

**Metro Manila Subway Project Phase 1  
PACKAGE CP104: (ORTIGAS NORTH AND ORTIGAS SOUTH)**

ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
<i>Volume IA Part 1: Bill of Quantities (BOQ)</i>			
1.	Section VI, Bidding Forms: Bill of Quantities (BOQ)	The Bidder would like to request the Employer to provide a soft data (excel format) of the Bill of Quantities (BOQ).	A soft data (excel format) will be made available to Bidders.

*Volume I, Part 1 – Bidding Procedures*

2.	Volume I Section 1 BDS-7 ITB 18.3 (b)  <b>“Fixed Portion of Bid Price</b> The fixed portion of the Bid Price shall be adjusted by the following factor:”	Please clarify the meaning of ‘fixed portion’.	The meaning of “fixed portion of the Bid Price” is 15% of the Bid Price as stated in Schedule 4: Schedule of Adjustment Data in Section IV, Bidding Forms. In case that the award is delayed by a period exceeding fifty-six (56) days beyond the expiration of the initial Bid validity, 15% of the Bid Price will be adjusted according to ITB 18.3 (b).
3.	Volume I Section 1 BDS-7 ITB 18.3 (b)  <b>“Foreign Currency Portion</b> Any other foreign currency portion	Please confirm that the words ‘in the corresponding country or area’ means the country in which the Goods were purchased.	In the case of US Dollars, price index published by the institutional organization in the U.S.A, such as Consumer Price Index issued by Bureau of Labor Statistics.  In the case of Euro, price index published by the institutional organization in EU, such as

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	(United States Dollars and/or Euros) of the fixed portion of the Contract price shall be adjusted by applying the consumer price index published by the institutional organization in the corresponding country or area.”		Harmonised Index of Consumer Prices to be issued by Statistical Office of the European Communities/Eurostat
4.	Volume I Section 1 EQC-3 1.1.4  <b>“Equipment</b> The Bidder must demonstrate that it is able to provide if required, the following construction plant and equipment as well as the number which would be required:”	Please confirm that the bidder is not required to comply with this requirement if its plans and methods do not require the number and types of equipment listed.	The Bidder is required to comply with this requirement irrespective of its plans and methods.
5.	Volume I Section 1 ITB III EQC-3 14.8	a) Please confirm that the bidder does not have to price for any existing or future requirements to deal with Covid-19 that may arise during the progress of the Contract.	a) The Bidder’s understanding is correct. b) Irrespective of the requirements stated in ITB 14.8, Bidders are required to prepare and

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	<p>EQC-5 1.1.3 EQC-6 1.1.5 IV 1.1.8.5 BF-35 8 BF-37 3.2 BF-41 4 BF-45 5 BF-65 Notes</p> <p><b>Covid-19</b></p> <p>It is clear that the pricing and programming of the Bid should take no account of measures to deal with "Covid-19.</p> <p>However this is contradicted by requirements for Method Statements, and the Outline Risk Management Plan which are required to take account of existing measures for Covid-19.</p> <p>We are also required to add a list of measures to the Mobilization</p>	<p>b) Please also confirm that none of the submissions included with the bid should take account of any existing or future Covid-19 regulations.</p>	<p>submit implications and impacts of COVID-19 in accordance with requirements stated in relevant parts of Bidding Documents related to Risk Management Plan and any enhancement to the Mobilization Schedule etc.</p>

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	Schedule.”		
<i>Volume II, Part 2 – Work Requirements</i> <i>Section VI Works Requirements – General Specification (GS)</i>			
6.	GS 4 102 C <b>Construction Gauge and Structure Gauge</b>	Please confirm that Construction Gauge and Structure Gauge are the same thing	Construction Gauge and Structure Gauge are the same
7.	GS 5 102 E <b>Outline Specification</b> Employer’s Outline Specification has the meaning identified in the Works Requirements-General, Clause 4.	Please confirm that there is no Outline Specification.	<u><b>EMPLOYER’S OUTLINE SPECIFICATIONS</b></u> In accordance with the provisions of the Employer's Requirements, the Outline Design and Construction Specifications contained in this Volume shall be considered as the minimum requirement for the Works. The Contractor shall develop the Employer’s Outline Construction Specifications into the Works Specifications as part of the Works Design; as part of Technical Design Submissions and upon receipt of the Engineer’s Notice of No Objection.
8.	GS 6 102 M <b>Manufacturer’s Certificate</b> Manufacturer’s Certificate of	Please confirm that the Manufacturer’s Certificate refers to the Manufacturer’s Certificate of Compliance.	We confirm that the Manufacturer’s Certificate refers to the Manufacturer’s Certificate of Compliance.

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	means the submission of Manufacture and Installation Referenc		
9.	GS 8 102 W <b>Manufacture and Installation Reference Drawings</b> Working Drawings comprise the Manufacture and Installation Reference Drawings defined above	Please provide a definition of Manufacture and Installation Reference Drawings.	For example, - TBM assembly drawings Main switch cable identification and installation drawings
10.	GS 28 106 4 <b>Trial Running</b>	Please confirm when Trial Running will take place and what role the CP104 Contractor will have in Trial Running.	Trial Running shall be a 6-month period taking place in the last 6 months of the 67-month period. CP 104 to provide attendance for whole period, team for testing and commissioning, team for defects.
11.	GS 56 113.1.1 <b>Diversion of Utilities by Others</b> It is the intent of the Employer that all utilities, including water, drainage, electricity, communications and the like	Please confirm that all utilities will have been dealt with prior to the Commencement Date.  If this is not the case then please confirm when those remaining utilities will be diverted.	All of underground utilities and overhead utilities, which can be diverted prior to commencement date will be diverted prior to the commencement date by Employer.  Some of utilities which cannot be diverted till construction works is started, which are

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	which obstruct the Permanent Works shall be removed, diverted or relocated by others prior to the commencement of the Works,		traffic light, street light, etc. needs to be diverted by contractor.
12.	GS 68 116.4.1 <b>Factory Acceptance Tests</b> The Employer requires that the following major items of materials and/or equipment shall be subjected to Factory Acceptance Tests (FAT) prior to delivery and incorporation into the Works	Please confirm that Factory Acceptance Tests are only required for items of Plant that are manufactured specifically to meet the requirements of this Contract.	Clause 116.4.1 is stated clearly that all FAT is required. Please comply.
13.	GS 109, 111 119.1 .120.1 <b>Information Systems</b> The Contractor shall transmit all submissions to the Engineer as required under the Contract and shall implement a comprehensive Digital Electronic Information Management System. The Contractor shall provide a web-bases information	Please confirm that the DEIMS is the same as the EDMS and explain how these relate to the BIM described in Appendix 8.	DEIMS and EDMS is the same. Appendix 8 is the Digital Engineering requirements of the project. It has 2 parts which are BIM and PMIS (Project Management Information System) / CDE (Common Data Environment) Requirements. EDMS is part of the PMIS Section 2.0 which describes the General and Licensing Requirements of the System. As describe in the document, the PMIS/CDE

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	management system of transmittal of formal project correspondence, documents and information to ensure efficient information management.		<p>includes the following:</p> <ul style="list-style-type: none"> <li>• EDMS</li> <li>• <b>Cost Management</b></li> <li>• <b>4D BIM</b></li> <li>• <b>Risk and Requirement Management</b></li> <li>• <b>Dashboard</b></li> <li>• <b>Unified Communication Platform</b></li> </ul>
14.	<p>GS 109, 119.1 .120.1</p> <p><b>Compatibility of Information Systems</b></p> <p>The Contractor shall use the Project-wide system throughout the execution of the Works followed by the Defects Notification Period. The system shall be compatible with the other Interfacing Contractors systems</p>	<p>a) Please provide the requirements to allow the DEIMS to be compatible with Interfacing Contractor’s systems.</p> <p>b) Please provide the manual for the Client’s Digital Engineering Document Management System.</p>	<p>a) Please see Appendix 8 -Section 2 PMIS/CDE EIR.</p> <p>b) Please see link download the DOTr Digital Engineering Manuals.</p> <p>Link: <a href="http://tinyurl.com/2020DEManuals">tinyurl.com/2020DEManuals</a></p>
15.	<p>GS 110, 119.3.2</p> <p><b>Time for Response to Submissions</b></p>	<p>Please confirm that all submissions to the Engineer will be responded to within 28 days.</p>	<p>The Bidder’s understanding is correct.</p>

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	<p>Working Drawings are to be submitted for the Engineers approval in accordance with the procedures given under GS 120 on or before the date shown within the Contractors DSR If no such date is given, the Contractor shall allow a minimum of 28 days for the Engineer to review and comment upon the submission.</p>		<p><i>Sub-Clause 3.1 of the Conditions of Contract says as follows:</i></p> <p><i>3.1 Engineer's Duties and Authority</i></p> <p><i>Except as otherwise stated in these Conditions:</i></p> <p><i>(a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;</i></p> <p><i>(b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;</i></p> <p><i>(c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and</i></p>



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			<i>(d) any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.</i>
16.	GS 129, 126.7 <b>Claims from Interfacing Contractors</b> In the event the Employer should be obliged to compensate any such third-party claims, the amount paid shall, subject to GCC Sub-Clause 2.5, be counter-charged against the defaulting Contractor.	Please confirm that in the event that the Employer wishes to counter charge the Contractor for a claim from an interfacing contractor, then the Employer will provide a complete breakdown of the claim and its assessment to the Contractor.	The Employer will submit details or particulars for its claims in accordance with the 3 <sup>rd</sup> paragraph of Sub-Clause 2.5 [Employer's Claims].
17.	GS 135, 128.1 <b>Delivery and Acceptance of Spare Parts etc.</b> The Warranty Period for contractual spare parts, special	a) Please confirm that the Warranty Period will be applied in the same manner as the Defects Liability Period. b) Please confirm that the Employer will accept delivery of spare parts etc., no later than the date of the Taking-Over Certificate.	a) As is stated in the 1 <sup>st</sup> and 2 <sup>nd</sup> paragraphs of Sub-Clause 128.1, the Warranty Period for contractual spare parts etc. is different from the Defect Notification Period (DNP) for the Works.

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	tools and testing equipment or any other item of equipment delivered shall be thirty-six (36) months (1,095 calendar days) from the date of delivery and acceptance by the Employer of such spare parts, tools and test equipment or any other equipment		b) Time for delivery of spare parts etc. shall be discussed at the contract negotiation stage,
18.	GS 147, 134.4 <b>Attendance on Interfacing Contractors</b> General attendance shall include providing for accepting deliveries, unloading and storing materials for the other contractors on the Site...	Please confirm that we shall not be required to handle any Plant, Equipment or Materials of Interfacing Contractors.	Confirmed
19.	GS 162, 138.3 <b>Commissioning Spares</b>	Please confirm that the Contractor shall retain ownership and control of any Commissioning Spares that are not required for commissioning.	The Bidder's understanding is correct.
20.	GS 177, App 1 2.2	Please provide information on the buildings that will need under	There is no plan to under pinning building,

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	<b>Underpinning</b> Underpinning and protection of the existing buildings and structures wherever required,	pinning so that we may price this risk in the bid.	but if contractor consider any underpinning building is required for any reason, please propose to Employer.
21.	GS 179, App 1 2.3 1) <b>Intermodal Transit</b> The facilities shall be designed based on the passenger volume and needs, and constructed as designed.	Please confirm that the Contractor is only required to provide the facilities that are shown in the Employer's Drawings.	Yes, it is correct.
22.	GS 228, App4 20 <b>Space within Tunnels</b> CP106 will provide the space requirements of railway system equipment inside the tunnel to the Contractor for the design of tunnel structure.	Please confirm that the CP106 Contractor will comply with the limits of the tunnel internal diameter and the kinematic gauge of the trains.	CP106 contractor will comply with the limits of the tunnel internal diameter and the kinematic gauge of the trains.
<b>Volume II, Part 2 – Work Requirements</b> <b>Section VI Works Requirements – Technical Specifications(TS)</b>			
23.	TS 11 102.4	These payment Items are not shown in the BOQ.	These payment items are not used in this

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	<b>Payment Items for Excavation</b> 102 (1) Unsuitable Excavation m <sup>3</sup> – 102 (2) Surplus Common Excavation m <sup>3</sup> _ 102 (3) Surplus Rock Excavation m <sup>3</sup> _ 102 (4) Surplus Unclassified Excavation m <sup>3</sup> _ 102 (5) Suitable Excavated Material for Stockpile m <sup>3</sup> _		contract package.
24.	TS 29 107  <b>Overhaul</b> 107 (1) Overhaul m <sup>3</sup> -km 107 (2) Overhaul of Borrow, Case 1 m <sup>3</sup> -km	These payment Items are not shown in the BOQ.	These payment items are not used in this contract package.
<b>Volume IV, Part 3 – Conditions of Contract and Contract Forms</b>			
25.	Section VIII Attach 2  <b>Access Dates</b>	Please provide access dates for: a) Access to Kalayaan Avenue Station for our TBM reversal;	a). Please refer to General Bid Bulletin No.4, Annex C, <b>ATTACHMENT-2A and 2B</b>

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		b) Access to CP106 for track laying; c) Access for delivering CP106 Plant d) Power on from CP106 to enable testing of our MEP works; and e) CP106 Trial Running of the E&M Building Services Systems.	b) in Bid document, see KD 2.2. c) to be coordinated between CP 104 CP 106 as part of the CIP process. d) week number 238, i.e. 12 months before end of the 67-month period. e) to be coordinated between CP 104 CP 106 as part of the CIP process – envisaged to commence once mains power is provided
26.	Section VIII PC-6 Attach 1 <b>Access for CP106</b> The above access shall be provided on a room by room or an area by area basis to be required by CP106 Systems Contractor in accordance with the detail schedule to be agreed upon at the time of preparation of CIP (Coordinated Installation Program)	Please confirm that there is no obligation to provide access to CP106 in the stations before Key Date 1 at 165 weeks.	No Obligation, however there is no objection to CP 104 and CP 106 coming to an agreement through coordination process, for earlier access, as part of the CIP process
27.	Section VIII PC-9 Attach 3 1 I <b>Insurance Deductibles</b> US\$ 250,000 in respect of Testing	Please confirm that, since under General Conditions of Contract Sub-Clause 17.2 [Contractor's Care of the Works], the care of the works passes to the Employer	As to relations between Sub-Clause 10.1 [Taking Over of the Works and Sections] and Defects Liability, please refer to Sub-Clause 1.1.3.7

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	and Commissioning <b>and loss during DLP.</b>	upon issue of the Taking-Over Certificate, then there is no requirement for the Contractor to provide insurance cover under Contractor's All Risks during the Defects Notification Period.	"Defects Notification Period" and Clause 11 [Defects Liability].
28.	Section VIII PC-10 Attach 3 3 <b>Contractor's Equipment Insurance</b> Major owned, <b>non-owned, leased or rented</b> Contractor's Plant, Machinery & Equipment shall be insured.	Please confirm that there is no requirement to insure Contractor's Equipment that is owned and insured by others.	It should be reminded that the Contractor shall still be responsible for Contractor's Equipment Insurance even if insurance for Contractor's Equipment that is owned and insured by others are not sufficient nor adequate or become invalid or expire.

***Volume I, Part 1 – Bidding Procedures***

29.	Section IV Bidding Forms BF-26 Form FIN-2 <b>Average Annual Turnover</b> "*Total Japanese Yen equivalent for all years divided by the total number of years, in accordance with Section III,	The Annual Turnover Data is in US \$ equivalent. Which currency will be used for Average Annual Turnover, US \$ or Japanese Yen¥ or other currency? Please clarify?	Please replace "Japanese Yen" with "USD". US Dollars should be used for Average Annual Turnover.
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	Evaluation and Qualification Criteria, Sub Factor 2.3.2.”		
30.	<p>Section III Evaluation and Qualification Criteria and Section IV Bidding Forms EQC-9</p> <p>Clause 2.4 Experience, sub-clause 2.4.2 (a) and (b)</p> <p>Form EXP-2(a) and EXP-2(b)</p> <p><b>Bidder’s Experience</b></p> <p>“Specific Experience relating to Stations and Tunnels Works, All parties combined must meet requirement as Compliance Requirements.”</p> <p>However in Section IV under Technical Bid: Page BF-30 and 32, states that “The following table shall be filled in for Contracts performed by the Bidder and each member of a JV.”</p>	<p>It is required that each member of a JV shall submit these forms individually, but the compliance requirement is that all parties combined meet the requirement. Is there any form for combined summary?</p>	<p>There is no specific form for combined parties of a JV.</p> <p>Each member of a JV is required to submit the form.</p>
31.	Section III Evaluation and Qualification Criteria	In form PER-2, it is required to mention last 20 years professional experience but the experience required is between 10-15 years for	Description of experience records which shows satisfying requirements in “1.1.1 Personnel” on page

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	<p>and Section IV Bidding Forms EQC-2 Clause 1. Evaluation, 1.1 Personal, Sub-clause 1.1.1 Personal Forms PER-2</p> <p><b>Personnel Experience</b> Total experience required for key positions is between 10~15 years. However in Section IV under Technical Bid: Page BF-40, it is mentioned that “[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]”</p>	<p>different key positions. Please clarify?</p>	<p>EQC-2 is enough.</p>
32.	<p>Section IV Bidding Forms BF-4 BF-44 Technical Bid: Contents No. 7.6</p> <p><b>Work Management Plans</b> Content of Bid, Technical Bid on page BF-4 “7.6 Work Management Plan</p>	<p>There is a discrepancy in the contents defined on page BF-4 and BF-44 because Outline Risk Management Plan is not mentioned at page BF-4. Please clarify?</p>	<p>Please follow requirements sated on pages BF-44 and 45.</p>



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	Outline Quality Management Plan Outline Safety Management Plan Outline Environment Management Plan Outline System Safety Management Plan” But on page BF-44 “Work Management Plan 1.Outline Quality Management Plan 2.Outline Safety Management Plan 3.Outline Environment Management Plan 4.Outline System Safety Management Plan 5. Outline Risk Management Plan”		
33.	Section IV Technical Bid: Contents No.6 BF-19 Form ELI-1 Bidder Information Form <b>Requirement for the Joint Venture company documentation:</b> Point 8 of the form states that “2. Included are the organizational	If Contractor is Joint Venture company, our understanding is that, they do not have to submit the organization chart, list of Board of Directors and the beneficial ownership for the Joint Venture. Please confirm if our understanding is correct.	In the case of a JV, the organizational chart, a list of Board of Directors, and the beneficial ownership of each member of a JV should be submitted.

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	chart, a list of Board of Directors, and the beneficial ownership”		
<b><i>Volume IA Part 1: Bill of Quantities (BOQ)</i></b>			
34.	<p>Volume I IV BOQ-27</p> <p>Volume III Section VI 2200(1) DWG</p> <p><b>Length Of NATM Tunnel</b></p> <p>The page “BOQ-27 2200(1)” in the Bill No.3 mentions that the “Tunnel Excavation for NATM Main Tunnel” length is 282.5 lm.</p> <p>However the Drawing No. TN-CE-NTM-0001 mentions that the “NATM Tunnel L=286.866m” .</p>	<p>There is a discrepancy between the BOQ and the drawing. Please clarify which figure is correct or tell us the exact each design length of the” Typical Type” and “Large Type”</p>	<p>Drawing is reference only, BOQ sheet should be followed.</p>
35.	<p>Volume I IV BOQ-27</p> <p>Volume III Section VI 2200(1) DWG</p>	<p>Item and quantity of “Shotcrete thickness 200mm” are missing in the BOQ sheet.</p> <p>Please clarify the exact design quantity including changing of “MS Welded Wire Mesh” quantity of “Pay Item No. 2200(4)” if necessary.</p>	<p>Drawing is reference only, BOQ sheet should be followed during tendering stage.</p> <p>Please add items in BOQ sheet, if necessary.</p>

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	<p><b>Shotcrete Thickness</b></p> <p>The page "BOQ-27 2200(2) &amp; (3) in the Bill No.3 mentions that the "Shotcrete thickness 100mm" and "Shotcrete thickness 150mm".</p> <p>However the Drawing No. TN-CE-NTM-0006 and 0007 mentions that the "Shotcrete t=150, t=100," and "Shotcrete t=200, t=100mm" on these drawings and in the shotcrete quantity tables.</p>		
<p><i>Volume II, Part 2 – Work Requirements</i></p> <p><i>Section VI Works Requirements – Technical Specifications (TS)</i></p>			
36.	<p>TS 4 2200.5.2</p> <p><b>Design of NATM Tunnel Shotcrete Lining</b></p>	<p>a) Please confirm that the Contractor will erect the rock bolts, fore-poling, steel ribs, and wire mesh in accordance with the Engineers instructions and the Contractor is not responsible for the design of the NATM support;</p> <p>b) Please confirm that the costs of rock bolting and fore poling and will be paid by weight under BOQ 220(5).</p>	<p>a) Rock bolts and fore-poling are not considered as Engineers Design, based on geotechnical investigationreport. If contractor consider any proposal, contractor can propose during construction stage.</p> <p>b) It should be added as new items, and proposed by the contractor, if necessary.</p>
37.	<p>Volume II VI TS4-204</p>	<p>There is a discrepancy between the TS4 and drawings.</p>	<p>Size of NATM support should be followed BOQ sheet,</p>

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	<p>Volume III VI 2200(2) (3) (4) DWG <b>Wire Mesh for Shotcrete</b> The TS4 mentions that the Wire mesh maximum size is "100mm x 100mm x 3.4mm" However the DRG No. TN-CE-NTM-0006 and 0007 mention that the Wire mesh size is 5mm x 150mm x 150mm these drawings and in the shotcrete quantity tables.</p>	<p>May we follow the "NATM TUNNEL" Drawings of DRG No.TN-CE-NTM-0006 &amp; 0007?</p>	<p>and contractor should redesign it based on actual ground condition during construction stage.</p>
<p><i>Volume III Part 2: Works Requirements</i> <i>Section VI Works Requirements-Employer's Drawings (DRW)</i></p>			
38.	<p>DWG <b>Sealing of Face Shotcrete</b> DRG No. UT-GE-GN-0017 Section "A" mentions that "t=50mm Sealing of face shotcrete is applied."</p>	<p>There are some discrepancies between these drawings. DRG No. UT-GE-GN-0017 is "Reference Only" therefore may we follow the "NATM TUNNEL" Drawings of DRG No.TN-CE-NTM-0006 &amp; 0007?</p>	<p>TN-CE-NTM-0006~0007 and UT-GEGN-0017 are reference only. Please follow TN-CE-NTM-0006~0007 for pricing.</p>

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	<p>However the DRG No. TN-CE-NTM-0006 and 0007 do not mention such sealing shotcrete on these drawings and in the shotcrete quantity tables.</p> <p>DRG No. UT-GE-GN-0017 Section "C" mentions that "Shotcrete thickness is 300mm with 2 layers of wire mesh needed to be applied" and the Lattice Girder size is 180mm.</p> <p>However the DRG No. TN-CE-NTM-0006 and 0007 mention that the shotcrete thickness is 150mm and 200mm with 1 layer of wire mesh on these drawings and in the shotcrete quantity tables and the Lattice Girder size is 150mm.</p>		
39.	<p><b>DWG</b></p> <p><b>Convergence Monitoring</b></p> <p>DRG No. UT-GE-GN-0017 "Review Levels for Convergence Monitoring"</p>	<p>May we propose new "Review Levels" in our Method Statement based on "Standard Specifications for Tunnelling-2006 : Mountain Tunnel (SSTMT)" when the construction stage otherwise we have to consider the necessary conservative</p>	<p>Yes, it can be submitted as proposal during construction stage, but it should be verified by contractor, and approved by Engineer.</p>

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	table mentioned the "Alert Level" and "Work Suspension Level" are too strict for NATM Tunnel Excavation Work.	countermeasures?	
40.	DWG <b>NATM Lattice Girder</b> DRG No.TN-CE-NTM-0006 & 0007 The NATM Tunnel Support will be used "Lattice Girder" with t=150mm or t=200mm shotcrete.	We are concerned about the Lattice Girder support strength. Therefore may we request the design calculation sheet for our review and consideration?	Size of NATM support should be follow BOQ sheet, and contractor should redesign it based on actual ground condition during construction stage.
<b><i>Volume IV, Part 3 – Conditions of Contract and Contract Forms</i></b>			
41.	Section VIII PC-10 Attach 3 6  <b>Professional Indemnity Insurance</b> The minimum limit of US\$25 million is required and it shall cover and be maintained until 2 years after the expiry of the Defects Notification Period.	This time, FIDIC 2010 MDB Version is applied. In this case, what kind of design does the Contractor have to take responsibility for?	The Contractor will be required to carry out design of major Temporary Works including primary lining for NATM etc. as set forth in General Specification and/or Technical Specification.  It would not be possible to deny that any error in such design could bring about serious damages to property and body injuries.

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*Volume I, Part 1 – Bidding Procedures*

42.	Volume I of V/ Part 1: Bidding Procedures/ Section III Evaluation and Qualification Criteria (EQC) p. EQC-2 Evaluation and Qualification Criteria Clause 1. Evaluation Sub-Clause 1.1 Technical Evaluation	There is no mentioned of Detailed Evaluation of Technical Proposal and Method for Technical Evaluation that will result in the determination of a “Pass” or “Fail” based on the level of importance and assessment criteria (scoring system count) relevant to the completeness and responsiveness of the Technical Proposal.  We request the Client to provide.	Technical Bids will be evaluated in accordance with procedures and provisions stipulated in ITB.  Bidders are expected to submit their Technical Bids in accordance with ITB, requirements of Bidding Documents including Works Requirements and fully considering the competitiveness of Bids.
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*Volume II, Part 2 – Work Requirements*

*Section VI Works Requirements – Technical Specifications (TS)*

43.	Vol. II, Part 2: Works Requirements/ Technical Specifications (TS), 1: Civil Works (General) p16 DPWH Standard Specifications	DPWH -Standard Specification for Highways, Bridges and Airport (2012 Edition) was published in year 2013 so it was referred to as DPWH -Standard Specification for Highways, Bridges and Airport (2013 Edition) which is the latest use.	The DPWH -Standard Specification for Highways, Bridges and Airport (2013 Edition), also known as the revised 2012 edition, is the appropriate designation for this document.
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	<p>And</p> <p>4: Underground Structures p19 2001.1.2 Codes and Standards</p> <p>“Department of Public Works and Highways (DPWH) – Standard Specification for Highways, Bridges and Airport (2012 Edition)”</p>	<p>Is our understanding correct? Please advise.</p>	
44.	<p>Vol. II, Part 2: Works Requirements/Technical Specifications (TS), 4: Underground Structures P179 Item 2100.6.22 Electric Power Supply Facilities</p>	<p>Requirement: “<i>All electric power for TBM shall be supplied by generators during construction.</i>”</p> <p>This specific requirement needed a big area. As per our site investigation, no available area can complement this requirement. We are proposing to link with MERALCO for electric power supply.</p>	<p>Add this sentence: Alternately, the Contractor may choose to tap from the MERALCO mains, provided he has a suitably sized back-up generator to switch to in case of power outages for emergency usage. The Contractor shall make the necessary arrangements with MERALCO for supply of electric power for the TBM. Power costs will be</p>



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ITEM NO.	REFERENCE/CLAUSE/SECTION	QUERIES	RESPONSE
		Please consider.	borneby the Contractor's account
<b><i>Volume IV, Part 3 – Conditions of Contract and Contract Forms</i></b>			
45.	<p>Volume IV of V/ Part 3/ Conditions of Contract and Contract Forms</p> <p>Condition of Contract for Construction (MDB Harmonized Edition 2010)</p> <p>p. PC-4</p> <p>Sub-Clause 8.1 (c) of the Particular ConditionPart A: Contract Data</p> <p>Sub-Clause 8.1 (c)</p> <p>“Not applicable as a precedent condition for Commencement of Work.”</p> <p>“except if otherwise specified in the Contract Data, effective access to and possession of the</p>	<p>If it is not applicable as a precedent, please give us information of what areas are affected, the total months of delay of each affected area. These information are important to guide us in the finalization of Method Statements and Construction Schedules and other preparatory works.</p> <p>Please inform and advise.</p>	<p>Please refer to the following item in PART A: CONTRACT DATA:</p> <p>“Time for Access to the Site</p> <p>2.1</p> <p>Within two (2) weeks from Commencement Date”</p>

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	Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;"		

*Volume I, Part 1 – Bidding Procedures*

46.		We would appreciate it if you would provide us with the editable format files containing the forms included in section IV Bidding Forms (BF).	Word file will be available.
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