

BIDDING DOCUMENTS

Part 1

for

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

Employer:	Department of Transportation
Procurement Agent:	Procurement Service
Country:	The Republic of the Philippines
Project:	Capacity Enhancement of Mass Transit Systems in Metro Manila
Loan No.:	PH-P255

Composition of Documents

PART 1 – BIDDING PROCEDURES

JICA Standard Bidding Documents [SBD (Design Build) Trial Version, July 2015]

Option A: Single-Stage Two-Envelope Bidding (Without Prequalification)

Section I. Instructions to Bidders (ITB)

Section II. Bid Data Sheet (BDS)

Section III. Evaluation and Qualification Criteria (EQC)

Section IV. Bidding Forms (BF)

Section V. Eligible Source Countries of Japanese ODA Loans (ESC)

PART 2 – EMPLOYER’S REQUIREMENTS

- Section VI. Employer’s Requirements
1. Scope of Works (SOW)
 2. Technical Requirements (GS & TS)
 3. Drawings
 4. Supplementary Information

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII. General Conditions – GC

Section VIII. Particular Conditions – PC

Section IX. Contract Forms

PART 1 - Bidding Procedures

PART 1 – SECTION I

INSTRUCTIONS TO BIDDERS

Table of Contents

A. General	1
1. Scope of Bid	1
2. Source of Funds	1
3. Corrupt and Fraudulent Practices	1
4. Eligible Bidders	2
5. Eligible Plant, Material and Services	3
B. Contents of Bidding Documents	4
6. Sections of Bidding Documents	4
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	4
8. Amendment of Bidding Documents	5
C. Preparation of Bids	5
9. Cost of Bidding	5
10. Language of Bid	6
11. Documents Comprising the Bid	6
12. Letters of Bid and Schedules	7
13. Alternative Bids	7
14. Documents Establishing the Eligibility of Plant, Materials and Services	7
15. Documents Establishing the Eligibility and Qualifications of the Bidder	7
16. Documents Establishing Conformity of the Works	8
17. Technical Proposal, Subcontractors	8
18. Bid Prices and Discounts	9
19. Currencies of Bid and Payment	10
20. Period of Validity of Bids	10
21. Bid Security	10
22. Format and Signing of Bid	11
D. Submission and Opening of Bids	12
23. Submission, Sealing and Marking of Bids	12
24. Deadline for Submission of Bids	12
25. Late Bids	13
26. Withdrawal, Substitution, and Modification of Bids	13
27. Bid Opening	13
E. Evaluation and Comparison of Bids	15
28. Confidentiality	15
29. Clarification of Bids	15

30. Deviations, Reservations, and Omissions	15
31. Preliminary Examination of Technical Bids	16
32. Qualification of the Bidders	16
33. Determination of Responsiveness of Technical Bids	16
34. Nonmaterial Nonconformities	17
35. Detailed Evaluation of Technical Bids	17
36. Correction of Arithmetical Errors	18
37. Conversion to Single Currency	18
38. Evaluation of Price Bids	18
39. Comparison of Bids	19
40. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	19
F. Award of Contract	19
41. Award Criteria	19
42. Notification of Award	19
43. Signing of Contract	20
44. Performance Security	20

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor as specified in Section VI, Employer’s Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower specified in the BDS has applied for or received a Japanese ODA Loans from Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement specified in the BDS, toward the cost of the project specified in the BDS. The Borrower intends to apply a portion of the proceeds of the Loan to eligible payments under the Contract(s) for which these Bidding Documents are issued.
- 2.2 Disbursement of a Japanese ODA Loans by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans specified in the BDS. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the Loan proceeds.
- 2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
- 3. Corrupt and Fraudulent Practices**
- 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:
- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it, at any time, determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and

- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or a Subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.”

The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted; or the date of Advertisements for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to the above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a Subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the Loan or any other remedies on the grounds of contractual violation.

- 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 [Corrupt and Fraudulent Practice] of General Conditions.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV:
- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
 - (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all

the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

- 4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.
- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.
 - (b) A firm that has a close business relationship with the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the Contract, (ii) the prequalification and Bid evaluation, or (iii) the supervision of such Contract, shall be disqualified.
 - (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually or as a member in a JV. A firm (including its affiliate), if acting in the capacity of a Subcontractor in one Bid, may participate in other Bids, only in that capacity.
 - (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.
- 4.3 A Bidder shall be from any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans.
- 4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a Contract.
- 4.5 This bidding is open only to prequalified Bidders unless **specified in the BDS**.
- 4.6 A Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Plant, Material and Services

- 5.1 The Plant, Material and Services to be supplied under the Contract shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans, and all expenditures under the Contract will be limited to such Plant, Material and Services.

- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Documents

- 6. Sections of Bidding Documents**
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
 - Section II. Bid Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria (EQC)
 - Section IV. Bidding Forms
 - Section V. Eligible Source Countries of Japanese ODA Loans
- PART 2 Employer’s Requirements**
- Section VI. Employer’s Requirements
- PART 3 Conditions of Contract and Contract Forms**
- Section VII. General Conditions (GC)
 - Section VIII. Particular Conditions (PC)
 - Section IX. Annex to the Particular Conditions - Contract Forms
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and Employer’s Requirements in the Bidding Documents, and to furnish with its Bid all information and documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer’s address **specified in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the

Employer shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 24.2.

- 7.2 The Bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if so **specified in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A site visit will be conducted by the Employer at the time of the pre-bid meeting, if so **specified in the BDS**.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one (1) week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 24.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or

liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security, in accordance with ITB 21;
 - (c) Acknowledgment of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
 - (e) in the case of a Bid submitted by a JV, a copy of the JV agreement, or letter of intent, signed by all members, to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective members;
 - (f) documentary evidence establishing in accordance with ITB 14 that the Works offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
 - (g) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
 - (h) Technical Proposal in accordance with ITB 17;
 - (i) documentary evidence establishing in accordance with ITB 16 that the Works offered by the Bidder conform to the Bidding Documents;
 - (j) alternative Bids, if permissible, in accordance with ITB 13;
 - (k) list of Subcontractors, in accordance with ITB 17.2 and 17.3; and
 - (l) any other document **required in the BDS**.
- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Price Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and 18;
 - (c) alternative Price Bids, at the Bidder's option and if permissible, in accordance with ITB 13; and

(d) any other document required in the BDS.

- 12. Letters of Bid and Schedules**
- 12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid, including the appropriate Technical and Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 **The BDS indicates** whether alternative Bids are allowed. If they are allowed, **the BDS will also indicate** whether they are permitted in accordance with ITB 13.3, **or** invited in accordance with ITB13.2 and/or ITB 13.4.
- 13.2 When alternatives to the Time for Completion of the whole of the Works or the sections are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the Bidding Documents must also provide: (i) a price at which they are prepared to offer such alternative meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical information (particulars), breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When Bidders are **invited in the BDS** to submit alternative technical solutions for specified parts of the Works, such parts shall be described in Section VI, Employer's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Works shall be considered by the Employer on their own merits, pursuant to ITB 35.2.
- 14. Documents Establishing the Eligibility of Plant, Materials and Services**
- 14.1 To establish the eligibility of Plant, Materials and Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 15. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 In accordance with Section III, Evaluation and Qualification Criteria, if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

- 15.2 Any change in the structure or formation of a Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

**16. Documents
Establishing
Conformity of the
Works**

- 16.1 The documentary evidence of the conformity of the Works with the Bidding Documents may be in the form of literature, drawings and data, and shall include:
- (a) a detailed description of the essential technical and performance characteristics of the Plant, including the Schedule of Guarantees of the proposed Plant, in response to the Employer's Requirements. The Schedule of Guarantees of the proposed Plant shall be stated in the applicable form in Section IV, Bidding Forms;
 - (b) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Plant for the period **specified in the BDS**, following completion of the Works in accordance with the provisions of Contract; and
 - (c) adequate evidence demonstrating the substantial responsiveness of the Works to those Employer's Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the alterations are substantially equivalent or superior to the standards designated in the Employer's Requirements.

**17. Technical
Proposal,
Subcontractors**

- 17.1 The Bidder shall furnish a Technical Proposal, including a statement of work methods, equipment, personnel, schedule, safety plan, and any other information as stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidder's proposal to the Employer's Requirements and the completion time.
- 17.2 For major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Technical Proposals information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the Works. Quoted rates and prices will be deemed to apply to whichever

Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

- 17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Works to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 16.1.
- 17.4 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).
- 17.5 In case Prequalification was not conducted prior to the bidding process, Bidders planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-2 and EXP-2(b) in Section IV, Bidding Forms. Such proposed specialist subcontractors(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation and Qualification Criteria.
- 17.6 In case Prequalification was conducted prior to the bidding process, the Bidder's Bid shall name the same specialist subcontractor(s) whose experience in the key activities was evaluated in the Prequalification, unless such change is explicitly approved by the Employer in accordance with ITB 15.2.

18. Bid Prices and Discounts

- 18.1 **Unless otherwise specified in the BDS**, Bidders shall quote for the Works such that the total Bid Price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Works. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 18.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.
- 18.3 Bidders shall provide price in each item in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.
Further, Bidders may add breakdowns of items and provide the prices in each Price Schedule included in Section IV, Bidding Forms.
- 18.4 The price to be offered in the Letter of Bid, in accordance with ITB 12.1, shall be the total **price of the Bid, excluding any discounts that may be offered**.
- 18.5 **Unless otherwise specified in the BDS and the Contract**, the prices offered by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the

Bidder to justify its proposed indices and weightings.

- 18.6 If so specified in BDS 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 18.4, provided the Bids for all lots (contracts) are opened at the same time.
- 18.7 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 18.8 Bidders wishing to offer any unconditional discount shall specify in their Letter of Price Bid the offered discounts and the manner in which price discounts will apply.
- 19. Currencies of Bid and Payment**
- 19.1 The currency(ies) of the Bid shall be, as **specified in the BDS**. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
- 19.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer pursuant to ITB 24.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 20.3.
- 20.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract Price shall be determined as follows:
- (a) In the case of Fixed Price Contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.
 - (b) In the case of Adjustable Price Contracts, to determine the Contract Price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
 - (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the corrections indicated above.
- 21. Bid Security**
- 21.1 The Bidder shall furnish as part of its Bid a Bid Security in the amount and currency **specified in the BDS**.
- 21.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source from an eligible source country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

- 21.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the Bidder is determined disqualified or in case the Bidder pass the technical evaluation.
- 21.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 43; or
 - (ii) furnish a Performance Security in accordance with ITB 44.
- 21.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid as described in ITB 11 and clearly mark it "TECHNICAL BID- ORIGINAL" and "PRICE BID - ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign

on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

22.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may submit their Bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

Bidders shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “TECHNICAL BID –ORIGINAL,” “PRICE BID –ORIGINAL,” “TECHNICAL BID –COPY,” “PRICE BID – COPY,” and “ALTERNATIVE,” as appropriate. These envelopes containing the original, the copies and the alternative(s), if any, shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 through 23.5.

23.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 24.1; and
- (c) bear the specific identification of this bidding process specified in BDS 1.1.

23.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.

23.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7.

23.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.

24.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 25. Late Bids**
- 25.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Technical Bid and on the Letter of Price Bid or any extension thereof.
- 27. Bid Opening**
- 27.1 Except in the cases specified in ITB 25 and ITB 26, the Employer shall publicly open and read out in accordance with ITB 27.5 all Technical Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders’ designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 27.7.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at opening of the Technical Bids.
- 27.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 27.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at opening of the Technical Bids.
- 27.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to

request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.1.

- 27.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out:
- (a) the name of the Bidder;
 - (b) whether there is a modification;
 - (c) the presence or absence of the Bid Security; and
 - (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 25.1).

- 27.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 27.7 At the end of the evaluation of Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow Bidders sufficient time to make arrangements for attending the opening.

- 27.8 The Employer will notify, in writing, Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Bid security and Price Bids unopened.

- 27.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidders' representatives who are present shall be requested to sign a register evidencing their attendance.

- 27.10 All envelopes containing Price Bids shall be opened one at a time, reading out:
- (a) the name of the Bidder;
 - (b) whether there is a modification;
 - (c) the Bid Price(s), including any discounts and alternative Bids; and
 - (d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative Bids read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

- 27.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, (per lot if applicable), including any discounts, and alternative Bids. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the evaluation of Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 42.
- 28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**31. Preliminary
Examination of
Technical Bids**

- 31.1 The Employer shall examine Technical Bids to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security; and
 - (d) Technical Proposal.

**32. Qualification of
the Bidders**

- 32.1 The Employer shall determine to its satisfaction whether Bidders meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if prequalification was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.
- 32.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- If the assessment of the Bidder's qualification is conducted for the lowest evaluated Bidder only, in accordance with ITB 32.1, and the result of such assessment is negative, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.
- 32.4 The capabilities of the manufacturers and Subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or Subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Subcontractor without any change to the Bid Price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or Subcontractors for each item concerned.

**33. Determination of
Responsiveness of
Technical Bids**

- 33.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB11.2.
- 33.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation,

reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

33.3 The Employer shall examine the technical aspects of the Technical Bid submitted in accordance with ITB 17, in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation, or omission.

33.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**34. Nonmaterial
Nonconformities**

34.1 Provided that a Technical Bid is substantially responsive, the Employer may waive any nonconformity in the Technical Bid that does not constitute a material deviation, reservation or omission.

34.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

34.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**35. Detailed
Evaluation of
Technical Bids**

35.1 The Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Bidding Documents. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified Schedule of Guarantees, will be rejected for non-responsiveness. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:

- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Works offered with specified performance criteria, corresponding to each Schedule of Guarantees, as indicated in the Technical Requirements; suitability of the Works offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;
 - (b) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.
- 35.2 Where alternative technical solutions have been allowed in accordance with ITB 13.4, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction, in accordance with ITB 36.1, shall result in the rejection of the Bid.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
- 38. Evaluation of Price Bids**
- 38.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 38.2 To evaluate a Price Bid, the Employer shall consider the following:
- (a) the Bid Price, excluding Provisional Sums in the Price Schedules, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 18.6 or ITB 18.8;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.3;
 - (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 37; and

- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 38.3 If price adjustment is allowed in accordance with ITB18.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 38.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 38.5 If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and Price Schedule proposed. After evaluation of the price analyses, taking into consideration the Schedule of Payment, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 39. Comparison of Bids** 39.1 The Employer shall compare the evaluated prices of all substantially responsive Bids in accordance with ITB 38.2 to determine the lowest evaluated Bid.
- 40. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids** 40.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities shall be promptly returned to the Bidders.
- F. Award of Contract**
- 41. Award Criteria** 41.1 Subject to ITB 40.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 42. Notification of Award** 42.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Accepted Contract Amount”).
- 42.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

- 42.3 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
- (a) name of each Bidder who has submitted a Bid;
 - (b) Bid Prices as read out at Bid opening;
 - (c) name and address of the successful Bidder;
 - (d) name and address of the supplier (if applicable); and
 - (e) award date and amount of the Contract.
- 42.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 42.5 After notification of award, unsuccessful Bidders may request, in writing, to the Employer a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond, in writing, to any unsuccessful Bidders who, after the notification of award in accordance with ITB 42.1, request a debriefing.
- 43. Signing of Contract**
- 43.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 44. Performance Security**
- 44.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.5, using for that purpose the Performance Security Form included in Section IX Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

PART I – SECTION II
BID DATA SHEET

Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is: IFB No.:17-065-3
ITB 1.1	The Employer is: Department of Transportation (DOTr).
ITB 1.1	The name, identification and number of the Contract comprising this ICB is: Expansion of the Existing Depot at Baclaran and Construction of a New Satellite Depot at Zapote for LRT Line 1-South (Cavite) Extension Project.
ITB 2.1	The Borrower is: the Government of the Republic of the Philippines.
ITB 2.1	The number of the Loan Agreement is: PH-P255 The amount of a Japanese ODA Loan is: Forty Three Billion Two Hundred Fifty Two Million Japanese Yen (JPY 43,252,000,000). The signed date of the Loan Agreement is: March 27, 2013.
ITB 2.1	The name of the Project is: Capacity Enhancement of Mass Transit Systems in Metro Manila
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.
ITB 3.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr .
ITB 4.5	This bidding is not subject to prequalification.
B. Bidding Documents	
ITB 7.1	For clarification purposes only, the Procuring Agent's address is: Attention: THE CHAIRPERSON Bids and Awards Committee III Address: Procurement Division III Procurement Service PS Complex, Cristobal Street RR Road, Paco, Manila 1007 Philippines E-mail: pd3@ps-philgeps.gov.ph Telephone: (+632) 689-7750 loc 4021
ITB 7.1	Responses to any request for clarification, if any, will be published on the Procurement Service (PS) and Department of Transportation (DOTr) web pages

	indicated below not later than seven (7) days prior to the deadline for submission of Bids. Web pages: www.ps-philgeps.gov.ph ; www.dotr.gov.ph
ITB 7.4	A pre-bid meeting will take place at the following date, time and place: Date: 12 OCTOBER 2017 Time: 01:30 PM Venue: 2ND Floor, PS-Conference Room, Procurement Service - DBM, PS Complex, Cristobal Street, RR Road, Paco, Manila 1007 Philippines A site visit will be facilitated by the Employer at the time of the pre-bid meeting for which the date, time, location and a “ Site Visit Guidelines ” will be issued prior to the site visit.
ITB 8.2	Addenda, if any, will be published on the Employer’s and Procuring Agent’s web pages at least seven (7) calendar days before the deadline for submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English.
ITB 11.2 (l)	The Bidder shall submit with its Technical Bid the following additional documents: None.
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: Refer to BDS ITB 14.1 Item 2 and 3.
ITB 13.1	Alternative Bids are not permitted.
ITB 14.1	1. The Bidder is required to include with its Technical Bid [ITB 11.2 (f)] the Form COD-2: Country of Origin Declaration Form without Prices . 2. The Bidder is required to include with its Price Bid [ITB 11.3 (d)] the Form COD-1: Country of Origin Declaration Form with Prices . 3. The Bidder is required to include with its Price Bid [ITB 11.3 (d)] the Form COD-1(a): Summary for the Total Cost of Goods Procured from Japan.
ITB 16.1 (a)	Schedule of Guarantee is not applicable.
ITB 16.1 (b)	The period following completion of the Works during which spare parts, special tools etc. shall be available, is two (2) years.
ITB 18.1	Bidders shall quote for the entire Works on a single responsibility basis.
ITB 18.5	The prices quoted by the Bidder shall apply the Price Adjustment for local currency portion. <i>Consequently, the Bidder is required to furnish the indices and weighting for the price adjustment formulae in the Schedule of Adjustment Data.</i>
ITB 18.7	1. The Government of the Republic of the Philippines shall, by itself or through its executing agency (the Employer), assume: (a) all duties and related fiscal charges imposed in the Republic of the Philippines on the Japanese companies operating as suppliers and contractors with

	<p>respect to the import and re-export of their own materials and equipment needed for the implementation of the Project;</p> <p>(b) all fiscal, levies and taxes imposed in the Republic of the Philippines on the Japanese companies operating as suppliers and contractors with respect to the payment carried out for and the income accruing from the supply of the products and/or services required for the implementation of the Projects; and</p> <p>(c) all fiscal, levies and taxes imposed in the Republic of the Philippines on the Japanese employees engaged in the implementation of the Project with respect to their personal income derived from Japanese companies operating as suppliers and contractors for the implementation of the project.</p> <p>2. In connection with such tax assumption, the Government of the Republic of the Philippines or its executing agency (the Employer) shall be responsible for the liquidation or settlement of such fiscal, levies, duties, taxes and other similar charges”.</p> <p>3. VAT on the local portion (if any) shall be incorporated into the Bid Price, since this will be administered under Bureau of Internal Revenue Memorandum Circular No. 8-2017, dated 9 January 2017</p>
ITB 19.1	<p>The currency(ies) of the Bid shall be as described below:</p> <p>The unit rates and prices shall be quoted by the Bidder in the Price Schedule separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in Philippine Peso, the name of the currency of the Employer’s country, and further referred to as “the local currency”; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in Japanese Yen.</p>
ITB 20.1	The Bid validity period shall be One Hundred Twenty (120) days
ITB 20.3 (a)	<p>The Bid Price shall be adjusted by the following factor:</p> <p>The local currency portion shall be adjusted based on the Consumer Price Index of the Philippines (all items) published by the Philippine Statistics Authority (PSA). No adjustments to the foreign currency portion of the Bid shall be made.</p>
ITB 20.3 (b)	<p>The Bid Price shall be adjusted by the following factor:</p> <p>The local currency portion shall be adjusted based on the Consumer Price Index of the Philippines (all items) published by the Philippine Statistics Authority (PSA). No adjustments to the foreign currency portion of the Bid shall be made.</p>
ITB 21.1	<p>The amount and currency of the Bid Security shall be Japanese Yen One Hundred Forty Two Million Six Hundred Forty Four Thousand (JPY 142,644,000).</p> <p>If the bid security is in the form of cashier’s or certified check, it shall be payable to PROCUREMENT SERVICE.</p>
ITB 21.2 (d)	Other types of acceptable securities: None.
ITB 22.1	<p>In addition to the original of the Bid, the number of copies is: Five (5) copies and one (1) electronic copy in CD ROM for each of the Technical Bid and Price Bid. It is sufficient that only the “ORIGINAL” bid is submitted with original signatures and initials and that the Five (5) copies may be photocopies of the signed and initialed “ORIGINAL” Bid.</p> <p>The CD ROM for the Technical Bid is to be inserted into the envelope marked “Technical Bid-Copy”.</p>

	The CD ROM for the Price Bid is to be inserted into the envelope marked “Price Bid-Copy”.															
ITB 22.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall, corresponding to whether the Bidder is a Corporation, Partnership, JV or Sole Proprietorship, consist of the applicable document as follows:</p> <table border="1"> <thead> <tr> <th colspan="2">TYPE OF ENTITY</th> <th>DOCUMENT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Corporation</td> <td>Board Resolution with Board Secretary Certificate</td> </tr> <tr> <td>2</td> <td>Partnership</td> <td>Articles of Partnership</td> </tr> <tr> <td>3</td> <td>Joint Venture (JV)</td> <td>Certified Authorization or Resolution from each member</td> </tr> <tr> <td>4</td> <td>Sole Proprietorship</td> <td>Special Power of Attorney (SPA)</td> </tr> </tbody> </table> <p>For a Japanese Company bidding as a Corporation, a Special Power of Attorney (SPA) may be substituted for a Board Resolution with Board Secretary Certificate. However, in the case of a JV, evidence shall be provided to demonstrate that the person(s) signing the SPA is authorized to sign for and on behalf of each member of the JV.</p>	TYPE OF ENTITY		DOCUMENT	1	Corporation	Board Resolution with Board Secretary Certificate	2	Partnership	Articles of Partnership	3	Joint Venture (JV)	Certified Authorization or Resolution from each member	4	Sole Proprietorship	Special Power of Attorney (SPA)
TYPE OF ENTITY		DOCUMENT														
1	Corporation	Board Resolution with Board Secretary Certificate														
2	Partnership	Articles of Partnership														
3	Joint Venture (JV)	Certified Authorization or Resolution from each member														
4	Sole Proprietorship	Special Power of Attorney (SPA)														
D. Submission and Opening of Bids																
ITB 24.1	<p>For Bid submission purposes only, the Procuring Agent’s address is:</p> <p>Attention: THE CHAIRPERSON Bids and Awards Committee III (BAC III)</p> <p>Address: Procurement Division III Procurement Service PS Complex, Cristobal Street RR Road, Paco, Manila 1007 Philippines</p> <p>The deadline for Bid Submission is on:</p> <p>Date: 27 November 2017 Time: 01:30 PM</p>															
ITB 27.1	<p>The Technical Bid opening shall take place on:</p> <p>Date: 27 November 2017 Time: 02:00 PM</p> <p>2ND Floor, PS-Conference Room, Procurement Service - DBM, PS Complex, Cristobal Street, RR Road, Paco, Manila 1007 Philippines</p>															
E. Evaluation, and Comparison of Bids																
ITB 35.1	Schedule of Guarantee is not applicable.															
ITB 37.1	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: Japanese Yen.															

	<p>The source of exchange rate shall be: Bangko Sentral ng Pilipinas (BSP)</p> <p>The date for the exchange rate shall be: Thirty (30) days prior to the date for Bid Submission deadline.</p>
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**PART 1 - SECTION III
EVALUATION AND QUALIFICATION
CRITERIA**

Evaluation and Qualification Criteria (Without Prequalification)

1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (b) the following factors shall apply:

1.1.1 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	Experience in Similar Works (years)
1	Project Manager (to be Contractor's Representative under GC 4.3)	Twenty Five (25)	Five (5)
2	Civil Engineer for Depot/Plant	Twenty (20)	Four (4)
3	Structural Engineer for Depot/Plant	Twenty (20)	Four (4)
4	Design Manager for Depot/Plant	Fifteen (15)	Four (4)
5	Maintenance Equipment Engineer	Fifteen (15)	Three (3)
6	Quality Assurance Manager	Ten (10)	Five (5)
7	Health & Safety (Accident Prevention) Officer	Ten (10)	Five (5)
8	Environmental Expert	Ten (10)	Five (5)
9	Project Schedule Expert	Ten (10)	Five (5)

The Bidder shall provide details of the proposed personnel and their experience records in Forms PER-1 and PER-2 in Section IV, Bidding Forms.

With the exception of the Project Manager, the above personnel may be from Specialist Subcontractors.

1.1.2 Equipment & Facility

The Bidder must demonstrate that it has the key construction equipment and facilities, including that of Specialist Subcontractors, listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number Required
	Depot Works (Baclaran and Zapote)	
1	Road Grader 140 H Motor Grader	Two (2)
2	Road Roller Tandem Vibratory Roller	Two (2)
3	Wheel Loader 3.5 m3 Bucket Capacity	Two (2)
4	Bulldozer D-60 Swampy Type	Two (2)
5	Backhoe 0.75 Bucket Capacity	Two (2)
6	Crane with Drilling Rig Crawler Type	Three (3)
7	Dump Truck 10 ton	Thirty (30)
8	Water Truck 10,000 Liter Capacity	Two (2)
9	Mini Truck 190 HP	Two (2)
10	Vibratory Plate Compaction	Two (2)
11	Compacting Machine	Two (2)
12	Welding Machine (250 amp arc)	Two (2)
13	Generator Set 50 KVA	Two (2)
14	Truck Mounted Crane 50 Ton	Two (2)

The Bidder shall provide further details of proposed items of equipment, including that of Specialist Subcontractors, using Form EQU in Section IV, Bidding Forms.

1.1.3 Others

None.

1.2 Economic Evaluation

In addition to the criteria listed in ITB 38.2 (a) – (c) the following criteria shall apply.

1.2.1 Quantifiable nonmaterial nonconformities

Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.2.2 Other Factors

Not Applicable.

1.3 Alternative Completion Times

Not Applicable.

1.4 Alternatives Technical Solutions

Not Applicable.

2. Qualification

Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- (a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year.
- (b) Value of single Contract - Exchange rate prevailing on the date of the Contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 37.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor /Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.1 Eligibility							
2.1.1	Nationality	Nationality in accordance with ITB 4.3.	Must meet requirement	N/A	Must meet requirement	N/A	Form ELI –1.1 and 1.2, with attachments
2.1.2	Conflict of Interest	No conflicts of interests as described in ITB 4.2.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA as described in ITB 4.4.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid Form ACK

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2 Historical Contract Non-Performance							
2.2.1	History of non-performing Contracts	Non-performance of a Contract ⁽ⁱ⁾ did not occur as a result of Contractor's default since 1st January 2016 .	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.2	Pending Litigation	All pending litigation shall in total not represent more than Fifty percent (50%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁽ⁱⁱⁱ⁾ since 1st January 2012	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
<p><u>Notes for the Bidder</u></p> <p>(i) Non-performance, as decided by the Employer, shall include all Contracts: (a) where non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective Contract, and (b) that were so challenged but fully settled against the Contractor.</p> <p>Non-performance shall not include Contracts where Employers decision was overruled by the dispute resolution mechanism. On-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective Contract and where all appeal instances available to the Applicant have been exhausted.</p> <p>(ii) This requirement also applies to Contracts executed by the Bidder as a JV member.</p>							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2 Historical Contract Non-Performance							
(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from Contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in rejection of the Bid.							

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3 Financial Situation							
2.3.1	Financial Performance	The audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and its prospective long term profitability . As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1 with attachments
2.3.2	Average Annual Turnover	Minimum average annual turnover of Fifty Million US Dollars (USD 50,000,000.00) , calculated as total certified payments received for Contracts in progress and/or completed, within the last five (5) years divided by five (5) years.	Must meet requirement	Must meet requirement	Must meet Twenty Five percent (25%) of the requirement	Must meet Forty percent (40%) of the requirement	Form FIN –2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3 Financial Situation							
2.3.3	Financial Resources	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as Ten Million US Dollars (USD 10,000,000.00) for the subject Contract(s) net of the Bidder's other commitments.	Must meet requirement	Must meet requirement	Must meet Twenty Five percent (25%) of the requirement	Must meet Forty percent (40%) of the requirement	Form FIR- 1
		(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR– 1 and Form FIR - 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4 Experience							
2.4.1	General Experience	Experience under contracts in the role of prime contractor (single entity or JV member), Subcontractor, or management contractor ⁽ⁱ⁾ for at least the last ten (10) years starting 1st January 2007 .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP-1
2.4.2 (a)	Specific Experience	A minimum number of two (2) similar ⁽ⁱⁱ⁾ contracts that have been satisfactorily and/or substantially ⁽ⁱⁱⁱ⁾ completed as a prime contractor (single entity or JV member) ^(iv) between 1st January 2007 and the Bid submission deadline.	Must meet requirement (can be a specialist Subcontractor)	Must meet requirements ^(v) (can be a specialist Subcontractor)	N/A	N/A	Form EXP - 2(a)
2.4.2 (b)	Specific Experience	For the above or other contracts completed and under implementation as prime contractor (single entity or JV member), management contractor or Subcontractor ^(vi) between 1st January 2007 and the Bid submission deadline, a minimum experience in the following key activities successfully completed: 1. Soil Improvement Works of at least Ten Thousand square meters (10,000 m²) ;	Must meet requirements (can be a specialist Subcontractor)	Must meet requirements (can be a specialist Subcontractor)	N/A	N/A	Form EXP-2(b)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4 Experience							
		2. Embankment Works at least One Hundred Thousand cubic meters (100,000 m³) ; 3. Experience of Industrial Building for at least Two Thousand foot print (2,000 m²) ; and 4. Supply of Depot Maintenance Equipment for at least Five Million US Dollars (USD 5,000,000.00) .					
<p><u>Notes for the Bidder</u></p> <p>(i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the work(s) associated with the Contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the contract.</p> <p>(ii) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Employer’s Requirements. Summation of number of small value Contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.</p> <p>(iii) Substantial completion shall be based on eighty percent (80%) or more works completed under the Contract.</p> <p>(iv) For contracts under which the Bidder participated as a JV member, only the Bidder’s share, by value, shall be considered to meet this requirement.</p> <p>(v) In case of a JV, the value of Contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single Contract has been met. Instead, each Contract performed by each member shall satisfy the minimum value of a single Contract as required for single entity. In determining whether the JV meets the requirement of total number of Contracts, only the number of Contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.</p> <p>(vi) For Contracts under which the Bidder participated as a JV member or Subcontractor, only the Bidder’s share shall be counted to meet this requirement.</p>							

2.5 Subcontractors/manufacturers

Subcontractors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

Baclaran Depot and Zapote Depot

Item No.	Description of Item	Minimum Criteria to be met
1	Civil and Architectural Works	Minimum ten (10) years' experience in similar project work
2	Steel Structure Work	Ditto
3	Building E & M works	Ditto
4	Rolling Stock Maintenance Equipment	Ditto
5	Non-Rolling Stock Maintenance Equipment	Ditto
6	Waste Water Treatment Plant	Ditto
7	Soil Improvement Work	Minimum five (5) years' experience in similar project work
8	Fire Protection System	Ditto
9	Security Camera Systems	Ditto
10	Illumination Tower Light	Ditto

Failure to comply with this requirement will result in rejection of the Subcontractor/Manufacturer.

In the case of a Bidder who offers to supply and install major items of supply under the Contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using Form MAN provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

PART 1 - SECTION IV

BIDDING FORMS

Table of Forms

Single-Stage	
Letter of Technical Bid	1
Letter of Price Bid	3
Schedule of Adjustment Data	5
Price Schedules	
Schedule No. 1. General Items	6
Schedule No. 2. Design	8
Schedule No. 3 Fabrication & Transportation	16
Schedule No. 4 On-Site Construction, Installation and Testing	17
Schedule No. 5. Training	28
Schedule No. 6. Special Tools & Spare Parts	29
Schedule No. 7. Miscellaneous Work	30
Schedule No. 8. Daywork Summary	31
Schedule No. 9. Summary of specified Provisional Sums	32
Grand Summary	33
Form COD-1: Country of Origin Declaration Form	34
Form COD-1(a): Summary for the Total Cost of Goods Procured from Japan	35
Schedule of payment	36
Technical Proposal	38
Site Organization	39
Method Statement	40
Mobilization Schedule	42
Construction Schedule	43
Safety Plan	46
Form COD-2: Country of Origin Declaration Form	47
Form PER-1: Proposed Personnel	48
Form PER-2: Resume of Proposed Personnel	49
Form EQU: Equipment	51
Form SUB: Proposed Subcontractors for Major Items of Purchase or Subcontract	52
Form Man: Manufacturer's Authorization	53
Form SPA: Spare Parts	54
Bidder's Qualification	56
Form ELI – 1: Bidder Information	57
Form ELI – 2: Bidder's Party Information	58
Form CON: Historical Contract Non-Performance	59
Form FIN-1: Financial Situation	62
Form FIN-2: Average Annual Turnover	64
Form FIR-1: Financial Resources	65
Form FIR-2: Current Contract Commitments	66
Form EXP-1: General Experience	67
Form EXP-2(a): Specific Experience	68
Form EXP-2(b): Experience in Key Activities	70
Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans	72
Form DEC: Declaration as to the Origin of Goods and Services and the Eligibility of Supplier(s)	74
Form of Bid Security (Bank Guarantee)	76
Form of Bid Security (Bid Bond)	78

Single-Stage Bidding

Letter of Technical Bid

Date: _____
Loan Agreement No.: **PH-P255**
IFB No.: 17-065-3

To: **THE CHAIRPERSON**
Bids and Awards Committee III
Procurement Service
PS Complex, Cristobal Street
RR Road, Paco, Manila 1007
Philippines

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): [*insert the number and issuing date of each Addendum*];
- (b) We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB4;
- (d) We offer to design, supply, install/construct, ship, test and commission, and train in conformity with the Bidding Documents, the following Works: Expansion of the Existing Depot at Baclaran and Construction of a New Satellite Depot at Zapote for LRT Line 1 – South (Cavite) Extension Project, involves Civil, Architectural and Electrical and Mechanical works, including the supply of the necessary maintenance equipment and spare parts, testing and commissioning and training of operations and maintenance staff;
- (e) Our Bid shall be valid for a period of One Hundred Twenty (120) calendar days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB4.2 (c), other than alternative Bids submitted in accordance with ITB 13; and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder* [*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder** [*insert complete name of person duly authorized to sign the Bid*]

Title of the person signing the Bid [*insert complete title of the person signing the Bid*]

Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Single-Stage Bidding

Letter of Price Bid

Date: _____
Loan Agreement No.: **PH-P255**
IFB No.: 17-065-3

To: **THE CHAIRPERSON**
Bids and Awards Committee III
Procurement Service
PS Complex, Cristobal Street
RR Road, Paco, Manila 1007
Philippines

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8): [*insert the number and issuing date of each Addendum*];
- (b) We offer to design, supply, install/construct, shipment, testing and commissioning, and training in conformity with the Bidding Documents, the following Works: Expansion of the Existing Depot at Baclaran and Construction of a New Satellite Depot at Zapote for LRT Line 1 – South (Cavite) Extension Project, involves Civil, Architectural and Electrical and Mechanical works, including the supply of the necessary maintenance equipment and spare parts, testing and commissioning and training of operations and maintenance staff;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: In case of only one lot, total price of the Bid [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];
- (d) The discounts offered and the methodology for their application are:

The discounts offered are: [*specify in detail each discount offered*]

The exact method of calculations to determine the net price after application of discounts is shown below: [*specify in detail the method that shall be used to apply the discounts*];
- (e) Our Bid shall be valid for a period of One Hundred Twenty (120) days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and

(h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Schedule of Adjustment Data

Table A. Local Currency

(a)	(b)	(c)	(d)	(e)	(f)
Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Related Currency Amount	Bidder's Proposed Weighting
a	Non-adjustable Fixed	Philippine Statistics Authority (PSA)	—	—	A: 0.15
b	Labours	PSA			B: 0.09 – 0.13
c	Equipment	PSA			C: 0.20 - 0.24
d	Materials	PSA			D: 0.48 – 0.56
Total				(A+B+C+D) =	1.00

The Bidder shall fill in column (e) and specify a value within the ranges given by the Employer in B, C and D of column (f), so that the total weighting equals 1.00.

The prices quoted by the Bidder shall apply the Price Adjustment for local currency portion per GC Clause 13.8.

Column “(d) Base value and date” is the Index value 28 days before the Bid Submission Date, to be provided by the Bidder.”; and

Column “(e) Bidder’s related currency amount” is the Peso amount of the Total of column (e) (A+ B+ C+D) multiplied by the Bidder’s weighting within the ranges shown in column (f) for each Index Code.

Price Schedule

Schedules of Rates and Prices

Schedule No. 1: General Items

Item no.	Description	Unit	Quantity	Unit Price		Amount	
				Local	Foreign	Local	Foreign
101	Performance Security (Guarantee/Bond)	sum	1				
102	Advance Payment Security	sum	1				
103	Retention Money Security	sum	1				
104	Insurance of the Works	sum	1				
105	Insurance of Contractor's Equipment	sum	1				
106	Third Party Insurance	sum	1				
107	Allow for support of operation and maintenance during the twenty four (24) months Defects Notification Period	month	24				
108	Establishment and removal of the Employer's/ the Engineer's offices	sum	1				
109	Maintenance of the Employer's/ the Engineer's offices	sum	1				
110	Health/welfare, safety and environmental protection	sum	1				
111	Establishment and removal of facilities for the Employer's Personnel /Engineer including equipment, vehicles, PPE, etc. as specified in the Part 2 Employer's Requirements Section VI-2-1 General Specification Clause 16.	sum	1				
112	Maintenance of facilities for the Employer's Personnel /Engineer including equipment, vehicles, PPE, etc. as specified above	sum	1				
113	Personal Protective Equipment for the Employer's/ the Engineers	sum	1				

Item no.	Description	Unit	Quantity	Unit Price		Amount	
				Local	Foreign	Local	Foreign
114	Establishment and Removal of Contractor's facilities and cleaning up the Site on completion	sum	1				
115	Maintenance of Contractor's facilities	sum	1				
116	Temporary works, diversion and public protection	sum	1				
117	Provide construction photographs	sum	1				
118	Provide Material Delivery Schedule	sum	1				
119	Contractor's management and administration	sum	1				
120	Provide Safety Organization and facilities	sum	1				
121	Provide Quality Control Organization	sum	1				
122	Provide Works Program	sum	1				
123	Provide Temporary fence and Project Information Signs	sum	1				
124	Testing and inspection by Independent Authorities and Provision for Employer's Personnel for Inspection or Verification of Works in a Foreign Country to include labour, international travel and accommodation and subsistence in accordance with PCC Sub-Clause 6.6, hire of testing equipment etc.	sum	1				
125	Statutory Fees and Charges	sum	1				
126	Sundry Items	sum	1				
	Others* ¹						
Total for Schedule No. 1 (carried forward to Grand Summary, page.....)						—	—

Schedule No. 2: Design

¹Note] ✖: The bidder shall indicate the items if necessary.

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
201	Design of Plant, Equipment and Machinery at Zapote and Baclaran Depot	sum	1				
202	Design of Temporary Works at Zapote and Baclaran Depot	sum	1				
203	Interface of Track, Design of Buildings and Facilities Layout at Zapote and Baclaran Depot	sum	1				
204	Design of Civil and Structural Works at Zapote and Baclaran Depot	sum	1				
205	Design of Architectural Works at Zapote and Baclaran Depot	sum	1				
206	Design of Buildings E & M Works at Zapote and Baclaran Depot	sum	1				
207	Compilation and Submission of As-built Drawings	sum	1				
	Others※ ¹						
Total for Schedule No. 2 (carried forward to Grand Summary, page.....)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 2: Design

<201- Design of Plant, Equipment and Machinery at Zapote and Baclaran Depot>

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
201-1	Design of Waste Water Treatment Plant and associated facilities at Zapote and Baclaran Depot	sum	1				
201-2	Design of Automatic Train Wash Plant, Recycle System and associated facilities at Zapote Depot	sum	1				
201-3	Design of Rolling Stock Light Maintenance Equipment and associated facilities at Zapote and Baclaran Depot	sum	1				
201-4	Design of Rolling Stock Heavy Maintenance Equipment and associated facilities at Baclaran Depot	sum	1				
201-5	Design of Track Work Maintenance equipment and associated facilities	sum	1				
201-6	Design of Power and OCS Maintenance equipment and associated facilities	sum	1				
201-7	Design of Signal and Telecommunication Maintenance equipment and associated facilities	sum	1				
201-8	Design of Building Facilities Maintenance equipment and associated facilities	sum	1				
	Others※ ¹						
Total for Schedule No. 201 (carried forward to Schedule No.2)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 2: Design

<204-Design of Civil and Structural Works at Zapote and Baclaran Depot>

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
204-1	Design of Soil Improvement and all necessary earthworks (include sub-ballast) at Zapote Depot	sum	1				
204-2	Design of Road, parking, level crossing and all pavement area include finalizing all elevation at Zapote Depot	sum	1				
204-3	Design of Entrance Access Road and all necessary facilities which include finalizing all elevation at Zapote Depot	sum	1				
204-4	Design of Rain water drainage system at Zapote Depot	sum	1				
204-5	Design of Water supply system (include water tank) at Zapote Depot	sum	1				
204-6	Design of Domestic/Industrial waste water drainage and treatment system (include plant civil work) at Zapote Depot	sum	1				
204-7	Design of River wall and Retaining wall at Zapote Depot	sum	1				
204-8	Design of Cable duct, pit, plinth etc. at Zapote Depot	sum	1				
204-9	Design of Automatic train wash plant civil work (include recycle tank and necessary room) at Zapote Depot	sum	1				
204-10	Design of Other minor structures like height limit, working deck, transition slab, perimeter fence, landscape etc. at Zapote Depot	sum	1				
204-11	Design of all necessary earthworks (include sub-ballast) at Baclaran Depot	sum	1				

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
204-12	Design of Road, parking, level crossing, train unloading area and all pavement area include finalizing all elevation at Baclaran Depot	sum	1				
204-13	Design of Rain water drainage system at Baclaran Depot	sum	1				
204-14	Design of Water supply system at Baclaran Depot	sum	1				
204-15	Design of Domestic/Industrial waste water drainage and treatment system at Baclaran Depot	sum	1				
204-16	Design of Retaining wall at Baclaran Depot	sum	1				
204-17	Design of Cable duct, pit, plinth etc. at Baclaran Depot	sum	1				
204-18	Design of OCS and Anchor Foundation at Baclaran and Zapote Depot	sum	1				
204-19	Design of Other minor structures like height limit, transition slab, perimeter fence, landscape etc. at Baclaran Depot	sum	1				
	Others ^{*1}						
Total for Schedule No. 204 (carried forward to Schedule No.2)						—	—

¹Note] ✕ The bidder shall indicate the items if necessary.

Schedule No. 2: Design

<205- Design of Architectural Works at Zapote and Baclaran Depot>

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
205-1	Design of Light Maintenance Shop (include pit, plinth, platform etc.) at Zapote Depot	sum	1				
205-2	Design of Substation at Zapote Depot	sum	1				
205-3	Design of Material Storage at Zapote Depot	sum	1				
205-4	Design of Gate house (include entrance gate) at Zapote Depot	sum	1				
205-5	Design of Switch Room at Zapote Depot	sum	1				
205-6	Design of Pump Room for water tank at Zapote Depot	sum	1				
205-7	Design of other minor building/ structures like Hazardous material storage, waste material storage, Oil storage etc. at Zapote Depot	sum	1				
205-8	Design of Light Maintenance Shop/ Heavy Maintenance Workshop (include pit, plinth, platform etc.) at Baclaran Depot	sum	1				
205-9	Design of Substation at Baclaran Depot	sum	1				
205-10	Design of Motor Pool at Baclaran Depot	sum	1				
205-11	Design of Material Storage at Baclaran Depot	sum	1				
205-12	Design of Gate house (include entrance gate) at Baclaran Depot	sum	1				
205-13	Design of Switch Room at Baclaran Depot	sum	1				
205-14	Design of Infrastructure Maintenance Equipment Storage at Baclaran Depot	sum	1				
205-15	Design of other minor building/ structures like Hazardous material storage, waste material storage etc. at Baclaran Depot	sum	1				

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
205-16	Design of Renovation of existing Administration Building/ Structures including necessary civil works at Baclaran Depot	sum	1				
	Others ^{※1}						
Total for Schedule No. 205 (carried forward to Schedule No.2)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 2: Design
<206- Design of Buildings E & M Works at Zapote and Baclaran Depot>

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
206-1	Design of Building LV power and lighting works at Zapote Depot	sum	1				
206-2	Design of Building earthing, lightning protection at Zapote Depot	sum	1				
206-3	Design of Building fire alarm system at Zapote Depot	sum	1				
206-4	Design of Air conditioning and ventilation system at Zapote Depot	sum	1				
206-5	Design of Sanitary system at Zapote Depot	sum	1				
206-6	Design of Water supply system in the building, facilities and working deck etc. at Zapote Depot	sum	1				
206-7	Design of Compressed air distribution system at Zapote Depot	sum	1				
206-8	Design of Illumination Tower (include foundation) at Zapote Depot	sum	1				
206-9	Design of Security Camera System at Zapote Depot	sum	1				
206-10	Design of Fire protection system for Depot external at Zapote Depot	sum	1				
206-11	Design of Building LV power and lighting works at Baclaran Depot	sum	1				
206-12	Design of Building earthing, lightning protection at Baclaran Depot	sum	1				
206-13	Design of Building fire alarm system at Baclaran Depot	sum	1				
206-14	Design of Air conditioning and ventilation system at Baclaran Depot	sum	1				
206-15	Design of Sanitary system at Baclaran Depot	sum	1				

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
206-16	Design of Water supply system in the building, facilities etc. at Baclaran Depot	sum	1				
206-17	Design of Compressed air distribution system at Baclaran Depot	sum	1				
206-18	Design of Illumination Tower (include foundation) at Baclaran Depot	sum	1				
206-19	Design of Security Camera System at Baclaran Depot	sum	1				
206-20	Design of Fire protection system for Depot external at Baclaran Depot	sum	1				
206-21	Design of Renovation of existing Administration Building E & M System at Baclaran Depot	sum	1				
	Others ^{※1}						
Total for Schedule No. 206 (carried forward to Schedule No.2)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 3: Fabrication & Transportation

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
301	Fabrication & Transportation of Rolling Stock Light Maintenance Equipment and Tools at Zapote Depot.	sum	1				
302	Fabrication & Transportation of Automatic Train Wash Plant and associated facilities, tools (include Recycle system) at Zapote Depot.	sum	1				
303	Fabrication & Transportation of Rolling Stock Light Maintenance Equipment and Tools at Baclaran Depot.	sum	1				
304	Fabrication & Transportation of Rolling Stock Heavy Maintenance Equipment and Tools at Baclaran Depot.	sum	1				
305	Fabrication & Transportation of Track Work Maintenance Equipment and Tools.	sum	1				
306	Fabrication & Transportation of Power and OCS Works Maintenance Equipment and Tools.	sum	1				
307	Fabrication & Transportation of Telecommunication Works Maintenance Equipment and Tools.	sum	1				
308	Fabrication & Transportation of Signalling Works Maintenance Equipment and Tools.	sum	1				
309	Fabrication & Transportation of Building Facilities Maintenance Equipment and Tools.	sum	1				
	Others ^{※1}						
Sub-Total for Schedule No. 3 (carried forward to Grand Summary, page)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
401	Installation and Testing of Plant, Equipment and Machinery at Zapote and Baclaran Depot	sum	1				
402	Construction of Architectural Works at Zapote Depot	sum	1				
403	Construction, Installation and Testing of Building E & M Works at Zapote Depot	sum	1				
404	Construction of Temporary Works at Zapote Depot	sum	1				
405	Construction of Permanent Civil and Structural Works at Zapote Depot	sum	1				
406	Construction of Architectural Works at Baclaran Depot	sum	1				
407	Construction, Installation and Testing of Building E & M Works at Baclaran Depot	sum	1				
408	Construction of Temporary Works at Baclaran Depot	sum	1				
409	Construction of Permanent Civil and Structural Works at Baclaran Depot	sum	1				
	Others ^{*1}						
Total for Schedule No. 4 (carried forward to Grand Summary, page)						—	—

¹Note] ✕ The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing

< 401- Installation and Testing of Plant, Equipment and Machinery at Zapote and Baclaran Depot >

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
401-1	Installation & Testing of Rolling Stock Light Maintenance Equipment and Tools at Zapote Depot.	sum	1				
401-2	Installation & Testing of Automatic Train Wash Plant and associated facilities, tools (include Recycle system) at Zapote Depot.	sum	1				
401-3	Installation & Testing of Rolling Stock Light Maintenance Equipment and Tools at Baclaran Depot.	sum	1				
401-4	Installation & Testing of Rolling Stock Heavy Maintenance Equipment and Tools at Baclaran Depot.	sum	1				
401-5	Installation & Testing of Track Work Maintenance Equipment and Tools.	sum	1				
401-6	Installation & Testing of Power and OCS Works Maintenance Equipment and Tools.	sum	1				
401-7	Installation & Testing of Telecommunication Works Maintenance Equipment and Tools.	sum	1				
401-8	Installation & Testing of Signalling Works Maintenance Equipment and Tools.	sum	1				
401-9	Installation & Testing of Building Facilities Maintenance Equipment and Tools.	sum	1				
401-10	Construction, Installation and Testing of Waste Water Treatment Plant include related civil works at Zapote Depot	sum	1				
401-11	Construction, Installation and Testing of Waste Water Drainage System include related civil works at Baclaran Depot	sum	1				

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
	Others ✕ ¹						
Sub-Total for Schedule No. 401 (carried forward to Schedule No.4)						—	—

¹Note] ✕ The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing
< 402- Construction of Architectural Works at Zapote Satellite Depot >

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
402-1	Construction of Light Maintenance Shop include pit, duct, plinth, platform etc.	sum	1				
402-2	Construction of Substation include trench, plinth etc.	sum	1				
402-3	Construction of Material Storage include racks, bins, cabinets, shelves etc.	sum	1				
402-4	Construction of Gate House include entrance Gate, toilet, lockers etc.	sum	1				
402-5	Construction of Switch Room	sum	1				
402-6	Construction of Pump Room include pump and foundation	sum	1				
402-7	Construction of Other Minor Buildings/ Structures like Hazardous Material Storage, Waste Material Storage, Oil Storage etc.	sum	1				
	Others ^{※1}						
Total for Schedule No. 402 (carried forward to Schedule No.4)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing

< 403- Construction of Building E & M Works at Zapote Satellite Depot >

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
403-1	Construction, Installation and Testing of Building LV Power and Lighting Works	sum	1				
403-2	Construction, Installation and Testing of Building Earthing, Lightning Protection	sum	1				
403-3	Construction, Installation and Testing of Fire Alarm System	sum	1				
403-4	Construction, Installation and Testing of Sanitary System	sum	1				
403-5	Construction, Installation and Testing of Water Supply System in the buildings, facilities and working deck etc.	sum	1				
403-6	Construction, Installation and Testing of Compressed Air Distribution System	sum	1				
403-7	Construction, Installation and Testing of Illumination Tower (include foundation)	sum	1				
403-8	Construction, Installation and Testing of Security Camera System	sum	1				
403-9	Construction, Installation and Testing of Fire Protection System for Depot External	sum	1				
403-10	Construction, Installation and Testing of Air conditioning and ventilation System	sum	1				
	Others ^{※1}						
Total for Schedule No. 403 (carried forward to Schedule No.4)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing

< 404- Construction of Temporary Works at Zapote Satellite Depot >

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
404-1	All necessary temporary works and materials include scaffolding, support, dewatering, cofferdam, Road, Fence, Signboard, water, lighting and power etc.	sum	1				
404-2	Zapote Depot topographic survey include access road	sum	1				
404-3	Clearing and removal of existing debris, garbage, grasses, vegetation and trees etc.	sum	1				
404-4	Removal and disposal of all unsuitable materials	sum	1				
	Others* ¹						
Total for Schedule No. 404 (carried forward to Schedule No.4)						—	—

¹Note] ✕ The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing
< 405- Construction of Permanent Civil and Structural Works at Zapote Satellite Depot >

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
405-1	Soil Improvement Work	sum	1				
405-2	Earth work include embank preparation and embankment	sum	1				
405-3	Rain Water Drainage System include track underdrain	sum	1				
405-4	Cable duct, pit, plinth for power, signal and telecommunication cabling work	sum	1				
405-5	Sub-ballast Work	sum	1				
405-6	Water Supply System include water tank	sum	1				
405-7	Domestic/ Industrial waste water drainage system include oil/ grease separator etc.	sum	1				
405-8	River wall, retaining wall	sum	1				
405-9	Access road, Depot internal road, parking, level crossing and other pavement area include road signage and marking etc.	sum	1				
405-10	Working Deck	sum	1				
405-11	Transition Slab	sum	1				
405-12	Height Limit	sum	1				
405-13	Perimeter Fence	sum	1				
405-14	Landscape	sum	1				
405-15	Construction of OCS and Anchor Foundation	sum	1				
405-16	Automatic Train Wash Plant (include re-cycle tank and necessary room)	sum	1				
	Others ^{※1}						
Total for Schedule No. 405 (carried forward to Schedule No.4)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing

< 406- Construction of Architectural Works at Baclaran Expansion Depot >

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
406-1	Construction of Light Maintenance Shop include pit, duct, plinth, platform etc.	sum	1				
406-2	Construction of Heavy Maintenance Workshop include pit, duct, plinth etc.	sum	1				
406-3	Construction of Substation include trench, plinth etc.	sum	1				
406-4	Construction of Material Storage include racks, bins, cabinets, shelves etc.	sum	1				
406-5	Construction of Gate House include entrance Gate, toilet, lockers etc.	sum	1				
406-6	Construction of Switch Room	sum	1				
406-7	Construction of Motor Pool	sum	1				
406-8	Construction of Infrastructure Maintenance Equipment Storage	sum	1				
406-9	Construction of Other Minor Buildings/ Structures like Hazardous Material Storage, Waste Material Storage etc.	sum	1				
406-10	Renovation of existing Administration Building/ Structures to be used by LRTA	sum	1				
	Others ^{*1}						
Total for Schedule No. 406 (carried forward to Schedule No.4)						—	—

¹Note] * The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing

< 407- Construction of Building E & M Works at Baclaran Expansion Depot >

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
407-1	Construction, Installation and Testing of Building LV Power and Lighting Works	sum	1				
407-2	Construction, Installation and Testing of Building Earthing, Lightning Protection	sum	1				
407-3	Construction, Installation and Testing of Fire Alarm System	sum	1				
407-4	Construction, Installation and Testing of Sanitary System	sum	1				
407-5	Construction, Installation and Testing of Water Supply System in the buildings, facilities, etc.	sum	1				
407-6	Construction, Installation and Testing of Compressed Air Distribution System	sum	1				
407-7	Construction, Installation and Testing of Illumination Tower (include foundation)	sum	1				
407-8	Construction, Installation and Testing of Security Camera System	sum	1				
407-9	Construction, Installation and Testing of Fire Protection System for Depot External	sum	1				
407-10	Construction, Installation and Testing of Air conditioning and ventilation System	sum	1				
407-11	Renovation and Testing of E & M System of existing Administration Building at Baclaran Depot	sum	1				
	Others ^{※1}						
Total for Schedule No. 407 (carried forward to Schedule No.4)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing

< 408- Construction of Temporary Works at Baclaran Expansion Depot >

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
408-1	All necessary temporary works and materials include scaffolding, support, dewatering, cofferdam, Road, Fence, Signboard, water, lighting and power etc.	sum	1				
408-2	Demolish and removal of all existing buildings, structures and tracks include existing utilities	sum	1				
408-3	Clearing and removal of existing debris, garbage, grasses, vegetation and trees etc.	sum	1				
408-4	Removal and disposal of all unsuitable materials include contaminated soil	sum	1				
408-5	Underground box culvert location survey by trench excavation include other underground utility survey	sum	1				
	Others ^{※1}						
Total for Schedule No. 408 (carried forward to Schedule No.4)						—	—

¹Note] ※ The bidder shall indicate the items if necessary.

Schedule No. 4: On-Site Construction, Installation and Testing

< 409- Construction of Permanent Civil and Structural Works at Baclaran Depot >

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
409-1	Earth work include embank preparation and embankment	sum	1				
409-2	Rain Water Drainage System include track underdrain	sum	1				
409-3	Cable duct, pit, plinth for power, signal and telecommunication cabling work	sum	1				
409-4	Sub-ballast Work	sum	1				
409-5	Water Supply System	sum	1				
409-6	Domestic/ Industrial waste water drainage system include oil/ grease separator etc.	sum	1				
409-7	Retaining Wall	sum	1				
409-8	Depot internal road, parking, level crossing, train unloading area and other pavement area include road signage and marking etc.	sum	1				
409-9	Transition Slab	sum	1				
409-10	Height Limit	sum	1				
409-11	Perimeter Fence (currently unfenced section)	sum	1				
409-12	Landscape	sum	1				
409-13	Construction of OCS and Anchor Foundation	sum	1				
	Others ^{*1}						
Total for Schedule No. 409 (carried forward to Schedule No.4)						—	—

¹Note] ✕ The bidder shall indicate the items if necessary.

Schedule No. 5: Training

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
501	Training of Operation and Maintenance for Depot Civil, Architectural Works and Depot Maintenance Equipment	sum	1				
502	Delivery of Operation and Maintenance Manuals for Depot Civil, Architectural, Building E&M Works and Depot Maintenance Equipment and Tools	sum	1				
	Others ^{*1}						
Total for Schedule No. 5 (carried forward to Grand Summary, page)						—	—

¹Note] * The bidder shall indicate the items if necessary.

Schedule No. 6: Special Tools & Spare Parts

Item no.	Description	Unit	Quantity	Rate		Amount	
				Local	Foreign	Local	Foreign
601	Delivery of all the special tools for Depot Civil, Architectural Works, Building E&M and Depot Maintenance Equipment	sum	1				
602	Delivery of Capital Spare Parts and Consumables (for defect notification period) for Depot Civil, Architectural Works, Building E&M and Depot Maintenance Equipment	sum	1				
	Others ^{*1}						
Total for Schedule No. 6 (carried forward to Grand Summary, page)						—	—

¹Note] ✘ The bidder shall indicate the items if necessary.

Schedule No. 7 – Miscellaneous Work

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>		<i>Amount</i>	
				<i>Local</i>	<i>Foreign</i>	<i>Local</i>	<i>Foreign</i>
701	Others ^{*1}	sum	1				
Total for Schedule No. 7 (carried forward to Grand Summary, page.....)						—	—

¹Note] ✘ The bidder shall indicate the items if necessary.

Schedule No. 8 –Daywork Summary

Description	Amount
	Local
1. Sub-total for Daywork: Labour	PhP 1,500,000
2. Sub-total for Daywork: Materials	PhP 5,000,000
3. Sub-total for Daywork: Contractor's Equipment	PhP 3,500,000
Total for Daywork (Provisional Sum) (carried forward to Grand Summary (B), page.....)	PhP 10,000,000

The Bidder is to enter Unit Rates in Table below:

Description	Unit Rate
	Local
1. Daywork: Labour	
2. Daywork: Materials	
3. Daywork: Contractor's Equipment	

Schedule No. 9 - Summary of Specified Provisional Sums

Bill No.	Item No.	Description	Amount	
			Local	Foreign
1		Underground Utility Relocation	PhP 50,000,000	
2		Cost of DB*	PhP20,400,000	
3				
4				
5				
6				
7				
8				
etc.				
Total for Specified Provisional Sums (carried forward to Grand Summary (C), page....)			PhP 70,400,000	
Provisional Sums included and so designated in the Price Schedules shall be expended in whole or in part at the direction of the Engineer, except for the provisional sum for the cost of the DB, which requires no prior instruction of the Engineer, in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.				

*[*One-half of the Employer's cost estimate of the Disputes Board shall be included in the Provisional Sums. Contractor's overheads and profits shall not be included in this amount.]*

Grand Summary

Contract Name:

Contract No.:

<i>General Summary</i>	<i>Item Nos</i>	<i>Amount</i>	
		<i>Local</i>	<i>Foreign</i>
Schedule 1: General Items	1		
Schedule 2: Design	2		
Schedule 3: Fabrication & Transportation	3		
Schedule 4: Construction, Installation and Testing on Site	4		
Schedule 5: Training	5		
Schedule 6: Special Tools & Spare Parts	6		
Schedule 7: Miscellaneous Work	7		
Subtotal of Bills	(A)		
Schedule 8: Daywork (Provisional Sum)	(B)	PhP 10,000,000	
Schedule 9: Specified Provisional Sums	(C)	PhP 70,400,000	
Total of Bills Plus Provisional Sums (A + B + C)	(D)		
Add Provisional Sum for Contingency Allowance	(E)	PhP100,000,000	JPY115,000,000
Bid Price (D + E) (Carried forward to Form of Bid)	(F)		

Form COD-1: Country of Origin Declaration Form (with Prices to be included in the Price Bid)

The Bidder is to complete the Country of Origin Declaration Form below in connection with items for manufacture and delivery from all countries proposed in the Bidding Forms.

Country of Origin Declaration Form

Item	Description	Code	Country	Price

Bidders are to insert the country codes from ISO 3166-1, February 2012 version in the column “Code”

Form COD-1 (a): Summary for the Total Cost of Goods Procured from Japan

The Bidder is to complete the Form COD-1 (a) Summary for the Total Cost of Goods Procured from Japan below, including the calculation of the percentage which is to be not less than twenty six percent (26%) of the total amount of contract, including Provisional Sums, in accordance with the requirement of Eligible Source Countries of Japanese ODA Loans.

Summary for the Total Cost of Goods Procured from Japan

Item	Description	Country	Price
		Japan	
		Japan	
		Japan	
	TOTAL (A)		

Exchange Rate: (as BDS ITB 37.1)

Description	Local PHP	Foreign JPY	Total JPY
Subtotal of Bills from Grand Summary			
Provisional Sum Schedule 8: Dayworks	10,000,000.00		
Provisional Sum Schedule 9: Specified PS	70,400,000.00		
Provisional Sum Contingency Allowance	100,000,000.00	115,000,000.00	
(B) Base for calculation (Total Bills plus Provisional Sums)			
(C) Total Percent of Japanese Content (A)/(B)			
(D) General Administration Expenses (7.41%)	(B)*7.41%	Japan	
(E) Subtotal % of General Administration Expenses			
Total Amount Japanese Content (A) + (D)			
Total % of Japanese Contents (C) + (E)			

Schedule of Payment

Bidders shall prepare their estimate of the Payment Schedule in accordance with the format shown on the **“Table: Payment Schedule – Baclaran and Zapote Depots”**.

For the purposes of this submission it should be assumed that all Provisional Sums (Grand Summary *Item Nos.* (B), (C) & (E) Amount Local and Foreign) are spent in full. Please refer to GC 14.4.

Table: Payment Schedule – Baclaran and Zapote Depots

Schedule of Payment Milestones		Amount	
		Local	Foreign
1	All Civil, Building, E&M Design Completed and Compliant seven percent (7%) of Accepted Contract Amount		
2	General Items three percent (3%) of Accepted Contract Amount to be distributed in Monthly Payment over a period of 24 months		
3	Baclaran Depot		
3.1	Clearing Site (Debris, garbage, vegetation, trees, unused material and demolish and clearing of all existing buildings, structures) two percent (2%) of Accepted Contract Amount		
3.2	Civil Works including underground civil works, sub-ballast work at minimum five (5) stabling tracks, access line ready to handover to EPC track Contractor five percent (5%) of Accepted Contract Amount		
3.3	Remaining Civil Works, Light Maintenance Shop, Heavy Maintenance Workshop and Substation ready to access by EPC Contractor twelve percent (12%) of Accepted Contract Amount		
3.4	Testing and Commissioning Completed and Certificated by the Engineer including All Maintenance Equipment, Buildings and Workshops thirteen percent (13%) of Accepted Contract Amount		
4	Delivery on site of all Maintenance Equipment thirteen percent (13%) of Accepted Contract Amount		
5	Zapote Depot		
5.1	Fifty percent (50%) completion of Soil Improvement works ten percent (10%) of Accepted Contract Amount		
5.2	One Hundred percent (100%) completion of Soil Improvement works ten percent (10%) of Accepted Contract Amount		
5.3	Embankment, underground civil works, sub-ballast work at stabling area, access line ready to handover to EPC track Contractor five percent (5%) of Accepted Contract Amount		
5.4	Light Maintenance Workshop ready to access by EPC track Contractor five percent (5%) of Accepted Contract Amount		
5.5	All Civil Works and Architectural Works including E&M Works ready to access to EPC Contractor five percent (5%) of Accepted Contract Amount		
5.6	Testing and Commissioning Completed and Certificated by the Engineer including All Maintenance Equipment and Buildings ten percent (10%) of Accepted Contract Amount		

Technical Proposal [ITB 11.2 (h)]

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Safety Plan
- Form COD-2: Country of Origin Declaration Form
- Form PER-1: Proposed Personnel
- Form PER-2: Resume Proposed Personnel
- Form EQU: Equipment
- Form SUB: Proposed Subcontractors for Major Items of Purchase or Subcontract
- Form MAN: Manufacturer's Authorization
- Form SPA: Spare Parts

Site Organization

The Bidder shall provide a complete Staffing Schedule and Organization Chart as required by the Instruction to Bidder. The Organization chart (in A4 or A3 size) may describe the role of each key position.

The chart shall clearly show the personnel proposed in “**Form PER-1**” and “**Form PER-2**”.

Method Statement

The Bidder shall provide a Statement of Design and Construction Methods together with illustrations fully describing work procedures, method and resources.

The method statement shall specifically address each separate activity and Technical Requirements in the Bidding Documents.

Major work items which require the outline of method statement shall include, but not limited to, the following:

1. Design Work;
2. Design Planning showing process and Design criteria;
3. The following items shall be addressed in the Planning:
 - a. Depot Layout: Interfacing with the LRMC, EPC Contractor and the Existing Depot.
 - b. Civil Structures and Buildings:
 - i. Seismic Load;
 - c. Soil Improvement in Zapote Depot:
 - i. Consolidation Settlement; and
 - ii. Liquefaction;
4. Temporary Dewatering and Clearing Work in Zapote Depot;
5. Disposal of Unsuitable Material (Disposal Area with Distance and Capacity, Dump Truck to be deployed with Size and Numbers, and Environmental Prevention and Mitigation Measures);
6. Soil Improvement Work at Zapote Depot (Method of Improvement, Equipment to be deployed with Type and Numbers, Settlement Monitoring Procedure, and Environmental Prevention and Mitigation Measures);
7. Filling Work at Zapote Depot (Proposed borrow pit site for filling material, distance, capacity, Equipment to be deployed with Type and Numbers and Environmental Prevention and Mitigation Measures);
8. Concrete Work (Supply and Stock of Material, Testing Laboratory, dealing with High Temperature, Equipment to be deployed with Type and Numbers, Procedure and Period of Curing, and Timing of Formwork Removal);
9. Piling Work (if necessary: Type of Pile, Construction Procedure, Determination of Founding Level, Equipment to be deployed, Pile Load Test);
10. Road and Pavement Work (Type of Pavement, Supply of Material, and Equipment to be deployed);
11. Drainage Work (Sequences of Works including Outlets, Inlets and other Sections of System, to mitigate Interface with other Utilities and Foundations);
12. Water Supply Work (Water Supply Quantity, Water Supply Source);
13. Waste Water Treatment System Work (Treatment Quantity and Effluent Water Quality);
14. Building Work (Exterior of Light Maintenance Shop and Heavy Maintenance Workshop, Method of Fabrication and Erection of Steel Structures);
15. Building E & M Work; and

16. Depot Maintenance Equipment Work (Essential technical and performance characteristics of following Equipment; Automatic Train Wash Plant include Recycle System, Overhead Crane, Bogie Turn Table, Lifting Jack, Wheel Lathe, Universal Machine, Car Mover, Track Maintenance Vehicle, Rail Profile Grinding Car, Track Geometry Measuring Equipment, Operation and Maintenance Manual, Training of Operation and Maintenance of Depot Equipment etc.).

The separate activities to be addressed shall, as applicable, include, but not be limited to:

1. Outline of Project Management Plan;
2. Outline of Project Implementation Program;
3. Outline of Quality Assurance Management Plan;
4. Outline of System Assurance Plan;
5. Outline of Environmental Management Plan and/or Environmental Protection Controls;
6. Outline of Public and Property Protection Controls;
7. Outline of Site Establishment, Site Clean-up and Demobilization of Establishment (Details of the Site set-up and Logistics including Site layout Plans, and proposed usage of Works Area);
8. Outline of Management of Traffic and Site Access; and
9. Outline of Coordination Procedures for Third Party Access To / Through Site.
10. Outline of Interface Management with LRMC, EPC contractor, related party etc.

Mobilization Schedule

The Bidder shall provide a mobilization schedule on how he proposes to carry out the Works to initiate the Project.

Mobilization Schedule shall be a Gantt chart showing the following mobilization activities from the time of signature of the Contract Agreement by both Parties.

- a) Performance Security as stipulated in Sub-Clause 4.2 of GC;
- b) Insurance as stipulated in Sub-Clause 18 of GC;
- c) The Relevant Permits, Licenses or Approvals required by the Laws of the Philippines for the Works, including Electricity Permit and Water Permit;
- d) Detailed Time Programme as stipulated in Sub-Clause 8.3 of GC;
- e) Contractor's Operation and Storage Yard, including the Complete Establishment of Offices, Buildings, Fencing and Gates, and other Facilities necessary for the Works;
- f) Safety and Security Facilities for the Works during the initial three (3) months;
- g) Shop Drawings and Concrete Design Mix for the Works during the initial three (3) months;
- h) Procurement and Transport of Long Lead Construction Materials to the Site;
- i) Equipment Mobilization Schedule; and
- j) Personnel Mobilization Schedule.

Construction Schedule

Refer to General Conditions of Contract Sub-Clause 8.3 “Programme”.

The Bidder shall provide a Construction Schedule as per below Schedules indicating the milestones proposed and the critical path for the Project.

For the purposes of Bid Evaluation, the Bidder must provide a Preliminary Program in the format of a Gantt chart showing in detail how the Bidder will carry out the Works required under the Contract.

The Preliminary Program shall be based upon forty (40) hours with five (5) working days per week (from Mondays to Fridays) apart from public holidays.

Completion obligations including Key Dates shall be an integral part of the Construction Schedule and all Activities, Sequencing and Interrelationships required to achieve each of these dates shall be shown.

The program must identify:

- a. the Duration of each Activity in working days;
- b. Typical Cycle Times, and Assumed Productivity Outputs in terms of Quantity and Resources for all Major Activities;
- c. the Resources Required to Perform each such Activity in that Duration (The Construction Equipment Plan) shall be consistent with the current status of the Equipment listed in Form EQU;
- d. the Critical Path;
- e. the Necessary Interface Work;
- f. the Sequencing of Interdependent Activities; and
- g. the Dates by which:
 - i) all approvals must be obtained;
 - ii) all supplies of materials must be obtained; and
 - iii) any items to be incorporated into the Works or Services must be manufactured and obtained or performed.

The following activities shall be included in the Construction Schedule:

1. Disposal of Unsuitable Material;
2. Soil Improvement;
3. Embankment at Zapote Depot; and
4. Fabrication and Erection of Steel Structures.

Bidders must also comply with the “Construction Schedule” in accordance with the format shown below. The Construction Schedule shall, include at a minimum, the Design, Construction and On Site Installation, Testing, Commissioning, Training, Maintenance, Defect Liability and Documentation; and other factors necessary which must be specified.

CONSTRUCTION SCHEDULE OF ZAPOTE AND BACLARAN DEPOT WORKS

Note: The Milestone Starts from Commencement Date

No.	Description of Items	Month	Year 1												Year 2												Year 3		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
1. Zapote Satellite Depot Civil Works																													
A1 Preliminary Works																													
1	Site Office and Facilities Set up	M3																											
A2 Design Works																													
1	Additional Survey & Soil Investigation (If necessary) Complete	M1																											
2	Detail Design Complete and Approved (Civil)	M3																											
3	Detail Design Complete and Approved (Building and Facilities)	M6																											
B Civil Works																													
1	Completion of 50% of Soil Improvement Works	M7																											
2	Completion of 100% of Soil Improvement Works	M10.5																											
3	Handover all Stabling Track area to EPC contractor include access track to mainline	M17																											
4	Completion of all Depot civil Works	M24																											
C Building and Facilities																													
1	Access to Light maintenance Shop by EPC Contractor	M21																											
2	Completion of all Building and Facility works	M24																											
2. Baclaran Expansion Depot Civil Works																													
A1 Preliminary Works																													
1	Site Office and Facilities Set up	M3																											
A2 Design Works																													
1	Additional Survey & Soil Investigation (If necessary) Complete	M1																											
2	Detail Design Complete and Approved (Civil)	M3																											
3	Detail Design Complete and Approved (Building and Facilities)	M5																											
B Civil Works																													
1	Clearing of Site include demolish & clear of all existing buildings	M1.5																											
2	Partial Handover of Stabling Tracks to EPC contractor (minimum 5 Stabling Tracks include access to mainline)	M8																											
3	Completion of all Depot civil Work	M18																											
C Building and Facilities																													
1	Access to Light/ Heavy Maintenance workshop by EPC Contractor	M15																											
2	Completion of all Building and Facility works	M18																											
3. Depot Maintenance Equipment Works																													
A1 Design Works																													
1	Detail Design Complete and Approved	M6																											
A2 Fabrication, Transportation, Installation, Testing and ready for Commissioning																													
1	Completion of Depot Maintenance Equipment	M24																											

KEY DATES OF ZAPOTE AND BACLARAN DEPOT WORKS

No.	Description	Date Required after Commencement Date
1. Zapote Satellite Depot Civil Works		
A1-1	Site Office and Facilities Setup	Month 3
A2-2	Detail Design Complete and Approved (Civil)	Month 3
A2-3	Detail Design Complete and Approved (Building and Facilities)	Month 6
B-3	Handover all Stabling T rack area to EPC Contractor include access track to mainline	Month 17
C-1	Access to Light Maintenance Shop by EPC Contractor	Month 21
B-4 & C-2	Completion of All Civil, Building and Facility Works	Month 24
2. Baclaran Expansion Depot Civil Works		
A1-1	Site Office and Facilities Setup	Month 3
A2-2	Detail Design Complete and Approved (Civil)	Month 3
A2-3	Detail Design Complete and Approved (Building and Facilities)	Month 5
B-2	Partial Handover of Stabling Tracks to EPC Contractor (minimum 5 Stabling T racks include access to mainline)	Month 8
C-1	Access to Light Maintenance Shop, Heavy Maintenance Workshop and Substation by EPC Contractor	Month 15
B-3 & C-2	Completion of All Civil, Building and Facility Works	Month 18
3. Depot Maintenance Equipment Works		
A1-1	Detail Design Complete and Approved	Month 6
A2-2	Completion of Depot Maintenance Equipment	Month 24

Safety Plan

The Bidder is required to submit an Outline of Site Safety Management Plan as required under the General Specification in the Employer's Requirements.

Form COD-2: Country of Origin Declaration Form (without Prices to be included in the Technical Bid)

The Bidder is to complete the Country of Origin Declaration Form below in connection with items for manufacture and delivery.

Item	Description	Code	Country

Bidders are to insert the country codes from ISO 3166-1, February 2012 version in the column “Code”

Form PER -1: Proposed Personnel

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: 17-065-3

Page [insert page number] of [insert total number] pages

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.1 for Single-Stage Bidding.]

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section III.

Form PER -2: Resume of Proposed Personnel

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: 17-065-3

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below.]

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

[Summarize professional experience over the last twenty (20) years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.]

From	To	Company / Project / Position / Relevant technical and management experience

Form EQU: Equipment

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: 17-065-3

Page [insert page number] of [insert total number] pages

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.2 for Single-Stage Bidding. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form SUB: Proposed Subcontractors for Major Items of Purchase or Subcontract

A list of major items of Purchase or Subcontract is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item.

Major Items of Purchase or Subcontract	Proposed Subcontractors/Manufacturers	Nationality
Civil and Architectural Works		
Steel Structure Work		
Building E & M works		
Rolling Stock Maintenance Equipment		
Non-Rolling Stock Maintenance Equipment		
Waste Water Treatment Plant		
Soil Improvement Work		
Depot External Fire Protection System		
Security Camera Systems		
Illumination Tower Light		

Form MAN: Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: [insert date (as day, month and year) of Bid Submission]
IFB No.: 17-065-3

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer or Manufacturer's authorized agent], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a Bid the purpose of which is to provide the following goods, manufactured by us [insert name and/or brief description of the goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 11, Defects Liability, of the General Conditions of Contract, with respect to the goods offered by the above firm.

Name: [insert complete name of person signing the Bid]

In the capacity of [insert legal capacity of person signing the bid]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Form SPA: Spare Parts

No.	Required Items of Spare Parts	Proposed Items of Spare Parts
1.	Items for LRV Maintenance	
1.1	Automatic car wash plant *1; *2	
1.2	Overhead crane (10/3 ton) *1	
1.3	Overhead crane (1.5 ton) *1	
1.4	Lifting Jack (16) *1	
1.5	Bogie turn table *1	
1.6	Wheel lathe *1; *2, *3	
1.7	Hydraulic press machine *1; *2, *3	Rolling Stock manufacturer will provide
1.8	Bogie washing booth *1; *2	
1.9	Pneumatic valve tester *1	
1.10	Air compressor tester *1; *2	
1.11	Universal machine *1, *3	
1.12	Brake tester *1; *2	Rolling Stock manufacturer will provide
1.13	Parts wash machine *1; *2	
1.14	Electric relay tester *1	
1.15	Car mover *1	
1.16	Jib crane *1	
1.17	Battery charger/tester *1, *3	
1.18	Motor truck *1; *2	
1.19	Forklift (1.0 t/ 1.5 t) *1	
1.20	Table lifter *1	
1.21	Table lifter on pit *1	
1.22	Bearing removal/pressing in device *1; *2, *3	
1.23	Induction heater *1	
1.24	Re-railing equipment *1, *2	
2	Item for Track Maintenance	
2.1	Track Maintenance Vehicle*1, *2	
2.2	Flat open wagon, *1	
2.3	Side covered wagon *1	
2.4	Rail profile grinding car *1; *2	
2.5	Rail profile grinding machine (hand operation) *1; *2; *3	
2.6	Track geometry measuring equipment *1, *4	
2.7	Tie tampers with generator set *1,	
2.8	Surveying equipment *4	
2.9	Ultrasonic rail inspection equipment *4	
2.10	Field welding hardware sets /welding kits *2; *3	

2.11	Rail heater *1	
No.	Rail tensor *1	
2.12	Weld shear *1, *3	
3	Item for Power and OCS Maintenance	
3.1	Video capture unit, and data capture and storage computer *4	
3.2	OCS Maintenance Vehicle *1; *2	
3.3	Digital contact wire height and stagger measuring device, mounted on small trailer *4	
3.4	Job site lighting, including generator *2	
3.5	Power works maintenance equipment *4	
4	Item for Telecommunication Maintenance	
4.1	Test equipment for Fiber optic cable *4	
4.2	Test equipment of Public Announcement (PA) system including sound pressure meter, test tone generator *4	
4.3	Test equipment of Closed-Circuit Television (CCTV), maintenance display, pattern generator *4	
4.4	Test equipment Radio including Standing Wave Ratio (SWR) measurement, analyzer, generator *4	
5	Items for Signal Maintenance	
6	Items for Infrastructure Maintenance	
6.1	Building Facilities Maintenance	
6.2	Waste Water Treatment Plant	
6.3	Illumination Tower Light system	
6.4	Pump	
6.5	Security Camera System	
6.6	Low Voltage Distribution	
6.7	Lightning Protection	
6.8	Fire Alarm System	

*1: Individual spare parts list for capital spare parts;

*2: Individual parts list for consumables;

*3: Individual parts list for spare tools; and

*4: Individual parts list for special parts such as sensors, probes, clamps, etc.

The information on spare parts and special tools required in ITB 16.1 (b) shall be provided in the right-hand column “Proposed Items of Spare Parts”

Bidder's Qualification

Option 2: Bidder's Qualification without Prequalification

To establish its qualification to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder:

- Form ELI - 1: Bidder Information
- Form ELI - 2: Bidder's Party Information
- Form CON: Historical Contract Non-Performance
- Form FIN - 1: Financial Situation
- Form FIN - 2: Average Annual Construction Turnover
- Form FIR - 1: Financial Resources
- Form FIR - 2: Current Contract Commitments
- Form EXP - 1: General Experience
- Form EXP - 2(a): Specific Experience
- Form EXP - 2(b): Experience in Key Activities

Form ELI - 1: Bidder Information

Date: [insert day, month, year]

IFB No.: 17-065-3

Page [insert page number] of [insert total number] pages

[The Bidder shall provide the following information.]

1. Bidder's legal name:[insert full name]
2. In case of JV, legal name of the representative member and of each member:[insert full name of each member in the JV and specify the representative member]
3. Bidder's actual or intended country of registration:[insert country of registration]
4. Bidder's actual or intended year of incorporation: [insert year of incorporation]
5. Bidder's legal address in country of registration:[insert street/number/town or city/country]
6. Bidder's authorized representative information Name:[insert full name] Address:[insert street/number/town or city/country] Telephone/Fax numbers:[insert telephone/fax numbers, including country and city codes] Email Address:[insert E-mail address]
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI - 2: Bidder's Party Information

Date: [insert day, month, year]

IFB No.: 17-065-3

Page [insert page number] of [insert total number] pages

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist Subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]

1. Bidder's legal name:[insert full name]
2. Bidder's Party legal name:[insert full name of Bidder's Party]
3. Bidder's Party country of registration:[insert country of registration]
4. Bidder's Party year of incorporation:[insert year of incorporation]
5. Bidder's Party legal address in country of registration: [insert street/number/town or city/country]
6. Bidder's Party authorized representative information Name: [insert full name] Address: [insert street/number/town or city/country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address:[insert E-mail address]
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON: Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: 17-065-3

Page [insert page number]of [insert total number]pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2016, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2016 in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, is(are) indicated below:			
Year	Non- performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> Contract Identification: [indicate complete Contract name, number, and any other related identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)] 	[insert amount]

2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate.				
<input type="checkbox"/> Pending litigation in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate, is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Employer: [insert full name] • Address of Employer: [insert street/city/country] • Matter in dispute: [indicate main issues in dispute] • Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary] 	[insert amount]

3. Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January 2012, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate.		
<input type="checkbox"/> Court/arbitral award decisions against the Bidder since 1 st January 2012, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, are indicated below:		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Employer: [insert full name] • Address of Employer: [insert street/city/country] • Matter in dispute: [indicate main issues in dispute] • Party who initiated the dispute: [indicate "Employer" or "Contractor"] • Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary] 	[insert amount]

Form FIN - 1: Financial Situation

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: 17-065-3

Page [insert page number]of [insert total number]pages

1. Financial Data

Type of Financial Information in (currency)	Historic Information for Previous Five (5)Years (amount, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

2. Financial Documents

The Bidder and its Parties shall provide copies of the financial statements for the last **five (5) years** pursuant to the Prequalification Criteria or Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, of each member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the last **five (5) years** required above; and complying with the requirements.

¹If the most recent set of financial statements is for a period earlier than twelve (12) months from the date of Bid, the reason for this should be justified.

Form FIN - 2: Average Annual Turnover

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: 17-065-3

Page [insert page number]of [insert total number]pages

Annual Turnover Data (Construction only)			
Year	Amount and Currency	Exchange rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
Average Annual Construction Turnover *			

* Total USD equivalent for all years divided by the total number of years, in accordance with the Prequalification criteria, or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2, as appropriate.

Form FIR - 1: Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: 17-065-3

Page [insert page number]of [insert total number]pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or Contracts as indicated in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3]

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		

Form FIR - 2: Current Contract Commitments

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: 17-065-3

Page *[insert page number]* of *[insert total number]* pages

[Bidders and each member of a JV should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3 as appropriate.]

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six (6) Months [USD/month]
1					
2					
3					
4					
5					

Form EXP - 1: General Experience

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: 17-065-3

Page [insert page number]of [insert total number]pages

[Identify Contracts that demonstrate continuous work over the past ten (10) years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1. List Contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
[indicate year]	[indicate year]	<ul style="list-style-type: none"> • Contract name: [insert full name] • Brief description of the works performed by the Bidder: [describe works performed briefly] • Amount of Contract: [insert amount, currency, exchange rate and USD equivalent] • Name of Employer: [indicate full name] • Address: [indicate street/number/town or city/country] 	[insert "Prime Contractor"(Single entity or JV member) or "Subcontractor" or "Management Contractor"]

Form EXP -2(a): Specific Experience

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name:[insert full name]

Joint Venture Party Legal Name:[insert full name]

IFB No.: 17-065-3

Page [insert page number]of [insert total number]pages

[Fill out one (1) form per Contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).]

Similar Contract No. [insert number] of at least two (2) Similar Contracts	Information		
Contract Identification	[insert Contract name and reference identification number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2015]		
Completion date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract	Prime Contractor Only		
Total Contract Amount	[insert Contract amount(s) and currency(ies)]	USD[insert exchange rate and total Contract amount in USD equivalent]	
If member in a JV, specify participation in total Contract amount	[insert percentage of participation]	[insert amount(s) and currency(ies) of participation]	USD [insert exchange rate and amount of participation in USD equivalent]
Employer's Name	[insert full name]		
Address	[indicate street/number/town or city/country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail	[insert E-mail address, if available]		

Similar Contract No. <i>[insert number of similar Contracts required]</i>	Information
Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>

Form EXP - 2(b): Experience in Key Activities

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

Subcontractor's Legal Name: [insert full name]

IFB No.: 17-065-3

Page [insert page number] of [insert total number] pages

[Fill out one (1) form per Contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(b).]

1. Key Activity No.(1): [insert brief description of the Activity, emphasizing its specificity]

Total Quantity of Activity under the Contract: _____

Contract with Similar Key Activities Information			
Item	Information		
Contract Identification	[insert Contract name and number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2015]		
Completion date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract [check the appropriate box]	Prime Contractor		Management Contractor <input type="checkbox"/>
	Single <input type="checkbox"/>	JV member <input type="checkbox"/>	
Total Contract Amount	[insert Contract amount(s) and currency(ies)]		USD [insert Exchange rate and total Contract amount in USD equivalent]
Quantity (as applicable) performed under the Contract per year or part of the year [insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]	Total quantity in the Contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)
	Year 1		
	Year 2		
	Year 3		
	Year 4		

Employer's Name	[insert full name]
Address	[indicate street / number / town or city / country]
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]
E-mail	[insert E-mail address, if available]

2. Activity No.(2) _____

3. Activity No. (3) _____

Form ACK

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (“JV”)]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for Loan No.: PH-P255 for the Capacity Enhancement of Mass Transit Systems in Metro Manila Project is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the “Guidelines”); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one (1) year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one (1) year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>

B’) I certify that the Bidder has been debarred by the World Bank Group for a period more than one (1) year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

Name of Debarred Firms	Starting Date of Debarment	Ending Date of Debarment	Reason for Debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one (1) year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

- E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

- (2) JICA Philippines Office

40th Floor, Yuchengco Tower, RCBC Plaza 6819 Ayala Avenue, Makati City, Philippines
(P.O. Box 1026, Makati Central Post Office, Makati City, Philippines)

Tel: (63-2) 889-7119

Fax: (63-2) 889-6850

E-mail: pp_oso_rep@jica.go.jp

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of [Insert name of the Bidder]

Date:

Form DEC

Declaration as to the Origin of Goods and Services and the Eligibility of Supplier(s)

I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (“JV”)]* (hereinafter referred to as the “Bidder”) to execute this Declaration as to the Origin of Goods and Services and the Eligibility of Supplier(s) for Procurement under Japanese ODA STEP Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for Loan No.: PH-P255 for the Capacity Enhancement of Mass Transit Systems in Metro Manila Project is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:

1. The eligible Nationality of the Supplier(s) shall be the following:
 - (a) Japan in the case of the prime contractor; and
 - (b) All countries and areas in the case of the sub-contractor(s).
2. With regard to sub-section 1 above, in case where the prime contractor is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or the Republic of the Philippines and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount.
3. With regard to sub-section 1 and 2 above,
 - (a) For goods and services, except consulting services, (i) the prime contractor or, in case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan, and have their appropriate facilities for producing or providing the goods and services in Japan and actually conduct their business there; and (ii) in the case of a joint venture, the partners except Japanese partners shall be nationals of the Republic of the Philippines or juridical persons incorporated and registered in Japan or the Republic of the Philippines and have their appropriate facilities for producing or providing the goods and services in Japan or the Republic of the Philippines and actually conduct their business there.
4. The total costs of goods and services procured from Japan shall not be less than twenty six percent (26%) of the total amount of contract.
5. With regard to sub-section 4 above, the goods procured from the eligible local manufacturing company(ies) (hereinafter referred to as the “**Eligible Local Manufacturing Company(ies)**”) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the following conditions:
 - (a) Juridical persons incorporated and registered in the Republic of the Philippines, and which have their appropriate facilities for producing or providing the goods and services in the Republic of the Philippines and actually conduct their business there;
 - (b) Not less than ten percent (10%) of shares are held by a single Japanese company; and
 - (c) The proportion of the shares held by the Japanese company mentioned in (b) above (or the company having the largest share among Japanese companies if more than

- one Japanese company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country.
6. With regard to sub-section 4 above, the goods procured from the eligible development partner's manufacturing company(ies) (hereinafter referred to as the “**Eligible Development Partners’ Manufacturing Company(ies)**”) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Development Partners’ Manufacturing Company(ies) satisfy(ies) the following conditions:
- (a) Juridical persons incorporated and registered in a country or area on Development Assistance Committee (DAC) List of ODA Recipients effective at the time of conclusion of the Loan Agreement and which have their appropriate facilities for producing or providing the goods and services in the country or area and actually conduct their business there;
 - (b) Not less than one-third (1/3) shares are held by a single Japanese company; and
 - (c) The proportion of the shares held by the Japanese company mentioned in (b) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of [Insert name of the Bidder]

Date:

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Procurement Service
PS Complex, Cristobal Street
RR Road, Paco, Manila 1007
Philippines

IFB No.: 17-065-3

Date: [insert date of issue]

BID GUARANTEE No.: [insert guarantee reference number]

Guarantor: [insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of the Expansion of the Existing Depot at Baclaran and Construction of a New Satellite Depot at Zapote for LRT Line 1 – South (Cavite) Extension Project, involves Civil, Architectural and Electrical & Mechanical works, including the supply of the necessary maintenance equipment and spare parts, testing & commissioning and training of operations and maintenance staff under Loan Agreement No.: PH-P255.

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in words, (insert amount in figures)] upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (hereinafter called “the Bid Validity Period”), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) fails to execute the Contract Agreement; or (ii) fails to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary’s Bidding Documents.

This guarantee will expire and shall be returned to the Applicant: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty eight (28) days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458¹.

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

¹As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

Form of Bid Security (Bid Bond)

BOND NO. [insert Bond No.]

BY THIS BOND [insert name of Bidder] as Principal (hereinafter called “the Principal”), and [insert name, legal title, and address of surety], authorized to transact business in the Republic of the Philippines, as Surety (hereinafter called “the Surety”), are held and firmly bound unto Procurement Service as Obligees, in the sum of [insert amount of Bond in words and figures]¹, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Procurement Service dated the [insert day] day of [insert month], 20 [insert year], for the construction of Expansion of the Existing Depot at Baclaran and Construction of a New Satellite Depot at Zapote for LRT Line 1 – South (Cavite) Extension Project (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of Bid validity specified in the Form of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Procurement Agent during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Procurement Agent up to the above amount upon receipt of the Procurement Agent’s first written demand, without the Procurement Agent having to substantiate its demand, provided that in its demand the Procurement Agent shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date twenty eight (28) days after the date of expiration of the Bid validity as stated in the Invitation for Bid or extended by the Procurement Agent at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this [insert day] day of [insert month] 20[insert year].

Principal: _____

Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

PART 1 - SECTION V

**LIST OF ELIGIBLE COUNTRIES OF
JAPANESE ODA LOANS**

Section V. Eligible Source Countries of Japanese ODA Loans

1. The eligible Nationality of the Supplier(s) shall be the following:
 - (a) Japan in the case of the prime contractor; and
 - (b) All countries and areas in the case of the sub-contractor(s).
2. With regard to sub-section 1 above, in case where the prime contractor is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or the Republic of the Philippines and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount.
3. With regard to sub-section 1 and 2 above,
 - (a) For goods and services, except consulting services, (i) the prime contractor or, in case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan, and have their appropriate facilities for producing or providing the goods and services in Japan and actually conduct their business there; and (ii) in the case of a joint venture, the partners except Japanese partners shall be nationals of the Republic of the Philippines or juridical persons incorporated and registered in Japan or the Republic of the Philippines and have their appropriate facilities for producing or providing the goods and services in Japan or the Republic of the Philippines and actually conduct their business there.
4. The total costs of goods and services procured from Japan shall not be less than twenty six percent (26%) of the total amount of contract.
5. With regard to sub-section 4 above, the goods procured from the eligible local manufacturing company(ies) (hereinafter referred to as the “**Eligible Local Manufacturing Company(ies)**”) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the following conditions:
 - (a) Juridical persons incorporated and registered in the Republic of the Philippines, and which have their appropriate facilities for producing or providing the goods and services in the Republic of the Philippines and actually conduct their business there;
 - (b) Not less than ten percent (10%) of shares are held by a single Japanese company; and
 - (c) The proportion of the shares held by the Japanese company mentioned in (b) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country.
6. With regard to sub-section 4 above, the goods procured from the eligible development partner’s manufacturing company(ies) (hereinafter referred to as the “**Eligible Development Partners’ Manufacturing Company(ies)**”) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Development Partners’ Manufacturing Company(ies) satisfy(ies) the following conditions:
 - (a) Juridical persons incorporated and registered in a country or area on Development Assistance Committee (DAC) List of ODA Recipients effective at the time of conclusion of the Loan Agreement and which have their appropriate facilities for

producing or providing the goods and services in the country or area and actually conduct their business there;

- (b) Not less than one-third (1/3) shares are held by a single Japanese company; and
- (c) The proportion of the shares held by the Japanese company mentioned in (b) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country.