation of the Works                          (ii) Major Plant and Equipment Intended to be Mobilized at Site (Form : EQU)                          (iii) Proposed Use and Reinstatement of Works Area                          (iv) Work Management Plan                          - Outline Quality Management Plan                          - Outline Safety Management Plan                          - Outline Environmental Management Plan                          - Outline System Safety Management Plan                          - <u>Outline Risk Management Plan</u></p>
<i>Volume II Works Requirements Section VI</i>	
<b>Works Requirements – Technical Specification (TS)</b>	
2.	<p>Replace as below:</p> <p>2004.3.18 <del>Butting Area of the Slabs and Diaphragm</del>  <del>Where the slabs are not structurally integrated with Diaphragm Wall with the couplers,</del>  <del>at as part of launching/Arrival Shaft with Inner wall, shall be treated the surface of</del>  <del>Diaphragm Wall with an extra precaution such as applying bonding agent so that leads</del>  <del>from Diaphragm Wall will transfer to the slabs adequately.</del>                      Not Applicable.</p> <p>Section VI Works                      Requirements- Technical                      Specifications (TS)                      4: Underground Structures                      PART 20 STATION                      STRUCTURE WITH CUT                      AND COVER                      2004 Diaphragm Wall</p>

<b>Metro Manila Subway Project Phase 1</b> <b>PACKAGE CP102 (Quezon Avenue and East Avenue)</b>	
<b>ITEM NO.</b>	<b>REFERENCE CLAUSE/SECTION</b>
	<b>ADDENDUM No. 5</b>

	2004.3.18 Butting Area of the Slabs and Diaphragm	
<i>Volume III Part2: Works Requirements</i> <i>Works Requirements – Employer's Drawings (DRW)</i>		
3.	Works Requirements – Employer's Drawings (DRW)	<p>Add the drawing below:</p> <p>"METRO MANILA INTERCHANGE CONSTRUCTION PROJECT VI"</p> <p>See Annex C Attachment</p>
4.	<p>Section VI Works Requirements- Employer's Drawings (DRW)</p> <p>UT-CE-QA-0005 and others</p> <p>UT-CE-EA-0006 and others</p>	<p>Please note that followings:</p> <p>UT-CE-QA-005 and others indicate the pedestrian walkway outside of the construction boundary.  <b>The pedestrian is inside the construction boundary.</b></p> <p>UT-CE-EA-006 and others indicate the pedestrian walkway outside of the construction boundary.  <b>The pedestrian is inside the construction boundary.</b></p>
5.	Works Requirements – Employer's Drawings (DRW)	<p>Add the drawing below:</p> <p>TRACK WORK by CP106 at NORTH AVENUE STATION</p> <p>See Annex C Attachment</p>

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METRO MANILA SUBWAY PROJECT PHASE 1  
PACKAGE CP102 (Quezon Avenue and East Avenue)  
Volume III Part2: Works Requirements

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Section VI Works Requirements- Employer's Drawings (DRW)

- Drawing "Foundation of Flyovers  
"METRO MANILA INTERCHANGE CONSTRUCTION PROJECT VI "
  
- TRACK WORK by CP106 at NORTH AVENUE STATION

Please see the attachment

Technical Bid: Contents No. 13

### BID INDEX (FORM)

The Bidder shall include with his Bid an index which serves as a checklist of the contents of the Bidder's Technical Bid and Price Bid.

Items	Document to be provided	Bidder Check		Bid Submission		
		Technical Bid	Price Bid	File No.	Section	
<b>Technical Bid</b>						
1	Letter of Technical Bid		N/A			
2	Form of Bid Security - (Bank Guarantee) or - (Bid Bond)		N/A			
3	Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans		N/A			
4	Written confirmation authorizing the signatory of the Bid to commit the Bidder in accordance with ITB 20.2 To be prepared by Bidder		N/A			
5	A copy of the JV agreement or letter of intent, in the case of a Bid submitted by a JV To be prepared by Bidder		N/A			
6	Evidentiary documents to establish the Bidder's eligibility and qualifications to perform the contract (Forms ELI-1, ELI-2, CON, FIN-1, FIN-2, FIR-1, FIR-2, EXP-1, EXP-2(a), EXP-2(b))		N/A			
7	Technical Proposal (i) Bid Programme (ii) Project Management Plan (Organization etc.) (Forms PER-1, PER-2) (i) Method of Implementation of the Works (ii) Major Plant and Equipment Intended to be Mobilized at Site (Form : EQU) (iii) Proposed Use and Reinstatement of Works Area (iv) Work Management Plan - Outline Quality Management Plan - Outline Safety Management Plan - Outline Environmental Management Plan - Outline System Safety Management Plan - Outline Risk Management Plan		N/A			

METRO MANILA SUBWAY PROJECT PHASE 1  
PACKAGE CP102 (Quezon Avenue and East Avenue)  
Section IV Bidding Forms

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Items	Document to be provided	Bidder Check		Bid Submission		
		Technical Bid	Price Bid	File No.	Section	
8	List of Contractual Spare Parts, Consumables And Special Tools, Jigs And Test Equipment in accordance with General Specification and Technical Specification		N/A			
9	List of Recommended Spare Parts and special tools other than Contractual Spare Parts etc. to be provided upon receipt instruction from the Employer		N/A			
10	Japanese Origin of Plant, Materials and Services Form : ELG		N/A			
11	Declaration as to the origin of goods and services and eligibility of subcontractors/suppliers Form : DECLARATION		N/A			
12	Undertaking on Copyright		N/A			
13	Bid Index		N/A			

Items	Document to be provided	Bidder Check		Bid Submission		
		Technical Bid	Price Bid	File No.	Section	
<b>Price Bid</b>						
1	Letter of Price Bid	N/A				
2	Price List of Spare Parts and Consumables as well as Special Tools and Test Equipment in accordance with General Specification and Technical Specification	N/A				
3	Price List of Recommended Spare Parts and special tools other than Contractual Spare Parts etc. to be provided upon receipt instruction from the Employer	N/A				
4.	Bill of Quantities	N/A				

Note: The Bill of Quantities together with the Preamble and Schedules is bounded separately as Volume IA of V. The completed Bill of Quantities shall be submitted by the Bidder as a part of the Price Bid.