

Davao High Priority Bus System (HPBS)

Contract Package 05 (Diesel Bus) and Contract Package 06 (Electric Vehicle)

Responses to Requests for Clarification (RfC) – Batch 10

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request/proposed revised text	Response
3		Section 7		17.1 Taxes and Duties	For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.	<p>The payment term is CIP, means the supplier no need to be responsible for customs duty tax. But in this item, it said "shall be entirely responsible for all taxes". It is conflict.</p> <p>Who will pay for custom duty tax when the buses reach Philippines?</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>

58	CP 05	Section 1		ITB 14.6 (b)(i)		<p>Since the quote is CIP at bus depot in Davao City, is contract package 5 exempted from the payment of VAT, customs</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
----	-------	-----------	--	-----------------	--	---	--

63	CP 05			Under Price Schedule of Goods		Does the Sales and Other Taxes Per item include the 12% Value-Added Tax, sales tax?	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
69	CP 06	Section 4	4-2	Bid Submission Sheet	The total bid price from the price schedules should be entered by the bidder inside this box.	Price Schedule for Goods to Be Offered from Outside the Purchaser's Country indicated prices in FOB and CIF/ CIP, while the Bid Submission Sheet only indicated one figure for the total	As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser). No other INCOTERM is allowed.

						bid price. We wish to seek clarification on which final figure to use – CIP/CIF or FOB. Is this an option for the Supplier?	
123	CP 06					Is the contract package exempted from the payment of VAT and customs duties and any other tax, which also include but not limit to the tow truck, service vehicles, tools, and all the spare parts in the life cycle?	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>

137	CP 06	Section 1	1-19	36. Evaluation and Comparison of Bids		<p>In this section, in the case of SERVICES offered from outside Philippines, please clarify which side will pay the related taxes and fees?</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
-----	-------	-----------	------	---	--	--	--

152	CP 06	Section 7	7-8	17. Taxes and Duties	<p>117.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.</p>	<p>In the case of Goods offered from outside the Philippines, please clarify which side will pay the customs tariff ? Please confirm under CIP term, the tariff shall not be paid by the Supplier, so who will pay the tariff ?</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
167	CP 06	Vol 2, Sec 6 Atch 1	6-A1-70	A6.1 Parts and Supply		<p>We wish to seek clarification if we can provide the 40kW slow-charger unit instead of the 50KW slow-charger unit in the parts list.</p>	<p>No, the Slow Charger requirements for a 50 kW minimum charger remain per the Section 6 – Atch-1 General Requirements – Appendix 6</p>

181	CP 05	Section 1	1-11	14.6(b)(iii)	Bid Prices and Discounts	<p>For goods offered from outside the Purchaser's country, does the total price should include Philippine custom duty and tax and valued-add tax? please kindly confirm.</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
-----	-------	-----------	------	--------------	--------------------------	--	--

189	CP 06	Section 1	1-11	14.6(b)(iii)	Bid Prices and Discounts	For goods offered from outside the Purchaser's country, does the total price should include Philippine custom duty and tax and valued-add tax? please kindly confirm.	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
199	CP 06	Section 6 - Atch-2 Tech Spec	6-A2-28	11.9 Wheel Arch Liners	a) All wheel arches fitted with tire blow out protection liners.	Would you clarify what is the wheel arches fitted with tire blow out protection liners? Is there a demo picture ?	The tire blow out protection liners shall be located inside the wheel arches and should be made from plastic or another suitable material to prevent debris from a tire blow out causing excessive damage to the structure, flooring, or panels of the bus.

See example image below for reference:



363	CP 05 & CP 06	Section 2	2-2	ITB14.6(b)(i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser)	1. We seek clarification on who will be responsible for custom clearance and related works. 2. Please clarify on who will bear the relevant expenses incurred in the processing of import customs clearance, including but not limited to customs duties, brokerage fee and import value-added tax? 3. Kindly please clarify if the bidder needs to include the customs duties, VAT and other related costs into the final price quoted by the Bidder in the Bid Submission Sheet	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
-----	------------------	-----------	-----	---------------	--	---	--

365	CP 05 & CP 06	Section 4	4-6	Price Schedule for Goods to Be Offered from Outside the Purchaser's Country		<p>1. We seek clarification on who will be responsible for custom clearance and related works.</p> <p>2. Please clarify on who will bear the relevant expenses incurred in the processing of import customs clearance, including but not limited to customs duties, brokerage fee and import value-added tax?</p> <p>3. Kindly please clarify if the bidder needs to include the customs duties, VAT and other related costs into the final price quoted by the Bidder in the Bid Submission Sheet</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
-----	------------------	-----------	-----	---	--	--	--

369	CP 05 & CP 06	Section 6 - Schedule of Supply	6-4	Delivery and completion schedule		<p>Generally, under the delivery term of CIP, related works of custom clearance is responsibility of the purchaser. Please advise the duration for the custom clearance for our delivery schedule. We suggest If the custom clearance impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, we suggest to provide 2-3 months allowance of the Delivery Dates and Completion Dates and the other obligations.</p> <p>The Purchaser (DOTr) will be responsible for the payment of Goods customs clearance process as per the CIP INCOTERM. Suppliers should allow 8 weeks duration for the customs clearance process to be completed, from port arrival to Bus Depot or Warehouse.</p>
-----	------------------	--------------------------------------	-----	--	--	---

389	CP 05				<p>Import Duties</p>	<p>As a government contract, is there any consideration to waive full import duties and VAT on vehicles supplied from outside of purchasers country?</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser’s country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser’s country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser’s country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser’s country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser’s country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
-----	-------	--	--	--	----------------------	--	--

415	CP 06	Section-1		14.6 (b) for Goods offered from outside the Purchaser's country:	(i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;	Are local taxes paid by the Purchaser?	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
-----	-------	-----------	--	--	---	--	--

417		Part II Requirements Section 6- Schedule of Supply Attachment 1:General Requirements	6- A1- 32	Appendix 1 A1.2.2	Pre-delivery Tests	<p>d) Delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Supplier. An executed copy of the authorization shall accompany the delivery of each bus. g) The pre-delivery tests shall be scheduled and conducted within thirty (30) days' notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. j) Typically, the Supplier performs its own quality assurance inspections following assembly line completion before releasing each bus to the resident inspectors.</p> <p>i) The typical</p>	The Resident Inspectors will be provided by the Purchaser to oversee the bus manufacture on their behalf. All costs for the Resident Inspectors shall be the responsibility of the Purchaser.
-----	--	---	-----------------	----------------------	-----------------------	--	---

					<p>inspections performed on each bus by the resident inspectors are detailed in subsequent sections.</p> <p>Please kindly clarify the “resident inspectors”. Will the resident inspectors been dispatched by the Purchaser? Who will take care the cost of the resident inspector</p>	
498	CP 05	11.5 Rails & Stanchions	28	11. INTERIOR	<p>c) All handrails and stanchions at the front doorway, around the farebox, and at interior steps for bi-level designs shall be powder-coated in a high-contrast</p>	<p>Request for PVC Coated Tubes</p> <p>The request to modify the handrail & stanchion diameter requirement is denied. It remains as specified in Diesel Bus - Section 6 - Atch-2 Technical Specification - Section 11.5 and EV Bus - Section 6 - Atch-2 Technical Specification - Section 12.5</p>

					yellow color.All other handrails and stanchion shall be stainless steel.	
539	CP 05 & 06			Taxes	<p>1. We seek clarification if the project payment will pay the VAT on the prices. Or is it VAT free project?</p> <p>2. Will creditable income withholding tax (expanded) be withheld for payments to supplier for goods and related services?</p> <p>3. If applicable, what is the rate for the creditable income withholding tax(expanded)?</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore any Goods related to duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service related to taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>

548	CP 06					Payment term to end-customer(s): xx days after delivery and acceptance	As specified in Section 7 - GCC (16.3), "Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it"
550	CP 06					Guarantees requested by the tender (bid-bond, performance bond,...)	As specified in Section 2 - BDS (ITB 21.1), "The Bidder shall furnish a bid security in the amount of Five Hundred Million Philippine Pesos (PHP 500,000,000). "
551	CP 06					Penalties / juridical risk	The Contract Liquidated Damages (LD) is specified in Section 8 - SCC (GCC 27.1). All Bidders will need to make their own individual risk assessment associated with pursuing this procurement opportunity.
552	CP 06	Section 3: Evaluation and Qualification Criteria	3-Jun	2.3 Experience and Technical Capacity 2.3.1 Contractual Experience	Successful completion as main supplier within the last three (3) years, of at least two (2) contracts each valued at USD\$50 million with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	Does the term "within the last three (3) years means 2021, 2020 and 2019? Can we suggest to extend covered period from three (3) years TO SIX (6) years? Due to pandemic, there are limited orders and successful deliveries for the last three (3) years	The contractual experience requirements remain as per the bidding documents Section 3. Evaluation and Qualification Criteria, 2.3.1 Contractual Experience. "The last three (3) years" shall be interpreted as the timeframe immediately prior to the deadline for submission of bids specified in ITB 24.1.

553	CP 06	Section 3: Evaluation and Qualification Criteria	3- Jun	2.3 Experience and Technical Capacity 2.3.1 Contractual Experience	Successful completion as main supplier within the last three (3) years, of at least two (2) contracts each valued at USD\$50 million with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	Does a combined or multiple contracts with a single buyer with total contract value of at least USD\$50 million be allowed? If three(3) years, can we possible suggest to lower the value of each contracts from USD\$50 million to USD\$25 million?	The contractual experience requirements remain as per the bidding documents Section 3. "Complexity similar to the scope of supply" in Section 6 includes an 18 meter electric transit bus OR alternatively, the required value and contracts of electric transit buses of more than 12 meters in length AND the required value and contracts of 18 meter articulated transit buses regardless of propulsion. Below are two examples to illustrate acceptable contractual experience: #1: USD50+ million contract that includes USD50 million of 18-meter articulated electric buses. #2: USD50+ million contract that includes USD50 million of 12+-meter electric buses AND a separate USD50+ million contract that includes USD50 million+ of 18-meter articulated buses of any propulsion (i.e., diesel, compressed CH4, etc). Two contracts of example #1 will meet the criteria; two contracts of example #2 will meet the criteria; one contract of example #1 and #2 will meet the criteria.
-----	-------	--	-----------	---	---	---	---

CP 06	Vol 1, Sec. 2	ITB 14.6 (b) (i)	Preparation of Bids	<p>For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser)</p> <p>Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country provided In Section 4 (Bidding Forms). These costs will be taken into account</p>	<p>The ITB mentioned that quote shall use CIP at Bus Depot designated for Goods offered outside the Purchaser's country. The CIP price includes the cost for inland transportation, insurance and other incidental cost for delivery of goods up to the Bus Depot. While in Section 3- 1.3.1.1, it mentioned that we have to provide cost for the inland transportation, insurance and other incidental cost for delivery of goods up to the Bus Depot in the Schedule of Supply. We wish to seek clarification on whether Section 3- 1.3.1.1 is necessary if the quoted price is in CIP</p>	<p>For any Bidder supplying Goods outside the Purchasers country, the Bidder should include the breakdown of CIP transportation and insurance costs in the Section 4 (Bidding Forms), including the component related to inland transportation, insurance, and other incidental costs for delivery of the Goods from the port of entry to the Project Site. For clarity there should be no duplication of any transportation and insurance costs in either the Section 4 (Bidding Forms) or Bid Price.</p>	<p>For any Bidder supplying Goods outside the Purchasers country, the Bidder should include the breakdown of CIP transportation and insurance costs in the Section 4 (Bidding Forms), including the component related to inland transportation, insurance, and other incidental costs for delivery of the Goods from the port of entry to the Project Site. For clarity there should be no duplication of any transportation and insurance costs in either the Section 4 (Bidding Forms) or Bid Price.</p>
-------	---------------	---------------------------	---------------------------	---	--	--	--

				during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price			
--	--	--	--	--	--	--	--

Davao High Priority Bus System (HPBS)

Contract Package 05 (Diesel Bus) and Contract Package 06 (Electric Vehicle)

Responses to Requests for Clarification (RfC) – Batch 11 & 12

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Draft Response
140	CP 06	Section 6 - Schedule of Supply (Attachment 1 – General Requirements)	6-A 1-14	8.1 Project Start- up Period Maintenance Services	(a) The start of HPBS Operations is planned to commence in August 2023.	If HPBS Operations is planned to commence in Aug 2023, is there any fixed or planned month for the contract signing also?	<p>The "Delivery and Completion Schedule" in Section 6 (Schedule of Supply) has been revised with the following "Required Arrival Date of Goods":</p> <ol style="list-style-type: none"> 1. First Full Prototype - 35 weeks from date of Contract Award 2. First Batch (25%) - 55 weeks from date of Contract Award 3. Second Batch (25%) - 61 weeks from date of Contract Award 4. Third Batch (25%) - 67 weeks from date of Contract Award 5. Fourth Batch (25%) - 73 weeks from date of Contract Award <p>The Contract Award Date is expected to occur in December, 2022.</p> <p>The "HPBS Operational Day 1" is expected to occur in April, 2024, however this will be a partial operational commencement with approximately 20-25% of the total bus fleet for each CP-05 and CP-06 package. The HPBS Operations will be ramped up over a five (5) month period, with the full "HPBS Operational Day 2" date with the</p>

						<p>complete bus fleet of CP-05 and CP-06 packages expected to commence in September, 2024. The complete five (5) year of maintenance services will commence from the "HPBS Operational Day 2" date, however the Supplier will still be required to provide initial maintenance services from the acceptance of the first bus delivered onsite at Davao City, and these "Project Start-up Maintenance Services" continue through to completion of project start-up activities including the bus Driver Training program which is expected to continue past the start of Partial HPBS Project Operations ("Day 1 Operations"). In addition to the Project Start-up Maintenance Services, the Supplier will now also be required to deliver "Partial Project Operations Maintenance Services" during the period beginning with the Partial HPBS Project Operations ("Day 1 Operations") through to the start of the Complete HPBS Project Operations ("Day 2 Operations").</p> <p>A Provisional Sum has been allocated to cover both the "Project Start-up Maintenance Services" period and the "Partial Project Operations Maintenance Services" period so the Bidder shall not include any additional maintenance service costs for these service periods other than the specified Provisional Sum (Project Start-up Maintenance Services and Partial Project Operations Maintenance Services).</p>
--	--	--	--	--	--	--

							<p>No Liquidated Damages (LDs) specified in SCC (GCC - 27.1) for Fleet Availability Minimum Requirements and Service Disruption requirements shall apply during the Project Start-up Maintenance Service period and the Partial Project Operations Maintenance Service period, however these LDs shall still apply during the five (5) maintenance service period ("Complete Project Operations Maintenance Services").</p> <p>The revised "Delivery and Completion Schedule" dates, "Project Operations Maintenance Services" and LD applicability have been updated in the amended Section 6 (Schedule of Supply), Attachment 1 (General Requirements) and Section 8 (SCC).</p>

14 0	CP 06	Section 6 - Schedule of Supply (Attachment 1 – General Requirements)	6-A1- 14	8.1 Project Start- up Period Maintenanc e Services	(a) The start of HPBS Operations is planned to commence in August 2023.	If HPBS Operations is planned to commence in Aug 2023, is there any fixed or planned month for the contract signing also?	<p>The "Delivery and Completion Schedule" in Section 6 (Schedule of Supply) has been revised with the following "Required Arrival Date of Goods":</p> <ol style="list-style-type: none"> 1. First Full Prototype - 35 weeks from date of Contract Award 2. First Batch (25%) - 55 weeks from date of Contract Award 3. Second Batch (25%) - 61 weeks from date of Contract Award 4. Third Batch (25%) - 67 weeks from date of Contract Award 5. Fourth Batch (25%) - 73 weeks from date of Contract Award <p>The Contract Award Date is expected to occur in December, 2022.</p> <p>The "HPBS Operational Day 1" is expected to occur in April, 2024, however this will be a partial operational commencement with approximately 20-25% of the total bus fleet for each CP-05 and CP-06 package. The HPBS Operations will be ramped up over a five (5) month period, with the full "HPBS Operational Day 2" date with the complete bus fleet of CP-05 and CP-06 packages expected to commence in September, 2024. The complete five (5) year of maintenance services will commence from the "HPBS Operational Day 2" date, however the Supplier will still be required to provide initial maintenance services from the acceptance of the first bus delivered onsite at Davao City, and these "Project Start-up Maintenance Services" continue through to completion of project start-up activities including the bus Driver Training program which is expected to</p>
---------	-------	---	-------------	--	--	---	---

						<p>continue past the start of Partial HPBS Project Operations ("Day 1 Operations"). In addition to the Project Start-up Maintenance Services, the Supplier will now also be required to deliver "Partial Project Operations Maintenance Services" during the period beginning with the Partial HPBS Project Operations ("Day 1 Operations") through to the start of the Complete HPBS Project Operations ("Day 2 Operations").</p> <p>A Provisional Sum has been allocated to cover both the "Project Start-up Maintenance Services" period and the "Partial Project Operations Maintenance Services" period so the Bidder shall not include any additional maintenance service costs for these service periods other than the specified Provisional Sum (Project Start-up Maintenance Services and Partial Project Operations Maintenance Services).</p> <p>No Liquidated Damages (LDs) specified in SCC (GCC - 27.1) for Fleet Availability Minimum Requirements and Service Disruption requirements shall apply during the Project Start-up Maintenance Service period and the Partial Project Operations Maintenance Service period, however these LDs shall still apply during the five (5) maintenance service period ("Complete Project Operations Maintenance Services").</p> <p>The revised "Delivery and Completion Schedule" dates, "Project Operations Maintenance Services" and LD applicability have been updated in the amended Section 6</p>
--	--	--	--	--	--	--

							(Schedule of Supply), Attachment 1 (General Requirements) and Section 8 (SCC).
197	CP 06	Section 6 - Atch-2 Tech Spec	6-A 1- 25	11.1 Doors	g) Overhead illumination of door opening areas shall be provided at minimum 150 lux levels.	What would be the testing standards?	The light level shall be measured at a distance of 1m from the light source. However, no specific testing standard is required. The Bus Supplier should maintain documentation from the lighting vendor certifying the fixture meets the specification.
217	CP 05 & CP 06	Section 8		GCC 16.1 Payment	Payment of the Contract Price shall be made in the following manner: For Goods and Related Services supplied from outside the Purchaser's country For Goods and Related Services supplied from within the Purchaser's country	As our understanding, we are the foreign bidder, so only the Payment Term of "For Goods and Related Services supplied from outside the Purchaser's country" are applicated for us.	Regardless of whether the Supplier is based within or outside the Purchaser's country (Philippines), the payment terms specified in "Section 8 (GCC 16-.1 - Payment Term) - For Goods and Related Services supplied from outside the Purchaser's country" shall only apply for Goods that are supplied outside the Philippines (i.e.. require international shipping and importation), however for any Goods supplied directly from within the Philippines, the alternative payment terms "Section 8 (GCC 16-.1 - Payment Term) - For Goods and Related Services supplied from within the Purchaser's country" shall apply.

336	Contract No.05	Section 6 - Attachment 1 - General Requirements	6-A 1-23	9.1.1 On-Going Parts Availability Guarantee	c) Prices shall not exceed the Supplier's then-current published catalog prices.	Generally, the price of parts shall be adjusted per the cost of materials and exchange rate of currency every year. We suggest the Supplier shall update catalog prices of parts every year. c) The Supplier shall publish the updated prices of spare parts on annual basis.	For the 'On-Going Parts Availability Guarantee' requirements given in the General Requirements Section 9.1.1, the price of the parts shall not exceed the price in the Supplier's catalogue at the time the part is ordered. It is up to the Supplier how often they update their catalogue.
338	Contract No.05	Section 6 - Attachment 1 - General Requirements	6-A 1-26	10.0 DRIVER TRAINING PROGRAM	g) The training program topics will include. i. Driving skills ii. Traffic regulations iii. Safety iv. Emergency protocols v. Customer service vi. Public transport license testing	We seek clarification if the Supplier shall be responsible for these training programs. Generally, these topics shall be provided by the Bus operators and the Supplier will focus on Bus Operations.	<p>Driver Training The Bus Supplier is only responsible for the Bus Operations Module of the driver training program. This module is detailed in Section 6 Atch-1 General Requirements Section 10.1. The Supplier is not required to provide training directly to Bus Operator bus drivers, however as per Section 6 Atch-1 General Requirements Section 10.1, the Supplier is required to deliver training manuals and "train the trainer" training to the Bus Operator training staff, and the Bus Operator training staff will then be responsible for the training of all bus driver. The Bus Operator will be responsible for the other driver training modules (driving skills, traffic regulations etc.).</p> <p>General Maintenance Staff Training The Bus Supplier is responsible for training their own staff to provide the maintenance and servicing under the five year maintenance contract.</p> <p>Maintenance Service Transfer Staff Training.</p>

							As part of maintenance servicing transfer towards the end of the five-year maintenance contract the Bus Supplier is responsible for providing training to Bus Operators staff to prepare them for taking over the maintenance of the vehicle fleet. This training is detailed in Section 6 Atch-1 General Requirements Section 9.4
347	Contract No.06	Section 6 - Attachment 1 - General Requirements	6-A 1-28	10.0 DRIVER TRAINING PROGRAM	g) The training program topics will include. i. Driving skills ii. Traffic regulations iii. Safety iv. Emergency protocols v. Customer service vi. Public transport license testing.	We seek clarification if the Supplier shall be responsible for these training programs. Generally, these topics shall be provided by the Bus operators and the Supplier will focus on Bus Operations.	<p>Driver Training The Bus Supplier is only responsible for the Bus Operations Module of the driver training program. This module is detailed in Section 6 Atch-1 General Requirements Section 10.1. The Supplier is not required to provide training directly to Bus Operator bus drivers, however as per Section 6 Atch-1 General Requirements Section 10.1, the Supplier is required to deliver training manuals and "train the trainer" training to the Bus Operator training staff, and the Bus Operator training staff will then be responsible for the training of all bus driver. The Bus Operator will be responsible for the other driver training modules (driving skills, traffic regulations etc.).</p> <p>General Maintenance Staff Training The Bus Supplier is responsible for training their own staff to provide the maintenance and servicing under the five year maintenance contract.</p> <p>Maintenance Service Transfer Staff Training. As part of maintenance servicing transfer towards the end of the five-year</p>

							<p>maintenance contract the Bus Supplier is responsible for providing training to Bus Operators staff to prepare them for taking over the maintenance of the vehicle fleet. This training is detailed in Section 6 Atch-1 General Requirements Section 9.4</p>
390	CP 05				Contract Package	<p>Can this be split into supply of 13m vehicles only as the supply of both volumes of 13 and 9m buses increases the complexity to meet start of operations desired, and production capacities to deliver the volume? This would also relieve the necessity for Joint Venture which is a time consuming due diligence process.</p>	<p>The 13m and 9m diesel buses will remain under one contract in CP-05. However, it should be noted that the "Delivery and Completion Schedule" in Section 6 (Schedule of Supply) has been revised with the following "Required Arrival Date of Goods":</p> <ol style="list-style-type: none"> 1. First Full Prototype - 35 weeks from date of Contract Award 2. First Batch (25%) - 55 weeks from date of Contract Award 3. Second Batch (25%) - 61 weeks from date of Contract Award 4. Third Batch (25%) - 67 weeks from date of Contract Award 5. Fourth Batch (25%) - 73 weeks from date of Contract Award <p>The Contract Award Date is expected to occur in December 2022.</p> <p>The "HPBS Operational Day 1" is expected to occur in April 2024, however this will be a partial operational commencement with approximately 20-25% of the total bus fleet for each CP-05 and CP-06 package. The HPBS Operations will be ramped up over a five (5) month period, with the full "HPBS Operational Day 2" date with the complete bus fleet of CP-05 and CP-06 packages expected to commence in</p>

						<p>September 2024. The complete five (5) year of maintenance services will commence from the "HPBS Operational Day 2" date, however the Supplier will still be required to provide initial maintenance services from the acceptance of the first bus delivered onsite at Davao City, and these "Project Start-up Maintenance Services" continue through to completion of project start-up activities including the bus Driver Training program which is expected to continue past the start of Partial HPBS Project Operations ("Day 1 Operations"). In addition to the Project Start-up Maintenance Services, the Supplier will now also be required to deliver "Partial Project Operations Maintenance Services" during the period beginning with the Partial HPBS Project Operations ("Day 1 Operations") through to the start of the Complete HPBS Project Operations ("Day 2 Operations").</p> <p>A Provisional Sum has been allocated to cover both the "Project Start-up Maintenance Services" period and the "Partial Project Operations Maintenance Services" period so the Bidder shall not include any additional maintenance service costs for these service periods other than the specified Provisional Sum (Project Start-up Maintenance Services and Partial Project Operations Maintenance Services).</p> <p>No Liquidated Damages (LDs) specified in SCC (GCC - 27.1) for Fleet</p>
--	--	--	--	--	--	---

						<p>Availability Minimum Requirements and Service Disruption requirements shall apply during the Project Start-up Maintenance Service period and the Partial Project Operations Maintenance Service period, however these LDs shall still apply during the five (5) maintenance service period ("Complete Project Operations Maintenance Services").</p> <p>The revised "Delivery and Completion Schedule" dates, "Project Operations Maintenance Services" and LD applicability have been updated in the amended Section 6 (Schedule of Supply), Attachment 1 (General Requirements) and Section 8 (SCC).</p>
543					<p>Requesting to kindly extend the date for the submission of bidding documents from 13 July 2022 to 10 August 2022</p>	<p>The deadline for submission of bids as specified in Section 2 - BDS (ITB 24.1) for both CP-05 and CP-06 packages has been extended to 10:00 am on 16 September 2022 as per General Bid Bulletin No. 11 published on 28 July 2022.</p>
544					<p>1. which name is the Beneficiary? "Department of Transportation (DOTr)" or "Procurement Services - Department of Budget Management (PS-DBM)" or other one And. which is the address? "Procurement Service PS-DBM Compound, RR Road, Cristobal Street,</p>	<p>The name and address of the Beneficiary for the bid security shall be: Name: Republic of the Philippines - Procurement Service Address: Procurement Service, PS-DBM Compound, RR Road, Cristobal Street, Paco Floor/ Room number: N/A City: Manila ZIP code: 1007 Country: Philippines</p>

					Paco, Manila 1007 Philippines" or other one	
545					2.Can we specify a collection account which belongs to our Philippines local agent?For local maintenance training,homologation,registration and licensing,inland trasnport,insurance.	The choice of a collection account rests solely with the Supplier. However, the bidder is reminded that, with respect to the required Performance Security, GCC 18.3, as supplemented by the SCC, provides that, "in case the bank issuing the security is located outside the Purchaser's country, [the Supplier] shall have a correspondent bank located in the Purchaser's country to make it enforceable". Moreover, GCC 16.4 provides that payments shall be denominated only in the currencies that will be specified in the SCC which will be confirmed during contract negotiation (GCC 16.4).

546						<p>3. Who will pay for custom duty tax when the buses reach Philippines?</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance, and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore, the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore, any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p> <p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in</p>
-----	--	--	--	--	--	--	---

							<p>the Bid Price.</p> <p>Any Service-related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
547	CP 06	Section 4 – Bidding Forms	4-June	Price Schedule for Goods to Be Offered from Outside the Purchaser's Country	CIF or CIP Price	<p>Please clarify if VAT is Included or Excluded on CIF or CIP Price of goods.</p> <p>Can we suggest VAT excluded?</p>	<p>As specified in ITB 14.6 (b) (i), for Goods offered from outside the Purchaser's country (Philippines), the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser).</p> <p>For any Goods offered from outside the Purchaser's country (Philippines), and as required by Incoterm CIP the Supplier shall be responsible for all costs (including but not limited to transportation, insurance, and brokerage) required to deliver the Goods to the project site (Davao City) except for any import duties and local taxes payable on Goods imported into the Philippines, which together with the importation clearance process, shall be the responsibility of the Purchaser (DOTr). Therefore, the Bidders shall not include any Philippines related Goods importation duties and taxes (including Philippines Value Added Tax (VAT)) in the Bid Price. Furthermore, any Goods related duties and taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier per Section 7 (GCC 17.1) and should be included in the Bid Price.</p>

							<p>The Supplier shall be responsible for any Philippines VAT payable for any Goods or Services supplied inside the Purchaser's country (Philippines), however all VAT paid under the Contract shall be reimbursable, and therefore the Bidder shall not include any VAT costs in the Bid Price.</p> <p>Any Service-related taxes incurred outside the Purchaser's country (Philippines) shall be the responsibility of the Supplier and should be included in the Bid Price.</p>
554	CP 06	Section 1: Instructions to Bidders	Jan-15	24. Deadline for Submission Of Bids	24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS. Deadline for Submission of Bids: at 10:00am on Aug 12, 2022	<p>Due to current COVID policy in China, we would like to request extension on bid submission to a later date to give us enough time to prepare a more competent bid.</p> <p>May we suggest to move the bid submission schedule on Sept. ----, 2022?</p>	<p>The deadline for submission of bids as specified in Section 2 - BDS (ITB 24.1) for both CP-05 and CP-06 packages has been extended to 10:00 am on 16 September 2022 as per General Bid Bulletin No. 11 published on 28 July 2022.</p>
557	CP 06					<p>2. Regarding the service amount of the truck that we have to fulfil in page 7 in attached file. Is it need to cover 5 years bumper to bumper?</p>	<p>The Supplier is required to service and maintain all Goods supplied under the Contract (including the Tow Truck and other service vehicles) for the duration of the Contract period, including the Project Start-up Maintenance Services and Project Operations Maintenance Services (5 years).</p>

559	CP 06					<p>4. Do you have the configurations of tow truck and service truck that you required? There is no indication in tender book.</p>	<p>As the Supplier will be responsible for the movement of buses around the depot (tow tractor) and recovery of any broken-down buses in the field (tow truck) and on-road servicing (service vehicle) under the maintenance services specified in the Contract, it will be the responsibility of the Supplier to select the appropriate equipment required to support these tasks.</p>
560	CP 06					<p>5. Due to the total quantity is very big with very short production lead time, will you accept for multiple suppliers for this bidding?</p>	<p>As specified in Section ITB (4. Eligible Bidders) a Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture.</p> <p>A Joint Venture could be comprised of two bus manufacturers for the CP-05 package, however only one bus manufacturer for each bus type (9m Diesel and 13m Diesel) would be acceptable. For the CP-06 package, only one bus manufacturer for the 18m EV will be acceptable.</p> <p>Regarding the timeline, please note that the "Delivery and Completion Schedule" in Section 6 (Schedule of Supply) has been revised with the following "Required Arrival Date of Goods":</p> <ol style="list-style-type: none"> 1. First Full Prototype - 35 weeks from date of Contract Award 2. First Batch (25%) - 55 weeks from date of Contract Award 3. Second Batch (25%) - 61 weeks from

						<p>date of Contract Award</p> <p>4. Third Batch (25%) - 67 weeks from date of Contract Award</p> <p>5. Fourth Batch (25%) - 73 weeks from date of Contract Award</p> <p>The Contract Award Date is expected to occur in December 2022.</p> <p>The "HPBS Operational Day 1" is expected to occur in April 2024, however this will be a partial operational commencement with approximately 20-25% of the total bus fleet for each CP-05 and CP-06 package. The HPBS Operations will be ramped up over a five (5) month period, with the full "HPBS Operational Day 2" date with the complete bus fleet of CP-05 and CP-06 packages expected to commence in September 2024. The complete five (5) year of maintenance services will commence from the "HPBS Operational Day 2" date, however the Supplier will still be required to provide initial maintenance services from the acceptance of the first bus delivered onsite at Davao City, and these "Project Start-up Maintenance Services" continue through to completion of project start-up activities including the bus Driver Training program which is expected to continue past the start of Partial HPBS Project Operations ("Day 1 Operations"). In addition to the Project Start-up Maintenance Services, the Supplier will now also be required to deliver "Partial Project Operations Maintenance</p>
--	--	--	--	--	--	---

						<p>Services" during the period beginning with the Partial HPBS Project Operations ("Day 1 Operations") through to the start of the Complete HPBS Project Operations ("Day 2 Operations").</p> <p>A Provisional Sum has been allocated to cover both the "Project Start-up Maintenance Services" period and the "Partial Project Operations Maintenance Services" period so the Bidder shall not include any additional maintenance service costs for these service periods other than the specified Provisional Sum (Project Start-up Maintenance Services and Partial Project Operations Maintenance Services).</p> <p>No Liquidated Damages (LDs) specified in SCC (GCC - 27.1) for Fleet Availability Minimum Requirements and Service Disruption requirements shall apply during the Project Start-up Maintenance Service period and the Partial Project Operations Maintenance Service period, however these LDs shall still apply during the five (5) maintenance service period ("Complete Project Operations Maintenance Services").</p> <p>The revised "Delivery and Completion Schedule" dates, "Project Operations Maintenance Services" and LD applicability have been updated in the amended Section 6 (Schedule of Supply), Attachment 1 (General Requirements) and Section 8 (SCC).</p>
--	--	--	--	--	--	--

562	CP 06					7. According the bank guarantee, is it either fixed amount of 8M EUR or 10% of total offering price? Please confirm.	The bid security required is PHP 500,000,000 as specified in Section 2 - BDS (ITB 21.1). The Contract Performance Security is 10% percent of the Contract Price and shall be denominated in USD as specified in Section 8 - SCC (GCC - 18.1).
563	CP 06					8. As our production will be in Europe, what is the shipping term do you need?	As specified in Section 2 - BDS (ITB 14.6 (b) (i)) for Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIP (Davao City at Bus Depot designated by Purchaser)
564	CP 06					May we know if this deadline is fixed or having chance to postpone again in order to increase our opportunity to participate? Our proper time to submit would be another 3 months.	The deadline for submission of bids as specified in Section 2 - BDS (ITB 24.1) for both CP-05 and CP-06 packages has been extended to 10:00 am on 16 September 2022 as per General Bid Bulletin No. 11 published on 28 July 2022.

Davao High Priority Bus System (HPBS)

Contract Package 05 (Diesel Bus) and Contract Package 06 (Electric Vehicle)

Responses to Requests for Clarification (RfC) – Batch 13

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
284	Contract No.06	Section 6 - Atch-2 Tech Spec	6-A2-34	13.1.2 Battery & Thermal Management	<p>a) The battery shall be of a commercial design capable of operating in the transit agency environment.</p> <p>b) The battery shall be derived from established battery technology that has a field-proven track record of safe, reliable and durable operation in similar traction applications.</p> <p>c) The battery shall be supported by a full thermal management system to keep the batteries at optimal operational temperature to assure performance and long life over the environmental operating range.</p> <p>d) The thermal management system shall be independent and separate from the traction motor cooling system.</p> <p>e) When heat is required, an independent heating system specifically tailored to battery heating shall apply heat to the batteries.</p> <p>f) When cooling is required, an independent heating system specifically tailored to battery cooling shall cool the batteries.</p>	<p>Through battery protection & safety technology, it can ensure the safe operation of electric vehicle and greatly reduce the risk of thermal runaway of the battery in extreme cases. And the flame will not spread to the outside of the battery package within 2 hours, providing sufficient escape time for passengers and protect personnel safety.</p> <p>1. Should the battery protection & safety technology be adopted in the battery package, for example keeping battery in oxygen free environment?</p> <p>2. Should the minimum energy density of the battery package be required, for example 160wh/kg minimum?</p>	<p>1. The Bus Supplier is responsible to design and provide a complete powertrain, including on-vehicle battery storage, to meet all the required and referenced battery safety standards, regulations and specifications. Reference is specifically made to Section 6, Atch-2, 5.1 Electric Bus Standards a), b), c) and d). These safety standards are in addition to the vehicle performance and range standards identified in the specifications.</p> <p>2. The battery energy density is to be determined by the Bus Supplier to meet the operational requirements of the bus service.</p>

561	CP 06					<p>6. Are you accept the vehicle in Euro6?</p>	<p>As per Section 6, Atch-2, 12.1 Diesel Powertrain "The Supplier shall provide engines that, at a minimum, meet Euro V criteria." Euro VI engines are acceptable, however, as per the Suppliers Maintenance Service Requirements (5-year maintenance contract), the Bus Supplier will be responsible for specifying and then testing the fuel supply to ensure it complies with the engine fuel requirements. The Bidder should note that while Euro V compliant fuel is expected to be available, this may not be the case for Euro VI fuel. Any subsequent damage or degradation to the engine due to the limited or lack of supply of Euro VI compliant fuel is the Bidder's responsibility.</p> <p>In addition, as part of Section 6, Atch-1, Appendix 5 - Maintenance Service Requirements the Bus Supplier is required to maintain the buses to minimum requirements AND also ensure that the fuel supply is compliant with the specifications of the engine and engine manufacturer. The Supplier is also required to test the compliance of the fuel supply to their specified standards.</p>
-----	-------	--	--	--	--	--	--

Davao High Priority Bus System (HPBS)

Contract Package 05 (Diesel Bus) and Contract Package 06 (Electric Vehicle)

Responses to Requests for Clarification (RfC) – Batches 14 and 15

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
16	CP 06	Section 6 -11.2		WINDOWS & GLAZING	b) Glass windows and the windshield shall be made of tempered glass and shall not be tinted. However, the specified solar energy and light transmittance specifications shall be met.	Front windshield is Laminated glass. Rear windshield is tempered glass	Laminated glass is an acceptable solution for all bus vehicle front windshields, with the condition that the Supplier complies with all relevant Philippine National Standards (PNS).
35	CP 05	Section 6-10.2		WINDOWS & GLAZING	b) Glass windows and the windshield shall be made of tempered glass and shall not be tinted. However, the specified solar energy and light transmittance specifications shall be met.	Front windshield is Laminated glass. Rear windshield is tempered glass	Laminated glass is an acceptable solution for all bus vehicle front windshields, with the condition that the Supplier complies with all relevant Philippine National Standards (PNS).

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
433	CP 05	APPENDIX 5 - MAINTENANCE SERVICE REQUIREMENTS Under Section 8.0 MAINTENANCE SERVICES		A5	A5.3 Minimum Maintenance and Management Requirements Identification of peak fleet in-service requirements and anticipated "spare" vehicles. Spare vehicles shall not exceed, and may be less than, 15% of the total fleet/subfleet (Note that it is assumed spare vehicles will be less than 15% of the fleet, but the Supplier has flexibility to manage towards a spare ratio of up to 15%).	We would like to clarify why spare vehicle ratio% of max 15% can exceed fleet minimum availability esp for 13m which is max 12% only.	<p>The overall in-service fleet requirements are correct, the total fleet requirements are the maximum number of vehicles that are being purchased and the Supplier is required to meet the minimum Fleet Availability requirements as identified in Section 8.3.</p> <p>The TQ in question concerns Appendix 5 in the General Requirements. Section A.5.3 concerns development of a Maintenance Plan and identification of the Supplier's methods to achieve a spare ratio of 15% or less. The Purchaser's objective in this requirement is to oblige the Bus Supplier develop a robust Maintenance Plan that ensures the Supplier will meet the minimum fleet service requirements and ensure appropriate spare ratios are maintained.</p>
477	CP 05	10.2 Windows & Glazing	24	10. BODY	b) Glass windows and the windshield shall be made of tempered glass and shall not be tinted. However, the specified solar energy and light transmittance specifications shall be met.	Request for tempered or laminated glass windshield	Laminated glass is an acceptable solution for all bus vehicle front windshields, with the condition that the Supplier complies with all relevant Philippine National Standards (PNS).

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
528	CP 05 & 06	Section 6 - Attachment 2 - Technical Specification	CP 05: 6-A2-39 CP 06: 6-A2-50	CP 05: 15.1 VEHICLE TELEMATIC S CP 06: 17.1 VEHICLE TELEMATIC S	h) The Supplier shall provide software for monitoring the real time status of the buses at the Operations Control Center (OCC). All metrics monitored shall be provided to the monitoring system at the OCC.	"For this requirement, we can provide two proposals: 1. We will provide a complete set of solutions from vehicle terminal to remote processing platform. Users can view relevant function pages and data based on Web pages. 2. Users will view relevant data through the third-party platform developed by the system integrator, and we are responsible for providing the required data. In this proposal, we need the third-party platform to open relevant data forwarding protocols and video call interfaces. We seek clarification which proposal can satisfy the Purchaser's need."	The Bus Supplier shall be required to deliver a standalone telematics system that provides both an application interface to support the Bus Supplier's maintenance service activities, and an external interface that allows the System Integrator to incorporate the telematics data into the HPBS operational systems required to support the Bus Operators in the OCC (Operational Control Centre). Therefore the Bidders will be required to support both scenarios described in the two Tender Query (TQ) proposals.

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
565	CP 05 & 06			ITB1.1 of Section 2 BDS	According to ITB1.1 of Section 2 BDS, the Purchaser is Department of Transportation (DOTr), but according to the General Bid Bulletin No.10, the Beneficiary name of bid security is: Republic of Philippines -Procurement Service.	<p>Please clarify:</p> <p>(1) The addresses of Purchaser DOTr and new Beneficiary Republic of Philippines-Procurement Service are the same, please kindly clarify what is the relationship between DOTr and Republic of Philippines - Procurement Service ?</p> <p>(2) If the bidder use Department of Transportation (DOTr) as the Beneficiary name of bid security, is it acceptable? Please kindly confirm. Your preferential attention and kind consideration on this matter</p>	<p>(1) The Department of Transportation (DOTr) is the Purchaser of the CP-05 and CP-06 bus contracts. The Procurement Service of the Department of Budget and Management (PS-DBM or Procurement Service) is conducting the procurement process on behalf of DOTr. PS-DBM will be the beneficiary of the bid security for procurement purposes.</p> <p>(2) The beneficiary of the bid security is therefore: Name: Republic of the Philippines - Procurement Service Address: Procurement Service, PS-DBM Compound, RR Road, Cristobal Street, Paco Floor/ Room number: N/A City: Manila ZIP code: 1007 Country: Philippines</p>

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
566	CP 06		3-6	2.3.1 Contractual Experience	<p>Successful completion as main supplier within the last three (3) years, of at least two (2) contracts each valued at USD\$50 million with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).</p> <p>The contractual experience has been updated in GBB 10- The contractual experience requirements in Section 3, 2.3.1 Contractual Experience shall remain as per the bidding documentation."Complexity similar to the scope of supply" in Section 6 includes an 18 meter electric transit bus OR alternatively, the required value and contracts of electric transit buses of more than 12 meters in length AND the required value and contracts of 18 meter articulated transit buses regardless of propulsion. Below are two examples to illustrate acceptable contractual experience: #1: USD50+ million contract that includes USD50 million of 18-meter articulated electric buses. #2: USD50+ million contract that includes USD50 million of 12+-meter electric buses AND a separate USD50+ million contract that includes USD50 million+ of 18-meter articulated buses of any propulsion (i.e., diesel, com-</p>	<p>Considering that the 18 meter bus operates in a special conditions, there is only a small sales volume globally, and affected by the pandemic in the past 2 years, wherein the sales volume and amount have decreased. It appears that no bus manufacturers can comply the requirements of contractual and technical experiences in the past three years. It is suggested to revise the qualification requirement considering that the re-fleeting program of the bus operators are in smaller quantities in a single contract.</p> <p>It is our understanding that "Similar Type" is being defined by the Procuring Entity or BAC assigned during tender or as defined in the bidding document, hence no standard definition and it is largely dependent on the requirements of the Employer. For example, if the tender calls for 1-km PCCP road, so similar type can be</p>	<p>The contractual experience requirements in Section 3, 2.3.1 Contractual Experience shall remain as per the bidding documentation.</p>

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
					<p>pressed CH4, etc). Two contracts of example #1 will meet the criteria; two contracts of example #2 will meet the criteria; one contract of example #1 and #2 will meet the criteria.</p>	<p>500-m PCCP road. These flexibility and liberal interpretation of the ADB rules were reflected in the recent issuance of GBB Number 10 by adding 12+meter in the technical experience requirement which is far different from an articulated bus.</p> <p>The characteristics of 18m articulated electric bus are: 3- axles, articulated and electrified vehicles. For these characteristics, there are 16 and 18m length articulated buses sold globally. Similar to the example of the PCCP road above, the only difference is the length but the characteristics are similar even more similar compared to the 12m electric bus.</p> <p>Therefore, regardless of length as long as the characteristics are similar, this should fall on the category of "similar type."</p> <p>We respectfully suggest</p>	

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
						<p>revising the contractual experience requirement by defining “similar type” as supply of buses of not less than 16m, 3-axle, articulated and electrified vehicles.</p> <p>In order to prove that the supplier has the ability to produce 18 meter electric bus, it is suggested to provide contracts of 12m+ electric bus and 18m or 16m electrified buses.</p> <p>With the flexibility and liberal interpretations of the BAC on the ADB guidelines, we suggest the following contractual experience:</p> <p>#3 Single contract with a minimum amount of US\$200 million for a mix of 12+-meter electric bus and separate US\$25million contract of 16-meter or 18-meter articulated electric buses.</p> <p>This means the Supplier has the necessary experience to deliver the equivalent of the budget for this contract as</p>	

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
567	CP 06			2.3.2 Technical Experience	<p>The Bidder shall demonstrate that the goods offered have:</p> <ul style="list-style-type: none"> (i) been in production for at least three (3) years, and (ii) been sold a minimum of 100 units of similar type and specification over the last three (3) years; (iii) been deployed in an existing bus operational environment for a minimum of two (2) years. <p>Under GBB 10 - "The technical experience requirements in Section 3, 2.3.2 Technical Experience shall remain as per the bidding documentation. "Similar type and specification" includes the required minimum units of an 18 meter electric transit bus OR alternatively, the required minimum units of electric transit buses of more than 12 meters in length AND the required minimum units of 18 meter articulated transit buses regardless of propulsion. Below are two examples to</p>	<p>mentioned during the pre-bid conference. This appropriately reflects the contractual capability of the supplier for this magnitude with nature, and complexity similar to the scope of supply as envisioned under the HPBS project.</p> <p>It is our understanding that "Similar Type" is being defined by the Procuring Entity or BAC assigned during tender or as defined in the bidding document, hence no standard definition and it is largely dependent on the requirements of the Employer. For example, if the tender calls for 1-km PCCP road, so similar type can be 500-m PCCP road. These flexibility and liberal interpretation of the ADB rules were reflected in the recent issuance of GBB Number 10 by adding 12+meter in the technical experience requirement which is far different from an articulated bus.</p> <p>The characteristics of</p>	<p>The contractual experience requirements in Section 3, 2.3.1 Contractual Experience shall remain as per the bidding documentation.</p>

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
					<p>illustrate acceptable technical experience: #1: 100 units of 18-meter articulated electric buses. #2: 100 units of 12+-meter electric buses AND a separate 100 units of 18-meter articulated buses of any propulsion (i.e., diesel, compressed CH4, etc).</p> <p>It is not necessary that the 100 units of any of these vehicles are provided in one delivery or within one contract."</p>	<p>18m articulated electric bus are: 3- axles, articulated and electrified vehicles. For these characteristics, there are 16 and 18m length articulated buses sold globally. Similar to the example of the PCCP road above, the only difference is the length but the characteristics are similar even more similar compared to the 12m electric bus.</p> <p>Therefore, regardless of length as long as the characteristics are similar, this should fall on the category of "similar type."</p> <p>We respectfully suggest revising the qualification requirement by defining "similar type" as supply of buses of not less than 16m, 3-axle, articulated and electrified vehicles.</p>	

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
568	CP 05			2.3.1 Contractual Experience	<p>Successful completion as main supplier within the last five (5) years, of at least three (3) contracts each valued at USD\$75 million with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).</p> <p>The contractual experience has been updated in GBB 10.</p> <p>The contractual experience requirements in Section 3, 2.3.1 Contractual Experience shall remain as per the bidding documentation.</p> <p>"Complexity similar to the scope of supply" in Section 6 includes any combination of internal combustion powered buses (e.g., diesel, compressed CH4, etc.) of 9 meters or more. The bidder is required to provide evidence of at least three such contracts valued at USD75million at least. The three contracts can consist of different bus types (as specified above) for each contract and can contain a mix of bus types within each contract.</p> <p>Below are three examples to illustrate acceptable contractual experience:</p> <p>#1: Three contracts of USD75+million each whereby one of the contracts includes a</p>	<p>Considering the impact of the pandemic in the past 2 years, the bus sales volume and contract amount have decreased. It appears that no bus manufacturers can comply the requirements of contractual experiences in the past five years. It is suggested to revise the qualification requirement considering that the re-fleeting program of the bus operators are in smaller quantities in a single contract and the trend globally of shifting to new electric vehicle.</p> <p>We respectfully suggest revising the contractual experience requirement:</p> <p>#4: Annual sale quantity of no less than 1,000 units for diesel and CNG buses with length exceeds 9m for the past five (5) years</p> <p>#5 Annual aggregate contract amount of more than US\$180 million of any combination of internal combustion powered buses of 9 meters or more for at</p>	<p>The contractual experience requirements in Section 3, 2.3.1 Contractual Experience shall remain as per the bidding documentation.</p>

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
569	CP 06	Vol 1, Sec 3		2.3.1 Contractual Experience	<p>mix of USD25million of 9-11 meter buses and USD50 million of 12+ meter buses. #2: Three contracts of USD75+million each whereby one contract includes a mix of USD35million of 9-11 meter buses and USD40million of 12+ meter buses. #3: Two contracts of USD75+million of 9-11 meter buses and one contract of USD75+ of 12+ meter buses.</p> <p>Successful completion as main supplier within the last three (3) years, of at least two (2) contracts each valued at USD\$50 million with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).</p> <p>The contractual experience has been updated in GBB 10- The contractual experience requirements in Section 3, 2.3.1 Contractual Experience shall remain as per the bidding documentation."Complexity similar to the scope of supply" in Section 6 includes an 18 meter electric transit bus OR alternatively, the required value and contracts of electric transit buses of more than 12 meters in length</p>	<p>least four (4) years.</p> <p>This means the Supplier has the necessary experience to deliver the equivalent of the budget for this contract as mentioned during the pre-bid conference. This appropriately reflects the contractual capability of the supplier for this magnitude with nature, and complexity similar to the scope of supply as envisioned under the HPBS project.</p> <p>Considering that the 18 meter bus operates in a special condition, there is only a small sales volume globally, and affected by the pandemic in the past 2 years, wherein the sales volume and amount have decreased. It appears that no bus manufacturers can comply the requirements of contractual and technical experiences in the past three years. It is suggested to revise the qualification requirement considering that the re-fleeting program of the bus operators are in smaller quantities in a</p>	<p>The contractual experience requirements in Section 3, 2.3.1 Contractual Experience shall remain as per the bidding documentation.</p>

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
					<p>AND the required value and contracts of 18 meter articulated transit buses regardless of propulsion. Below are two examples to illustrate acceptable contractual experience: #1: USD50+ million contract that includes USD50 million of 18-meter articulated electric buses. #2: USD50+ million contract that includes USD50 million of 12+-meter electric buses AND a separate USD50+ million contract that includes USD50 million+ of 18-meter articulated buses of any propulsion (i.e., diesel, compressed CH4, etc). Two contracts of example #1 will meet the criteria; two contracts of example #2 will meet the criteria; one contract of example #1 and #2 will meet the criteria.</p>	<p>single contract.</p> <p>It is our understanding that "Similar Type" is being defined by the Procuring Entity or BAC assigned during tender or as defined in the bidding document, hence no standard definition and it is largely dependent on the requirements of the Employer. For example, if the tender calls for 1-km PCCP road, so similar type can be 500-m PCCP road. These flexibility and liberal interpretation of the ADB rules were reflected in the recent issuance of GBB Number 10 by adding 12+meter in the technical experience requirement which is far different from an articulated bus.</p> <p>The characteristics of 18m articulated electric bus are: 3-axles, articulated and electrified vehicles. For these characteristics, there are 16 and 18m length articulated buses sold globally. Similar to</p>	

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
						<p>the example of the PCCP road above, the only difference is the length but the characteristics are similar even more similar compared to the 12m electric bus.</p> <p>Therefore, regardless of length as long as the characteristics are similar, this should fall on the category of "similar type."</p> <p>We respectfully suggest revising the contractual experience requirement by defining "similar type" as supply of buses of not less than 16m, 3-axle, articulated and electrified vehicles.</p> <p>In order to prove that the supplier has the ability to produce 18 meter electric bus, it is suggested to provide contracts of 12m+ electric bus and 18m or 16m electrified buses.</p> <p>With the flexibility and liberal interpretations of the BAC on the ADB guidelines, we suggest the following contractual</p>	

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
						<p>experience:</p> <p>#3 Single contract with a minimum amount of US\$200 million for a mix of 12+-meter electric bus and separate US\$25million contract of 16-meter or 18-meter articulated electric buses.</p> <p>This means the Supplier has the necessary experience to deliver the equivalent of the budget for this contract as mentioned during the pre-bid conference. This appropriately reflects the contractual capability of the supplier for this magnitude with nature, and complexity similar to the scope of supply as envisioned under the HPBS project.</p>	

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
570	CP 06			2.3.2 Technical Experience	<p>The Bidder shall demonstrate that the goods offered have:</p> <ul style="list-style-type: none"> (i) been in production for at least three (3) years, and (ii) been sold a minimum of 100 units of similar type and specification over the last three (3) years; (iii) been deployed in an existing bus operational environment for a minimum of two (2) years. <p>Under GBB 10 - "The technical experience requirements in Section 3, 2.3.2 Technical Experience shall remain as per the bidding documentation. "Similar type and specification" includes the required minimum units of an 18 meter electric transit bus OR alternatively, the required minimum units of electric transit buses of more than 12 meters in length AND the required minimum units of 18 meter articulated transit buses regardless of propulsion. Below are two examples to illustrate acceptable technical experience: #1: 100 units of 18-meter articulated electric buses. #2: 100 units of 12+-meter electric buses AND a separate 100 units of 18-meter articulated buses of any propulsion (i.e., diesel, compressed CH4, etc). It is not necessary that the 100</p>	<p>It is our understanding that "Similar Type" is being defined by the Procuring Entity or BAC assigned during tender or as defined in the bidding document, hence no standard definition and it is largely dependent on the requirements of the Employer. For example, if the tender calls for 1-km PCCP road, so similar type can be 500-m PCCP road. These flexibility and liberal interpretation of the ADB rules were reflected in the recent issuance of GBB Number 10 by adding 12+meter in the technical experience requirement which is far different from an articulated bus.</p> <p>The characteristics of 18m articulated electric bus are: 3- axles, articulated and electrified vehicles. For these characteristics, there are 16 and 18m length articulated buses sold globally. Similar to the example of the PCCP road above, the</p>	The contractual experience requirements in Section 3, 2.3.1 Contractual Experience shall remain as per the bidding documentation.

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
					units of any of these vehicles are provided in one delivery or within one contract."	<p>only difference is the length but the characteristics are similar even more similar compared to the 12m electric bus.</p> <p>Therefore, regardless of length as long as the characteristics are similar, this should fall on the category of "similar type."</p> <p>We respectfully suggest revising the qualification requirement by defining "similar type" as supply of buses of not less than 16m, 3-axle, articulated and electrified vehicles.</p>	

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
571	CP 06	Vol 1, Sec 6-Atch 1	6-A1-15	6.3 Fleet Availability	<p>The fleet availability requirement is defined as the buses being ready for the Bus Operator to accept the bus vehicles at the HPBS depots into operational passenger service according to the agreed Bus Operator vehicle assignment and following vehicle schedule:</p> <p>i. Weekday morning (AM) availability: Buses available at 5:00 am, per</p> <p>ii. Table 1</p> <p>iii. Weekday afternoon (PM) availability: Buses available at 3:00 pm (15:00), per</p> <p>iv. Table 1</p> <p>v. Weekend availability: Buses available at 6:00am, per</p> <p>vi. Table 1</p>	<p>In Atch 1-6.3, it requires that the fleet availability minimum requirements shall be met at 5:00 a.m. and 3:00 p.m. on weekday and weekend.</p> <p>Also, in Atch 2-A3.1.4. it shows the detailed demand requirement. After calculation, we can meet the Demand profile and headway requirements in Atch 2-A3.1.4.</p> <p>We wish to seek confirmation and clarification on the following:</p> <ol style="list-style-type: none"> 1. Does the fleet availability refers to the buses physically at the depot at 5:00 a.m. and 3:00 p.m. on weekday? Does it mean that the Bus Operator shall check and accept 120 units buses in Sasa depot and 221 units buses in Sto.Nino depot at 5:00am and 3pm? 2. Considering there are buses running before 5:00am and substantial volume running before 	<p>The intent of this requirement is to ensure that the Bus Supplier meets the scheduled service and fleet requirements as identified in Table 1. The minimum vehicle requirements are inclusive of any vehicles already in operation during the specified fleet availability period (for example, if at Sasa prior to 5:00am 20 vehicles have already been dispatched and are operating, the remaining 5:00 am requirement would be 100 vehicles).</p> <p>With regards to potential turnaround delays, pursuant to Section 8 - GCC 27.1, there is a mechanism that allows the Purchaser to provide contractual relief to potential LDs for events outside the control of the Supplier, including the inability of the Bus Operator to return vehicles to the Supplier within a reasonable variance of the scheduled return time: "If at any time during performance of the Contract, the Supplier should encounter events beyond the Suppliers control, including Force Majeure and negligence by other parties, that triggers a liquidated damage claim by the Purchaser, the Supplier shall promptly notify the Purchaser in writing of the event, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion waive the right of the Purchaser to claim the associated liquidated damages."</p>

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
						<p>3:00pm, the required number of buses at the depot falls short of the minimum number of buses. Can the fleet availability refer to all buses, including buses in the depot, running on the road and at the terminal? The total number of buses in the depot and running on the road shall meet the fleet minimum availability requirements, and the buses in the depot shall meet the requirements of Atch 2-A3.1.4.</p> <p>3. If there are turnaround delays for the buses running on the road caused by the Bus Operators, can this be an excusable reason of not meeting the fleet requirements by the Bus Supplier?</p> <p>4. Can the Purchaser increase the quantity of buses if it excludes in counting the number of buses running on the road?</p>	

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
573	CP05 & 06	Section 3. Evaluation and Clarification Criteria		Experience and Technical Capacity Contractual Experience	<p>a. Electric Vehicle Successful completion as main supplier within the last three (3) years, of at least two (2) contracts each valued at USD \$50 Million with nature and complexity similar to the scope of supply described in Section 6 (Schedule of Supply)</p>	<p>a. Electric Vehicle We request clarification on the contextual meaning of “of at least two (2) contracts each valued at USD \$50 Million”.</p> <p>a. With the use of the phrase “of at least two (2) contracts”, is it understood that a bidder may submit more than two (2) contracts?</p> <p>b. If the answer to the above is “yes”, is it understood that:</p> <p>the total or aggregate value of of the “at least two (2) contracts” is USD 100 million?, and</p> <p>b.1 the total or aggregate value of the more than two (2) contracts is USD 100 million?</p> <p>We pose this query as, according to our research on existing equipment manufacturers/suppliers of this equipment, no such number or value of said equipment were ever contracted in a</p>	<p>The bidder may submit more than two (2) contracts. However, two of the submitted contracts must be valued at USD50 million each at least. The total aggregate value of two contracts is therefore at least USD100 million. If the bidder decides to submit more than three contracts, the total aggregate value of more than two contracts will be higher than USD100.</p> <p>Please note that "Complexity similar to the scope of supply" in Section 6 includes an 18 meter electric transit bus OR alternatively, the required value and contracts of electric transit buses of more than 12 meters in length AND the required value and contracts of 18 meter articulated transit buses regardless of propulsion.</p> <p>Below are two examples to illustrate acceptable contractual experience:</p> <p>#1: USD50+ million contract that includes USD50 million of 18-meter articulated electric buses. #2: USD50+ million contract that includes USD50 million of 12+-meter electric buses AND a separate USD50+ million contract that includes USD50 million+ of 18-meter articulated buses of any propulsion (i.e., diesel, compressed CH4, etc). Two contracts of example #1 will meet the criteria; two contracts of example #2 will meet the criteria; one contract of example #1 and #2 will meet the criteria.</p>

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
574	CP05 & 06	Section 3. Evaluation and Clarification Criteria		Experience and Technical Capacity Contractual Experience	b. Diesel Vehicle Successful completion as main supplier within the last three (3) years, of at least two (3) contracts each valued at USD \$75 Million with nature and complexity similar to the scope of supply described in Section 6 (Schedule of Supply)	<p>single or two contract. They say that the procurement of buses in most BRT systems are being made depending upon the ridership requirement and not in a single mode of procurement.</p> <p>b. Diesel Vehicle We request clarification on the contextual meaning of "of at least three (3) contracts each valued at USD \$75 Million".</p> <p>a. With the use of the phrase "of at least three (3) contracts", is it understood that a bidder may submit more than three (3) contracts? If the answer to the above is "yes", is it understood that:</p> <p>the total or aggregate value of the "at least two (3) contracts" is USD 225 million?, and</p> <p>b.1 the total or aggregate value of the more than three (3) contracts is USD 225 million?</p> <p>We pose this query as,</p>	<p>The bidder may submit more than three (3) contracts. However, three of these contracts must be valued at USD75 million each at least. The total aggregate value of three contracts is therefore at least USD225 million. If the bidder decides to submit more than three contracts, the total aggregate value will be higher than USD225.</p> <p>Please note that "Complexity similar to the scope of supply" in Section 6 shall include any combination of internal combustion powered buses (e.g., diesel, compressed CH4, etc.) of 9 meters or more. The bidder is required to provide evidence of at least three such contracts valued at USD75 million at least. The three contracts can consist of different bus types (as specified above) for each contract and can contain a mix of bus types within each contract.</p> <p>Below are three examples to illustrate acceptable contractual experience:</p> <p>#1: Three contracts of USD75+ million each whereby one of the contracts</p>

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
575	CP05 & 06					<p>according to our research on existing equipment manufacturers/suppliers of this equipment, no such number or value of said equipment was ever contracted in a single or two contract or three contract/s. They say that the procurement of buses in most BRT systems are being made depending upon the ridership requirement from the 1st year of operations of the system, and more procurement will be made thereafter as the ridership increased in the following years, and never in a single mode of procurement.</p> <p>For the purpose of our project proposal reference, may we request a copy of the feasibility study or ridership forecast pertinent to the Davao HPBS project.</p>	<p>includes a mix of USD25 million of 9-11 meter buses and USD50 million of 12+ meter buses. #2: Three contracts of USD75+ million each whereby one contract includes a mix of USD35 million of 9-11 meter buses and USD40 million of 12+ meter buses. #3: Two contracts of USD75+ million of 9-11 meter buses and one contract of USD75+ million of 12+ meter buses."</p> <p>The HPBS project will not be publishing any project feasibility or ridership studies.</p>

No	Contract Package No.	Volume and Section No.	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Response
576	CP05 & 06				Deadline of Submission of Bids: At 10:00 AM on September 16, 2022.	May we request that an additional Thirty (30) days extension for the submission of bid be given, or the bid submission date be set to 17 October 2022.	The bid deadline has been extended. Please refer to the latest bid bulletin for details.