

Metro Manila Subway Project Phase 1 Package CP106: E&M Systems and Track Works			
ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
<i>Volume I, Part 1 – Bidding Procedures</i>			
1.	CP106 Vol I P1 ITB BDS EQS BF_12 Dec 2019 (PA) Clause 2.5 (b) Page: EQC-9	In the form MAN, some of our major suppliers requested to replace the following phrase "We hereby extend our full guarantee and warranty in accordance with Clause 11, Defect Liability, of the General Conditions of Contract, with respect to the goods offered by the above firm." with "We hereby extend our full guarantee and warranty with respect to the goods offered by the above firm." Please confirm that the above changes are acceptable.	This request from the Bidder's major suppliers is not acceptable due to the following reasons: (1) The proposed alternative sentence does not include any description on liability on Defects and accordingly it is not clear whether the Manufacturer undertakes defects liability or not. Furthermore, the contents of the sentence is very broad and vague that it is questionable what kind of guarantee or warranty be specifically undertaken by the Manufacturer and to which extent. (2) The Employer needs to secure that the Manufacturer who authorises the Bidder to submit a Bid the purpose of which is to provide the goods in question manufactured by the Manufacturer shall undertake obligations of remedying defects following Clause 11 of the General Conditions of the Contract, widely accepted as usual and standard conditions for defects liability.

Metro Manila Subway Project Phase 1 Package CP106: E&M Systems and Track Works			
ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
			(3) It is a standard way of business for any manufacturers to undertake defects liability for their goods and services. Should there be any difference between conditions under Clause 11 and those agreeable terms or clauses between the Bidder and the Manufacturer; then it is the responsibility of the Bidder to make necessary management or arrangement with the Manufacturer. So that the Manufacturer should sign the form MAN as it is, by way of, for example, indemnifying the Manufacturer against any excessive liabilities or obligations arising out of signing and issuing Form MAN.
2.	Vol I P1 ITB BDS EQS BF_12 Dec 2019(PA) Page: BF-16	Please clarify what should be mentioned as "Total Amount" in the "JAPANESE ORIGIN OF PLANT, MATERIALS AND SERVICES (FORM ELG)" written in the bottom. Does it mean the total amount of the "quantity"? Or does it mean the total price of those items which consists of minimum Fifty-Eight percent (58%) of the Accepted Contract Amount?	Please disregard "Total Amount" written at the bottom.

Metro Manila Subway Project Phase 1 Package CP106: E&M Systems and Track Works			
ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
<i>Volume II, Part 2 – Employer’s Requirements b) General Requirements (ERG)</i>			
3.	00_CP106_P2_S(VI)_SOW_ER(ERG)_1 2 Dec 2019_FINAL (PA) Clause: 13.4 Page: ERG-84	Please define the "Operational Periods" stated in the clause 13.4.	The operational period in each consecutive calendar day is 18 hrs. per day.
4.	00_CP106_P2_S(VI)_SOW_ER(ERG)_1 2 Dec 2019_FINAL (PA) Clause: 13.4 Page: ERG-84	In the table 13.6, could we have a definition of "System Service Availability of 99.8%" and associated failure criteria to be counted in the system service availability calculation?	System Service Availability is the measure of time that an item is functionally operating. Steady state target is based on 8760 hrs. per year (as referenced in Sec 13.4 of Vol. II, Part 2, b) ERG). Note that the MTBSAF calculation is based on the operating period.
<i>Volume II, Part 2 – Employer’s Requirements, c) Technical Requirements (ERT)</i>			
5.	02_CP106_P2_S(VI)_ER(ERG)_Appendix21_12 Dec 2019 (PA) Clause: 6.2 Quantitative	Regarding PSDS (Power System and Distribution System), table 6.2 of Appendix 21 shows that the subsystems of PSDS (other than RMU, depot power system and OCS) are required at SIL 2.	CP 106 is Design and Build contract. Contractor shall submit their proposal for re-definition of appropriate SIL rating for each function of the sub-systems. The Engineer and the

Metro Manila Subway Project Phase 1 Package CP106: E&M Systems and Track Works			
ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
	Technical Safety Requirements Page: ERG-App 21-7; 21-7	According to standard practice in railway industry, the SIL targets for functions delivered by each subsystems can be either non-SIL, SIL 0, SIL 1 or SIL 2. Please confirm that if appropriate SIL rating can be re-defined for each function of the sub-systems during project stage based on functional safety standards and RAMS analysis.	Employer shall re-evaluate the Contractor's recommendation during detail design in compliance with BS EN 50126-1 Railway Applications - The Specification and Demonstration of Reliability, Availability, Maintainability and Safety (RAMS).
<i>Volume IV. Part 3 – Conditions of Contract and Contract Forms</i>			
6.	CP106 Vol IV_CF_PC_CONTRACT FORMS_11 Dec 2019 (PA) Page: CF-5	We understand that these "SCHEDULES" shall be made and finalized at signing the Contract, and the documents to be submitted together with the Bid shall be substituted as follows: <ul style="list-style-type: none"> • "Bid Price and Summary of Cost Centres" as Schedule of Prices (SCH1) • "Table of Adjustment Data for Foreign Currency" as Schedule of Adjustment (SCH2) • "Japanese Origin of Plant, Materials and Services (Form ELG)" as Schedule of Goods and Services Procured from Japan (SCH3) 	The Bidder's understanding is correct except for the following: <ul style="list-style-type: none"> (i) "SCH 2: Schedule of Adjustment" shall consist of Adjustment Data for both Foreign Currency and Local Currency. (ii) "SCH 3: Schedule of Goods and Services Procured from Japan" shall be the List of Japanese Origin, Goods and Services to be submitted by Bidders during the Bid evaluation stage. <p>In conclusion, Schedules 1 and 2 are to be submitted in Price Bid, Schedule 3 will be submitted later at Bid evaluation period and Schedules 4 and 5 are to be submitted in Technical</p>

Metro Manila Subway Project Phase 1 Package CP106: E&M Systems and Track Works			
ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
		<ul style="list-style-type: none"> • “Proposed Subcontractors/Manufacturers for Major Items of Plant and Installation Services (Form SUB)” as Schedule of Approved Sub-Contractor (SCH4) • “ Project Management Plan -Proposed Key Personnel (Form PER-1, Form PER-2) ” as Schedule of Approved Contractor’s Representative and Key Personnel (SCH5) <p>Please confirm the Forms we quote above are the correct ones to align with the Schedules requested and that Schedule 1 & 2 are submitted with the commercial offer and Schedules 3,4 & 5 are submitted with the technical offer</p>	Bid.
<i>General Bid Bulletin</i>			
7.	General Bid Bulletin No. 17. Annex "C"_34 Part 2 – Employer’s Requirements Section VI Page: ERG-App 6-11	Please advise if there are earthing points along the tunnel that are supplied and installed by Civil Contractors such that CP106 Telecommunication System can connect to.	CP 106 is design and Build Contract. Standard practices in railway for the provision of earthing is included. For example, the E&M System Contractor may use the earthing terminals provided by the Civil contractors along the Tunnel section. CP106 Contractor shall coordinate with relevant Civil Contractors for all interfaces. A

Metro Manila Subway Project Phase 1 Package CP106: E&M Systems and Track Works			
ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
			typical example such as there are main grounding terminal blocks at two ends of platform level that CP106 system could connect.
8.	<p>GBB 24, ANNEX A Intrusion Detection: Detection of unauthorized entry into secured areas of station. Alert when there is intrusion in a certain direction.</p> <p><i>GBB24 - The area after security check is classified to be secured area of a station. Technical areas shall have access control measures for authorized personnel entry only, example Ticketing room where cash is handled. These are standard practices across railway station.</i></p>	<p>As indicated in GBB24, secured areas of a station are subjected to security check and Technical areas are fitted with access control system. Both measures provide the control of access, allowing only authorized personnel entry. As such, the function of intrusion detection by CCTV seems redundant. For maximized price efficiency we would suggest to keep intrusion detection function being managed by Access Control system only (part of Civil Work scope).</p> <p>In the case the Client would still request CP106 contractor to provide CCTV intrusion detection function, would the Client accept a proposal to detect unexpected access of secured area without access control system only during a pre-defined period of time such as during non-revenue hours.</p>	<p>An intrusion detection function within the video surveillance system is required to prevent passengers from moving to the technical area and fare collection room after a security check inside the station,</p> <p>The ACS system provides only the prevention of unauthorized access. In contrast, the video surveillance system shall assist staff with identification/face recognition of person gained or trying unauthorized gain entry during a pre-defined period such as during non-revenue hours. However, the requirement is to detect random access of secured area without the knowledge of operation staff. If access control for a pre-defined period such as non-revenue hours this controls can be discussed during the detailed design stage to implement accost benefit solution subject to the</p>

Metro Manila Subway Project Phase 1 Package CP106: E&M Systems and Track Works			
ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
			<p>Engineer review and the employer approval.</p> <p>The Bidder may choose to include CCTV intrusion detection function in the bidding calculation to validate critical and safety-related areas for unauthorized access.</p> <p>CP 106 is design and Build Contract.</p>
9.	<p>GBB 24, ANNEX A Vehicle Detection if any (GBB21) Detection of vehicles, in the Depot area</p> <p><i>GBB24# This requirement is applicable for Depot Entry and exit gates only where it refers to recognition of License Plate and driver seat position in a Vehicle</i></p>	<p>In view of providing a solution that is optimized from a price point of view while being fit for purpose, kindly provide details on the intention/ purpose for License Plate Recognition as well as for the detection of driver seat position at Depot entry and exit gates.</p>	<p>The entrance and exit gates of the Depot are not based on an access control system that verify and authorize entry after vehicle and person identification of all authorized MMSP personnel + or visitors (i.e. unauthorized personal) to the MMSP Depot.</p> <p>Bidder to note that recognition of license plates, as well as detection of the person in the driver's seat by a video surveillance system, are mainly for surveillance and security that provides all records of vehicles entering and leaving the Depot.</p>
10.	<p>GBB 24, ANNEX A People Counting:(GBB21)</p>	<p>The criteria of the counter flow of moving passenger toward a technical area in one direction is the correct</p>	<p>Bidder's understanding is incorrect on passenger. MMSP maintenance staff is not classified as</p>

**Metro Manila Subway Project Phase 1
Package CP106: E&M Systems and Track Works**

ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
	<p>Count the number of people across multiple entries/exits, with reports and trend analysis.</p> <p>Counter Flow (GBB21) Detection of people moving in the wrong direction such as technical area (i.e. back of house) points.</p> <p><i>GBB24 - The criteria of the counter flow of moving passenger toward a technical area in one direction is the correct example of the counter flow. The Moving of passengers in the technical area will only be in one direction. The technical area</i></p>	<p>example of the counter flow. The Moving of passengers in the technical area will only be in one direction.</p> <p>Please advise if the "passenger" refers to maintenance personnel and the movement path will be pre-defined for the system.</p>	<p>passenger.</p> <p>The trajectory of movement will be adjusted within the system, during detailed design that will cover areas where passenger traffic occurs.</p>

Metro Manila Subway Project Phase 1 Package CP106: E&M Systems and Track Works			
ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
	<i>is referring to the technical corridor and the approaching entrance boundaries of the specialized area</i>		
11.	GBB 24, ANNEX A Filters and Security Functions • Part 2 – Employer’s Requirements Section VI Clause 3.7.5 CCTV system and Video Transmitting system Item 3(c) Security function • <i>GBB 21 Annex A Item 1</i> • <i>GBB 24 Annex A Item 7</i>	Both an edge based solution and server based solution will be fit for the purpose specified for the filters and security functions. From a price point of view, server based solution comes with a high premium with limited added value. Hence, would the Client accept a proposal that is largely based on edge analytics?	The solution that provides accurate results and the best performance will be adopted for the MMSP project. The assessment shall also analyses the advantages and disadvantages of all solutions. A solution that is more viable and efficient for operations and maintenance will be used for the MMSP project, (i.e. fit for purpose) for the Engineer review and the Employer acceptance. A combined solution with cost efficient can be proposed during the design phase for video surveillance network, for the Engineer review and the Employer acceptance (i.e. a server-based solution with high reliability).
12.	GBB 13, ANNEX A ITEM 4	Further to our previous request for a retention bond in lieu of retention payments, we again respectfully ask you	Retention bond is acceptable. However, the details will be discussed with the Bidder during contract

Metro Manila Subway Project Phase 1 Package CP106: E&M Systems and Track Works			
ITEM NO.	REFERENCE/CLAUSE/ SECTION	QUERIES	RESPONSE
	CP106 Vol: IV_CF_PC_CONTRACT FORMS_11 Dec 2019 (PA) Clause: Percentage of retention 14.3 (c) , Particular Conditions (PC) Part A – Contract Data Page: PC-4	reconsider. We believe the use of a retention bond is a win-win scenario for both you as the client and us as Contractor since the retention bond option will allow us to present a more cost effective proposal. Please confirm you are able to accept a retention bond in lieu of retention payments.	negotiation stage.