



**General Bid Bulletin No. 03**

07 December 2020

**METRO MANILA SUBWAY PROJECT PHASE 1**

**PACKAGE CP104 (ORTIGAS NORTH AND ORTIGAS SOUTH)**

**(IFB No: 20-032-3)**

**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 affected by these revisions, amendments and/or clarifications shall be made to conform to the same.

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

For your guidance and information

For the Bids and Award Committee

**Signature Redacted**

**ENGR. JAIME M. NAVARRETE, JR**

Chairperson

**Metro Manila Subway Project Phase 1**  
**Package CP104: Two Underground Stations (Ortigas North and Ortigas South) and Tunnels**

ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
<i>Volume I, Part 1 – Bidding Procedures</i>			
1	Section II, Page BDS-4, ITB 14.7 (1) (i)	<p>Please confirm if the Bidder's understanding is correct</p> <ol style="list-style-type: none"> <li>1. That the Contract amount includes VAT and it shall be paid by the Employer to the Contractor.</li> <li>2. That the Import Duty and Import VAT for the importation of the Project shall be assumed by the Government or executing agency.</li> <li>3. About importation,               <ol style="list-style-type: none"> <li>a.) Import Permanent Materials: Consignee is Employer. The Masterlist with the details must be approved by the Employer.</li> <li>b) Re-export Equipment: The Consignee is the Contractor. The Import Duty shall be assumed by the Government or executing agency.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. The Accepted Contract Amount will not include amount of VAT. 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.</li> <li>2. The Bidder's understanding is correct.</li> <li>3. a) The Bidder's understanding is correct. b) The Bidder's understanding is <u>not</u> correct. For importation the Consignee shall be the Employer. To re-export the equipment the Consignor shall be the Japanese Prime Contractor or JV lead Partner.</li> </ol>
2	Section II, Page BDS-4, ITB 14.7 (1) (ii)	Bidder understands that the Employer will not withhold Corporate Income Tax Withheld At Source for the Services and Goods. Is Bidder's understanding correct?	The Bidder's understanding is correct.
3	Section II, Page BDS-4, ITB 14.7 (1) (iii)	<ol style="list-style-type: none"> <li>1. Please confirm if the Bidder's understanding is correct           <ol style="list-style-type: none"> <li>a. That the Personal Income Tax on foreign employees</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. a. The Bidder's understanding is <u>not</u> correct.</li> </ol>

**Metro Manila Subway Project Phase 1**  
**Package CP104: Two Underground Stations (Ortigas North and Ortigas South) and Tunnels**

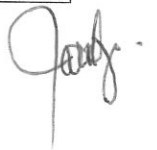
ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
		<p>other than Japanese under a Japanese Contractor will be exempted</p> <p>b. That local staff employed by Japanese Main Contractor's Personal Income Tax also be exempted</p> <p>2. Please advise us the details of the personal tax exemption procedure for Japanese.</p>	<p>Personal Income Tax will be levied on foreign employees other than Japanese.</p> <p>b. The Bidder's understanding is <u>not</u> correct.</p> <p>Personal Income Tax will be levied on local staff.</p> <p>2. The details/procedure of the personal tax assumption by the Employer will be the responsibility of the Contractor to coordinate and establish with the Bureau of Internal Revenue following award of Contract.</p>
4	Section II, PageBDS-7, ITB 18.3 (b)	<p>As stipulated, "The foreign currency portion (United States Dollars and/or Euros) of the fixed portion of the Contract Price shall be adjusted by applying the consumer price index published by the institutional organization in the corresponding country or area.</p> <p>Please specify the institutional organization in the USA or in the corresponding country/area for the consumer price index.</p>	<p>In the case of US Dollars, price index published by the institutional organization in the U.S.A, such as Consumer Price Index issued by Bureau of Labor Statistics.</p> <p>In the case of Euro, price index published by the institutional organization in EU, such as Harmonized Index of Consumer Prices to be issued by Statistical Office of the European Communities/ Eurostat.</p> <p>The Schedule of Adjustment Data will be</p>

Metro Manila Subway Project Phase 1 Package CP104: Two Underground Stations (Ortigas North and Ortigas South) and Tunnels			
ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
			confirmed during the Contract Negotiations with the successful Bidder.
5	Section II, Page BDS-9, ITB 34.1	As stipulated,"...The date for the exchange rate shall be: not earlier than thirty (30) days prior to, nor later than, the date for Technical Bid opening"  Bidder would like to confirm that the "not earlier than thirty (30) days prior to, nor later than, the date for Technical Bid opening" is December 8, 2020.	The Bidder's understanding is correct. The date for the exchange rate will be released in an Addendum.
6	Section IV, Page BF-24, BF-26	Please confirm if the Bidder's understanding is correct. 1. That whenever a Form in Section IV, Bidding Forms (especially in accomplishing Forms FIN-1, FIN-2 and FIR-1), requires a Bidder to state a monetary amount, Bidders should indicate the USD equivalent using the exchange rate prevailing on the last day of the respective calendar year.	The Bidder's understanding is correct.
7	Volume I Construction License	Bidder would like to know if the Contractor will still be required by the Employer to acquire a Special Contractor's License under PCAB to start his work? Or the Business license and SEC Certificate of registration are already enough to start his operation instead?	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.
8	Standard Bidding Documents of	Bidder would like to know if the Employer may accept the Bid	Sumitomo Mitsui Banking Corporation is

Metro Manila Subway Project Phase 1			
Package CP104: Two Underground Stations (Ortigas North and Ortigas South) and Tunnels			
ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
	Works (version 1.1), published by JICA in October 2012. ITB 19.2Bid Security	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)?	acceptable.
9	Standard Bidding Documents of Works (version 1.1), published by JICA in October 2012. ITB 19.7Bid Security	Bidder would like to clarify if each member of the Joint Venture (JV) can submit Bid Security separately under the name of the JV with the Security amount proportionate to each JV member's share of the works.	No, the Bidder's request for each member of the JV to submit Bid Security separately under the name of the JV with the Security amount proportionate to each JV member's share of the works is <u>not</u> acceptable. The Bid Security shall be submitted in accordance with ITB 19.7.
10	Section II, Page BDS-4, ITB 14.7	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 personnel employed by Japanese Main Contractor.	The Social Security System (SSS) and Philippine Health Insurance Corporation (PhilHealth) are not required for Non-Filipino personnel employed for this Project.
11	Section II, Page BDS-4, ITB 14.7	Bidder understands that community tax is also exempted. Please kindly provide us the procedure of exemption.	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

**Metro Manila Subway Project Phase 1**  
**Package CP104: Two Underground Stations (Ortigas North and Ortigas South) and Tunnels**

ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
			<p>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 Japan", and</p> <p>ii) Bidding Documents Volume I. Section II. Bid Data Sheet (BDS) ITB 14.7.</p>
12	Section II, Page BDS-4, ITB 14.7 (1) (i)	Please confirm if the Contractor is exempted in paying business tax in the respective Local Government Unit (LGUs) of the project.	The Bidder's understanding is correct.
13	Section II, Page BDS-4, ITB 14.7 (1) (i)	Please confirm if the Contractor's Subcontractors/Suppliers are exempted in paying business tax in the respective Local Government Unit (LGUs) of the project.	<p>The Bidder's understanding <u>is not</u> correct.</p> <p>The Contractor's Subcontractors/Suppliers shall not be exempted in paying business tax in the respective Local Government Unit (LGUs) of the project.</p>
<b>Volume IA Part 1: Bill of Quantities (BOQ)</b>			
14	Section VI, Bidding Forms: Bill of Quantities (BOQ)	The Bidder would like to request the Employer to provide a soft data (excel format) of the Bill of Quantities (BOQ).	A soft data (excel format) will be made available to Bidders.
15	Section IV, Page BOQ-7, Bid Price – Summary of Schedules	Please confirm our understanding that the total local currency and foreign currency amount in the Bid Price – Summary of	The Bidder's understanding is correct.



**Metro Manila Subway Project Phase 1**  
**Package CP104: Two Underground Stations (Ortigas North and Ortigas South) and Tunnels**

ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
		Schedules shall be carried forward to Letter of Price Bid.	
<b><i>Volume III Part 2: Works Requirements</i></b>			
16	8 Drawings, Page UT-CE-GN-0003, TBM Arrangement (CP104 Section)	Even NATM area, groundwater level is higher than tunnel depth. Is it possible to execute NATM only with Fore-Piling method and steel arch support?	NATM construction design is temporary works design. It should be determined by contractor.
17	8 Drawings, Page UT-CE-GN-0003, TBM Arrangement (CP104 Section)	Isn't it necessary construction supporting method during Shield Tunnel Boring for the soil under Pasig River?	TBM construction design is temporary works design. It should be determined by contractor.
18	8 Drawings, Page GN-CE-0001, GN-CE-0003, General Alignment Drawing sheet 1/6, 3/6	Around 2 stations, has the site Right of Way been already completed?	No
<b><i>Volume IV Part 3: Conditions of Contract and Contract Forms</i></b>			
19	Section VIII, Page PC-11, P.C. 4.2Performance Security	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)?	Sumitomo Mitsui Banking Corporation is acceptable.
20	Section VIII, Page PC-11, P.C. 4.2Performance Security	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 proportionate to each JV member's share of the works.	No, the Bidder's request for each member of the JV to submit Performance Security separately under the name of the JV with the Security amount proportionate to each JV

Metro Manila Subway Project Phase 1 Package CP104: Two Underground Stations (Ortigas North and Ortigas South) and Tunnels			
ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
			member's share of the works is <u>not</u> acceptable. The Performance Security shall be submitted in accordance with SECTION IX ANNEX TO PARTICULAR CONDITIONS- CONTRACT FORMS
21	Section IX, Page CF-10 Annex 4, Form of Bank Guarantee for Advance Payment	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)?	Sumitomo Mitsui Banking Corporation is acceptable.
22	Section IX, Page CF-10 Annex 4, Form of Bank Guarantee for Advance Payment	Bidder would like to clarify if each member of the Joint Venture (JV) can submit Advance Payment Security separately under the name of the JV with Security amount proportionate to each JV member's share of the works.	No, the Bidder's request for each member of the JV to submit Advance Payment Security separately under the name of the JV with the Security amount proportionate to each JV member's share of the works is <u>not</u> acceptable. The Advance Payment Security shall be submitted in accordance with SECTION IX ANNEX TO PARTICULAR CONDITIONS- CONTRACT FORMS.
23	Section IX, Page CF-12 Annex 5, Form of Bank Guarantee	Bidder would like to know if the Employer may accept the Retention Money Security issued by Sumitomo Mitsui Banking	Sumitomo Mitsui Banking Corporation is acceptable.



**Metro Manila Subway Project Phase 1**  
**Package CP104: Two Underground Stations (Ortigas North and Ortigas South) and Tunnels**

ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
	for Retention Money	Corporation whose head office is in Tokyo Japan and has a branch in Manila Philippines or from Metropolitan Bank and Trust Company (Metrobank)?	
24	Section IX, Page CF-12 Annex 5, Form of Bank Guarantee for Retention Money	Bidder would like to clarify if each member of the Joint Venture (JV) can submit Retention Money Security separately under the name of the JV with the Security amount proportionate to each JV member's share of the works.	No, the Bidder's request for each member of the JV to submit Retention Money Security separately under the name of the JV with the Security amount proportionate to each JV member's share of the works is <u>not</u> acceptable.  The Retention Money Security shall be submitted in accordance with SECTION IX ANNEX TO PARTICULAR CONDITIONS- CONTRACT FORMS.
25	Section VIII Particular Conditions, Page PC-5, Sub-Clause 18.2 (d) Maximum amount of deductibles for insurance of the Employer's risks	May the Employer and the Contractor agree an appropriate deductible amount in the case of the deductible amount as specified in Sub-Clause 18.2 (d) of Particular Conditions, being not accepted by the global reinsurance market?	Contract Data of 18.2 (d) shall be observed. But, if necessary, further discussion would be possible at the contract negotiation stage.
26	Section VIII, Page PC-9, 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 the amount subjected to the sum insured?	It is not necessary to consider VAT with respect to the amount subjected to the sum insured.

*Volume V Part 4 Relevant Information One set of CD's (Read Only) copy*



**Metro Manila Subway Project Phase 1**  
**Package CP104: Two Underground Stations (Ortigas North and Ortigas South) and Tunnels**

ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
27	Volume V CP104 Reference rev3.20200503, Page 20,21 of 30, Figure.1 Groundwater level along MMSP alignment, Figure.2 Seasonal Change at the observation wells	Is the groundwater level existing such high position? Could you share the correlation data between Figure 1 and Figure 2?	The ground water level data might include drilling water during soil investigation. Employer suggests contractor to get consultation from local contractor, if necessary.



**Metro Manila Subway Project Phase 1  
PACKAGE CP104 (Ortigas North and Ortigas South)**

ITEM NO.

REFERENCE  
CLAUSE/SECTION

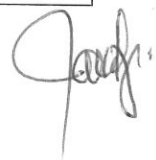
ADDENDUM No. \_\_

*Volume I, Part 1 – Bidding Procedures*

1	Section I, Page BDS-2, Instructions to Bidders (ITB), ITB 6.5	<p><b>Add the following new item to ITB 6.5:</b></p> <p>g) Traffic Assessment Survey Report</p> <p>See Annex-C for the details.</p>
2	Section I, Page EQC-3, Evaluation and Qualification Criteria, 1.1.3 Programme	<p><b>Please add the following underlined wording for sub-item (2) of 1.1.3 Programme:</b></p> <p>(2 Compliance with Time for <u>achieving Key Dates.</u></p>

*Volume IA Part 1: Bill of Quantities (BOQ)*

3	Section IV Bidding Form Bill of Quantities (BOQ), Page BOQ-230, Schedule 3 Provisional Sum	<p><b>Add the following new PS8:</b></p> <p>(PS8) <u>Provision of Assistance for Acquisition of Right of Way (ROW) Access</u></p> <p>This Contractor may be required to provide assistance to the Employer in acquisition Prof ROW access. This Provisional Sum is for expenses incurred by the Contractor for such work.</p> <table border="1" data-bbox="683 973 1836 1372"> <thead> <tr> <th rowspan="2">Item No.</th> <th rowspan="2">Description</th> <th colspan="2">Amount</th> </tr> <tr> <th>Foreign Currency</th> <th>PHP</th> </tr> </thead> <tbody> <tr> <td>PS1</td> <td>Public Relations and Community Relations</td> <td></td> <td align="right">3,000,000</td> </tr> <tr> <td>PS2</td> <td>Fee of Dispute Board's Member and expenses, one-half of Employer's cost estimate of Dispute Board</td> <td></td> <td align="right">50,000,000</td> </tr> <tr> <td>PS 3</td> <td>Demolition of Structures and Obstruction and Protection, relocation, diversion and/or</td> <td></td> <td align="right">60,000,000</td> </tr> </tbody> </table>	Item No.	Description	Amount		Foreign Currency	PHP	PS1	Public Relations and Community Relations		3,000,000	PS2	Fee of Dispute Board's Member and expenses, one-half of Employer's cost estimate of Dispute Board		50,000,000	PS 3	Demolition of Structures and Obstruction and Protection, relocation, diversion and/or		60,000,000
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**Metro Manila Subway Project Phase 1  
PACKAGE CP104 (Ortigas North and Ortigas South)**

ITEM NO.	REFERENCE CLAUSE/SECTION	ADDENDUM No. __			
			support and reinstatement of the utilities, if instructed by the Engineer		
		PS 4	DOTr Training		15,000,000
		PS 5	GS137 Training		15,000,000
		PS 6	Archaeological Monitoring		50,000,000
		PS 7	Project Management Information System (PMIS) /Common Data Environment		20,000,000
		PS8	Assistance for ROW Access Acquisition		250,000,000

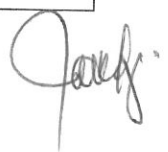
*Volume II Part 2: Works Requirements  
General Specification (GS)*

4	Section VI, General Specifications 102 ABBREVIATION /DEFINITIONS Combined Services Drawings	<p><b>Revise the definition of "Combined Services Drawings" as underlined below:</b></p> <p>Combined Services Drawings means those drawings showing the locations, layouts and sizes of all services <u>prepared by the Contractor (CP104 Contractor) after having coordinated the Works with CP106 Interface Contractor for the purpose of eliminating clashes.</u></p>
5	Section VI, General Specifications 119.3.2 Working Drawings	<p><b>Add the following new paragraph after the 1<sup>st</sup> paragraph:</b></p> <p>Whenever considered necessary to do so for the satisfactory completion of both the Works and the works done or to be done by the Interface Contractors or the External Interfacing Parties, the Contractor shall, at no additional payment and/or no extension of the Time for Completion, make supplemental design or modify the Employer's design, as the case may be, and prepare the Working Drawings accordingly showing his proposed supplemental design or modified Employer's design together with the details as to how to execute the relevant works, including, but not limited to, the anchoring/fixing/suspension systems acceptable to the respective Interface Contractor and/or External Interfacing Party(ies). Refer to GS 126.1 for the Contractor's responsibility for coordinating</p>

Metro Manila Subway Project Phase 1 PACKAGE CP104 (Ortigas North and Ortigas South)		
ITEM NO.	REFERENCE CLAUSE/SECTION	ADDENDUM No. __
		<p>his own works with the works done or to be done by the Interface Contractors and/or External Interfacing Party(ies).</p> <p>In this regard, the Contractor shall submit his proposed Working Drawings and a statement of the reasons why such supplemental design and/or modified Employer's design are required to be made along with the relevant engineering data and the information including various test data and those obtained from the respective Interface Contractor and/or External Interfacing Party(ies). Refer to GS 102 for the definition of "External Interfacing Parties" with whom the Contractor takes responsibility for coordinating the Works.</p>
6	<p>Section VI, General Specifications 102 ABBREVIATION /DEFINITIONS External Interfacing Parties</p>	<p><b>Delete the sentence below:</b> The term "External Interfacing Parties" is separate undertakings to the Contractor's obligations, to co- ordinate and interface its design, construction, equipment installation, testing and integration testing of M&amp;E Building Services with Interface Contractors.</p>
7	<p>Section VI, General Specifications 102 ABBREVIATION /DEFINITIONS</p>	<p><b>Add a new definition of "Interface Contractor or Interfacing Contractor (as the case may be)"</b> Interface Contractor or Interfacing Contractor (as the case may be) means those contractors, other than the Contractor, employed by the Employer who are carrying out, or will carry out, Interface Works on other MMSP Contract Packages. The Contractor shall identify all such Interface Contractors in the Interface Maintenance Plan as and when they have become available. For the purpose of this clause, the Interface Contractors for CP104 are CP103 Contractor (civil package), CP105 Contractor (civil package) and CP106 Contractor (railway system package) respectively.</p>
8	<p>Section VI, General Specifications 102 ABBREVIATION /DEFINITIONS Works Programme</p>	<p><b>Revise the definition of "Works Programme" as underlined below:</b>  Work Programmemeans the Contractor's Works programme, as detailed in <u>GS110</u> hereto,</p>

**Metro Manila Subway Project Phase 1**  
**PACKAGE CP104 (Ortigas North and Ortigas South)**

ITEM NO.	REFERENCE CLAUSE/SECTION	ADDENDUM No. ___
9	Section VI Works Requirements General Specifications (GS) 138 SUPPLY OF SPARE PARTS, SPECIAL TOOLS, TEST EQUIPMENT AND CONSUMABLE	<p>Please add the following new definition of Contractor's Maintenance Period at the end of item (c) of Sub-Clause 138.1 Details of Supply.</p> <p>Contractor's Maintenance Period means as follows:</p> <p>The initial two (2) years for building facilities &amp; equipment starting on the day following the issuance of Taking-Over Certificate. Throughout the Maintenance Period the Contractor shall be responsible for ensuring that the Works remain fit for the purposes for which they are intended by servicing and maintaining in faultless state, 24-7 uninterrupted, running condition all Equipment and Systems included in the Contract. The Contractor shall guarantee under any circumstances the reliability of his Services.</p>
<i>Volume IV. Part 3 - Conditions of Contract and Contract Forms</i>		
10	Section VIII Particular Conditions, Page PC-8	<p>Add the following new Attachment 2A and 2B:</p> <p>ATTACHMENT-2A TO PART A : CONTRACT DATA OF PARTICULAR CONDITIONS OF CONTRACT</p> <p>PROVISION OF TBM RETRIEVAL WINDOWS TO THE CP103 CONTRACTOR AT ORTIGAS NORTH STATION</p> <p>ATTACHMENT-2B TO PART A : CONTRACT DATA OF PARTICULAR CONDITIONS OF CONTRACT</p> <p>PROVISION BY THE CP105 CONTRACTOR FOR TBM RETRIEVAL AT KALAYAAN STATION</p> <p>See Annex-C for the details.</p>



Metro Manila Subway Project Phase 1 PACKAGE CP104 (Ortigas North and Ortigas South)		
ITEM NO.	REFERENCE CLAUSE/SECTION	ADDENDUM No. __
<i>Volume III Part2: Works Requirements</i>		
11	Section VI Works Requirements- Employer's Drawings (DRW)	<p><b>Ortigas South Station Plaza March 2020</b> Remove two drawings below because this is out of CP104 scope</p> <ul style="list-style-type: none"> <li>- SPL-E-OS-5036 OSS Plaza Site CCTV System Layout (Sheet 1 of 2)</li> <li>- SPL-E-OS-5037 OSS Plaza Site CCTV System Layout (Sheet 2 of 2)</li> </ul> <p><b>MEP Drawings Ortigas South Station August 2020</b> Replace the drawing below :</p> <ul style="list-style-type: none"> <li>- STN-MEP-ELL-OS-3230 Ortigas South Satation EL Small Power Layout-Platform Level Overall Layout</li> </ul> <p><b>MEP Drawings Ortigas North Station August 2020</b> Replace the drawing below :</p> <ul style="list-style-type: none"> <li>- STN-MEP-PLD-ON-0301Ortigas North Station Sewage System List of Drawings</li> </ul>
12	Section VI Works Requirements General Specifications APPENDIX 8 DIGITAL ENGINEERING EMPLOYER'S INFORMATION REQUIRREMENTS Page 18	<p><b>BIM Appendix 8 – BIM Technical Requirement (Software Platform)</b></p> <p>BIM Modelling / Scheduling Interaction software platform for BIM Technical Requirements will be <u>Bentley Navigator / Navisworks / Synchro.</u></p> <p>Please see updated <b>MMSP BIM EIR Appendix 8 Version 3 Rev. C</b></p>

Metro Manila Subway Project Phase 1  
PACKAGE CP104 (Ortigas North and Ortigas South)

ITEM NO.	REFERENCE CLAUSE/SECTION	ADDENDUM No. __
13	Section VI Works Requirements General Specifications APPENDIX 8 DIGITAL ENGINEERING EMPLOYER'S INFORMATION REQUIREMENTS Page 26	<b>BIM Appendix 8 – Project Management Information System / Common Data Environment Employer's Information Requirements</b>  Item 2.1.2.3 – updated title to <u>Project Finance Interfacing</u>  Please see updated <b>MMSP BIM EIR Appendix 8 Version 3 Rev. C</b>

