

ANNEX "A"

Responses to Clarification Requests (Batch 9) General Bid Bulletin No. 25

**MALOLOS-CLARK RAILWAY PROJECT (BLUMENTRITT EXTENSION) AND SOUTH
COMMUTER RAILWAY PROJECT for PACKAGES CP S-01 AND CPS-02; CONSTRUCTION OF
CIVIL STRUCTURES: VIADUCTS, BRIDGES AND FOUR STATIONS**

CP 501-02 Responses to Bid Requests (Batch 9)								
No.	Packages	Volume	Section	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Collated Response
1	S-01	Volume 3	Section 8	PCC 3	Bank & Borrower	Asian Development Bank Borrowed by The Republic of the Philippines	Please inform the budget for each year	Budget for each year will be discussed with the winning Bidder
2	S-02	Volume 2, 01 Specification, 01 GS and Drawing (Civil Works)			GS 131.3 Reference Plans Appendix 7, Item 4 PNR Track Relocation Program and DWG NR NSRP-DWG-VIA02-ST-0028-29	4. Please see attached outline program and scope of works and Detail of PNR on Drawings	The contractor was wondering if the outline program was outdated or not. If so, please kindly provide the contractor with the updated schedule for PNR relocation. In particular, close Face Station there will be 2 different movements of PNR temporary track, could you kindly clarify the schedule?	The 2nd stage relocation of PNR track shall be done by the bidder. Please allow this activity in the program.
3	S-02	Volume 1	Section 4	BF 19	Key Personnel	Senior Reinforced Concrete Engineer	Please clarify the required key personnel. In the "Overall Project Management (Principal Aspect 1)," the required personnel should be a "Senior Reinforced Concrete Structural Engineer", but in the "CP 5-02 Vol. 1 Sec. 4," BF 19, it says "Senior Reinforced Concrete Engineer."	The document will be Amended in Addendum 3
4	S-01	CP 5-01 Volume 1	Section 4	BF 17	Key Personnel	Senior Reinforced Concrete Engineer	Please clarify the required key personnel. In the "Overall Project Management (Principal Aspect 1)," the required personnel should be a "Senior Reinforced Concrete Structural Engineer", but in the "CP 5-01 Vol. 1 Sec. 4," BF 17, it says "Senior Reinforced Concrete Engineer."	The document will be Amended in Addendum 3
5	S-01	Volume 1 Part IA – Bidding Procedures Section 4 – Bill of Quantities		May-84	Preamble Clause 9	The rates and prices quoted in the priced Bills of Quantities shall, except insofar as it is otherwise provided under the Contract, include all construction plant, labor, supervision, materials, erection, maintenance, insurance, overheads, profit, taxes including tax deducted at sources, levies, and duties and other charges, together with all general risks, liabilities, and obligations set out or implied in the Contract.	Please clarify if spare parts during DLP will be included in unit prices or not? Moreover, please clarify if it is required to submit a spare part list in bid submission? If so, please clarify whether the spare part list will include the unit prices or not.	The spare parts shall be covered by the BOQ, Bill No. 1 and as referenced in GS128.1, 128.2 128.3 Bidder shall submit a spare parts list in accordance with Volume 1 Section 3 1.2.3.4 - 4.6 (4)
6	S-01	General Bid Bulletin No. 6 (25 January 2021) CP 501-02 Responses to Clarification Requests (Batch 1)		Page 1 of 5	Final Response	As specified in both ITB 44 and PCC 4.2, Employer's intention is clear that the Contractor needs to provide all necessary evidence to prove that the Performance Security is enforceable through the corresponding bank in the Employer's country.	The Bidder kindly requests from the Employer to further clarify the meaning of "enforceability through the correspondent bank in the Employer's country" regarding the performance and advance payment guarantees. The Bidder's understanding is that in case the Employer wants to enforce the related guarantee, the Employer may request from the correspondent bank in the Employer's country to send a swift message to the issuing bank, which will be in one of the Eligible countries, to discharge the guarantee and transfer the related funds to the Employer's account, so the payment liability will be on the issuing bank not on the correspondent bank in the Employer's country, please confirm.	The Bidder shall demonstrate the securities can be enforced through the corresponding bank in the Employer's country. The detailed banking arrangement is up to Bidder's agreement with the associated banks.
7	S-02	Volume 2 & Part II	Section 6 – II: Drawings	02_CP 5-02_VIA00 Page 136/172	NSRP-DWG-VIA00-ST-1401		Regarding the seismic restrainer, please kindly report the type and technical specification of the rubber strip; in particular, we would know whether the rubber is used for protection purposes or it should have mechanical characteristics.	Material properties of the rubber strip was added to the drawing in Addendum 3 Durometer Hardness- 60 Shear Modulus (MPa) G - 0.9 Bulk Modulus (MPa) B - 2000
8	S-02	Volume 2 & Part II	Section 6 – II: Drawings	05_CP 5-02_UBR Page 14/14	NSRP-DWG-UBR-ST-0700		Regarding the seismic restrainer, please kindly report the type and technical specification of the rubber strip; in particular, we would know whether the rubber is used for protection purposes or it should have mechanical characteristics.	Material properties of the rubber strip was added to the drawing in Addendum 3 Durometer Hardness- 60 Shear Modulus (MPa) G - 0.9 Bulk Modulus (MPa) B - 2000
9	S-02	General Bid Bulletin No. 6 (25 January 2021) CP 501-02 Responses to Clarification Requests (Batch 1)		Page 1 of 5	Final Response	As specified in both ITB 44 and PCC 4.2, Employer's intention is clear that the Contractor needs to provide all necessary evidence to prove that the Performance Security is enforceable through the corresponding bank in the Employer's country.	The Bidder kindly requests from the Employer to further clarify the meaning of "enforceability through the correspondent bank in the Employer's country" regarding the performance and advance payment guarantees. The Bidder's understanding is that in case the Employer wants to enforce the related guarantee, the Employer may request from the correspondent bank in the Employer's country to send a swift message to the issuing bank, which will be in one of the Eligible countries, to discharge the guarantee and transfer the related funds to the Employer's account, so the payment liability will be on the issuing bank not on the correspondent bank in the Employer's country, please confirm.	The Bidder shall demonstrate the securities can be enforced through the corresponding bank in the Employer's country. The detailed banking arrangement is up to Bidder's agreement with the associated banks.
10	S-01	Volume 1	Section 2 Bid Data Sheet	BDS 3	ITB 7.1	Responses to request for clarification (if any) shall be published on the web sites indicated below not later than twenty-eight (28) calendar days prior to the deadline for submission of Bids, provided that such request has been received not later than forty-one (41) days prior to that same date.	May we request that the deadline for submission of RFIs be moved to 15 days prior to Bid Submission Date?	Please refer to GBB 22
11	S-02	Volume 1	Section BOQ4A		Provisional Sums	Magdahan Link (Paco Sta. Mesa Road). To include Surveying and Demolition, Design and Planning and the construction of Road Pillars. The contractor will demolish existing road viaducts along the Magdahan Link Paco Sta. Mesa Road which will be done on obstruction to the construction of the new 56 railway viaduct. Also involves design, planning and reconstruction a new road viaduct that will cross over the railway viaduct. The Contractor should set up a detour on existing roads before demolition of existing road viaduct. Note: GOB-Funded Activity Provide signage, set up detour with appropriate weight/height restrictions, maintain, modify as necessary during progress of the works, remove after completion of road works and reinstate detour route. PROV SUM: PHP 300,000,000.00	Works according this provisional sum seems to be wide extensive in case they are instructed to be performed by the Contractor. Please provide details of the aforementioned works to check to possible impact to Schedule and Resources to perform it.	Bidder is advised that some additional information will be provided in Addendum 3 and Addendum 4. Otherwise bidder shall programme the work in line with the Provisional Sum descriptions and values provided

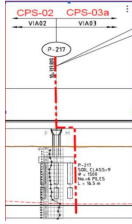
CP 501-02 Responses to Bid Requests (Batch 9)

No.	Packages	Volume	Section	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Collated Response
12	S-02	Volume 1	Section B0Q4A		Provisional Sums	Demolition of Raco to Santa Maria road and approach ramp and descent (northbound) from pier 164b to north of pier 152 Demolition of Existing PNR bridge in Pasig River. PROVISIONAL SUM- PNP 112,300,000.00	Works according this provisional sum seems to be wide extensive in case they are instructed to be performed by the Contractor. Please provide details of the aforementioned works to check to possible impact to Schedule and Resources to perform it.	Bidder is advised that some additional information will be provided in Addendum 3 and Addendum 4. Otherwise bidder shall programme the work in line with the Provisional Sum descriptions and values provided
13	ALL	General Bid Bulletin No. 9 ANNEX "A" Responses to Clarification Requests (Batch 2)		6,8,10,12/31	Clarification No. 47 & 63 & 79 & 90	The Employer may consider the Joint Venture as a single Bidder if there is only one Joint Venture Agreement covering both packages with clear indication of shares for each package. The Bidder may submit combined offer for multiple package given that they follow the following conditions required under ITB 4.1: 1. The Joint Venture partners (Company A and Company B) shall be jointly and severally liable for CP-01 and CP-S-02 package, regardless of whether there are different percentages of shares for each package. 2. One Joint Venture shall nominate only one Representative for both CP-S-01 and CP-S-02 who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and during contract execution. These arrangements shall not be changed after the contract award.	Company A and Company B shall constitute Joint Venture 1 for CP-01 and Joint Venture 2 for CP-02 separately with different participation shares and Representative structure. Company A shall be the Representative of the Joint Venture 1 and Company B shall be the Representative of the Joint Venture 2. Company A and Company B shall also constitute another Joint Venture 3 for both CP-01 and CP-02 (Combined Package) and proposes discount for CP-01 and CP-01 to be valid if the JV is awarded for both CP-01 and CP-02. And we understand from your answers, in this option they have to determine a single Representative (Company A or Company B). However, can you clarify that if the Combined Package Representative is for example Company B, is it still possible to determine the Company A as the Representative of CP-1 and Company B as the Representative of CP-02 (or vice a versa) in case Company A and Company B is only awarded only one package? Or in other words, in all three Joint Ventures only Company A or Company B should be determined as the Representative of all three options?	If Company A and Company B forms a Joint Venture to bid separately for these two packages and offer discount for combined packages, these two companies, regardless of their percentage of shares in the JV and shares for each package, shall only have one Joint Venture Agreement and nominate one Representative for both CP-S-01 and CP S-02 who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and during contract execution.
14		Volume 3	Section 7 General Conditions of Contract	46	14.2 Advance Payment	Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows: (a) deductions shall commence in the next Interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and (b) deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.	The Employer is kindly requested to revisit to decrease the amortization rate indicated in the sub-paragraphs 14.2 (a) & (b) to relieve the Contractor from the negative cash flow.	Bidder is advised that there will be no change in the indicated rate.
15		Volume 3	Section 8 Particular Conditions of Contract	PCC 4	14.3(c) Percentage of Retention	Five percent (5%)	We kindly request acceptance of a Retention Security Bond for 5% at the beginning of works to relieve the Contractor from the negative cash flow.	Bidder is referred to Contract Form CFB for information related to Retention Security
16	S-02	Volume 2	Section 6-III	All pages (1 to 32)	Supplemental Information		We would like to seek update on the latest/current status of relocation of obstructions including utilities, RAP, land acquisition, realignment of PNR, etc. The report date per the Supplemental Information regarding the status of relocation of the utilities companies is dated 16 July 2020, seeking for an updated report on status of these relocations.	The information provided in Supplemental Information is for information purposes only. Bidder is advised that further information regarding land access will be issued in Addendum 4.
17	S-02	Volume 2 Part II Volume 1A Part I	Section 6 IA Scope of Works Section 4A - Bill of Quantities	SOW 13 N/A	2.2.8 Crossing Pasig River at KM 6-745 PS-11	"...The existing Pasig river bridge will be demolished by PNR and a new PNR bridge (for PNR Long-haul and Freight service) will be built by PNR prior to the construction of SCRP bridge..." Demolition of Existing PNR bridge in Pasig River	There seems to be a discrepancy between the information shown in the Scope of Works and that in the Bill of Quantities with reference to the demolition of the existing PNR Pasig River bridge. Please kindly clarify if the demolition of the existing PNR bridge over the Pasig river is PNR's scope or on the other hand it is potentially the Contractor's scope via instruction under Provisional Sums	The demolition of the existing PNR bridge has been covered under Provisional Sum. Please refer to latest addendum for details.
18	ALL				BiD Opening		We would like to refer to the tender for the above tender Project and the recent situation in respect of: COVID-19 continuing with harder precautions to prevent the spread of the disease and its consequential results as limited working hours and workforce due to aggressive precautions taken to prevent its spread, In order to curb the recent surge in COVID-19 infections, suspension of the entry of all foreign nationals into the Philippines, effective March 22, 2021 having adverse effects to our efforts in preparation of the Bid, in respect of collecting in a timely manner information / quotation from the Suppliers / Vendors / Subcontractors, as required for the preparation of the Bid in compliance with the Client's requirements stipulated in the Tender Documents. Moreover, it is very crucial for the Bid preparations that the technical staff needs to be present on-site to inspect the surroundings and make necessary provisions. However, under the current circumstances, the visa issuance for the technical staff taking longer time and mandatory quarantine periods are making the process even harder. We would like to refer to our application made via our letter with ref. number MRK-MRK-DOTR-TEK-LT-00001 dated 28 December 2020 (Enc1-1) regarding our request for Visa issuance and Entry Permits for the staff indicated in the letter and kindly confirm that we have not received the requested visas for the declared staff for their entry to the Country by the date of this letter. In the light of the above, by referring to the importance of the Tender and our respective efforts for the submission of the Bid in compliance with the Client's requirements and in reference to the remaining time for the Tender Closing Date, we kindly ask the Client to consider to extend the Tender Submission Date by 10 weeks, beyond the current deadline, meaning until 14 July 2021	Please refer to GBB 22

CP 501-02 Responses to Bid Requests (Batch 9)

No.	Packages	Volume	Section	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Collated Response	
19	CP 5-02					Bid Opening	We are writing to request an extension to the deadline of the submission of bid for CP 5-02 as we believe more time is needed to provide prospective bidders with the opportunity to submit a fully responsive bid. The tightening of the measures taken due to the spike in Covid-19 cases together with the continuation of the strict travel restrictions, are severely limiting the mobilization of our resources, both in and out of the country, and slowing down all tender activities, in particular those related to iterations with suppliers. We would also bring to your attention that the majority of our tender queries remain unanswered as per today. Some of them pertain to critical information required to educate our offer. This aspect weighs considerably also in our extension request. As such, we sincerely request an extension of 44 calendar days, with 18th June 2021, 10:00 am, as the new deadline. The deadline for bidders to submit request for clarification should be extended accordingly to suit the revised deadline should it be approved.	Please refer to GBB 22	
20	CP 5-02					Bid Opening	We humbly request for an extension of the submission deadline by thirty (30) days from 5 May 2021 to 05 June 2021. The above request request is made due to the below reasons: * We sent about 63 outstanding queries pending client responses for CP 502 as of this writing (including Queries Set 6 on the same date with this letter). Responses to these queries are critical in our preparation of a fully responsive bid submission. *Addendum 2 and 3 cited in the issued GBB Nos. 11 have not yet been issued for a full appreciation of the Clients clarifications *There have been increased movement restrictions due to IATF Memorandum Circular No. 55 which will impact tender preparations (i.e. implementation of alternative working arrangements in both public and private sector that limits capacity to 30%-50% of overall operational on-site capacity) *There are numerous scheduled work holidays between the date of this writing and the submission deadline (i.e. scheduled Holy Week holidays at the beginning of April, and Day of Valor on 9 April 2021)	Please refer to GBB 22	
21	CP 5-02					Realignment of existing canal NSRP-DWG-VIA02-DR-4210 Rev 21; NSRP-DWG-VIA02-DR-4211 Rev 21; NSRP-DWG-VIA02-DR-4212 Rev 21; and NSRP-DWG-VIA02-DR-4213 Rev 21;	For the relocation of existing canal from San Andres Creek (P-201) to the end of Cp 5-02. Please provide as-built drawings of of the existing canal so that bidder can accurately assess and price the associated demolition of existing drainage structure.	Bidder is referred to the Topographic Survey for the details of existing canal. No as-built drawing is available at this stage.	
22	CP 5-02					Realignment of existing canal NSRP-DWG-VIA02-DR-4080 Rev 21;	For the relocation of existing canal from adjacent to España Blvd, please provide as-built drawings of of the existing canal so that bidder can accurately assess and price the associated demolition of existing drainage structure.	Bidder is referred to the Topographic Survey for the details of existing canal. No as-built drawing is available at this stage.	
23	CP 5-02					Bill of Quantities No. 5- Clean out all watercourses	Part A, Item 201(4)d	Please clarify these BO items as there are no other information provided in the drawings such that pricing assessment can be done.	Pay Item "Clean out all watercourses" was transferred to Provisional Sum. Please refer to latest Bid Addendum
24	CP 5-02	Volume 2					Please confirm that the bridges BC01, BC03, BR204 and Cast-In-Situ C150-4 have been designed to account for travelling of Launching (not installing) Girder for segmental box girder.	This is Contractor's responsibility to check and ensure the bridge can account for the travelling of the bidder's launching girder during construction stage.	
25	CP 5-01	Volume 2 / CP 5-01_04_BLU_ME_PL_SM_FS				Blumentritt Station - Mechanical Equipment Schedule Sheet 3	N/A	Please provide Design Calculations NSRP-CAL-BLU-ME-0066_02 for reference for ambient temperature.	Please refer to NSRP-CAL-BLU-ME-0066.
26	CP 5-01	N/A	N/A	N/A	N/A	N/A	N/A	Please clarify if the Sprinkler Head (Pendent and Sidewall) is Quick Response or Standard Response. It is not specified in Technical Specification Section 630-Fire Fighting System; Sub-section 630.2 - Automatic Sprinkler System; Clauses 630.2.1.1, 630.2.1.2 and 630.2.2.2	It will be standard response. TS 600 will be issued in Addendum 4
27	CP 5-01					Bid Opening	We are very keen to participate in the forthcoming tender for the work under MCRP Extension (Blumentritt Extension) package CP 5-01. Based on GBB10, the prospective bidders are required to submit their bids on May 05, 2021. Following Philippines' Bureau of Immigration March 22, 2021 Press Release to postpone foreign nationals' Visa issuance until 21 April 2021 and accounting for the mandatory quarantine of total seven (7) days for foreign arrivals, we hereby requesting for the bid submission deadline to be extended from 05 May 2021 to at least June 14, 2021. For your information, our personnel's Visa application has been suspended for one (1) month from the date of the above policy release, therefore we ask for your kind understanding in this urgency. We hope that our request be granted in order to ensure fair participation of all bidders. We look forward for your kind consideration.	Please refer to GBB 22	

CP 501-02 Responses to Bid Requests (Batch 9)

No.	Packages	Volume	Section	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Collated Response
28	CP 5-01						<p>Bid Opening</p> <p>With reference to the tenders of Malolos-Clark Railway Project (Blumentritt Extension (MCRP-Ext.) Packages CP 5 01 & The South Commuter Railway Project, Package CP 5 04 to 07" we have been studying with our most experience teams in order to fulfill the client requirements and prepare our best & competitive offer with solid submission files. We have also attended the pre-bid meetings with your management to raise our queries and have a better clarification on the projects. However, due to the travel restrictions to Philippines since the beginning of the new year until last weeks we, as a foreign competitor did not be able to travel to Philippines and to the respective work sites to make a detailed site visit. However due to the newly received endorsement letter we have managed to receive our visas in order to travel to Manila. However, considering the quarantine time which will be spent in the appointed hotel, we require additional time to make our detailed market research, meet with the local advisor, meet the local vendors and subcontractors, land owners and also meet the local authorities to collect necessary information in order to prepare a best offer for these tenders. Considering the magnitude and the gravity of the tenders/projects we kindly like to request 10 weeks extension from the due date of the final submission for these related tenders to July 14th, 2021. We kindly wish you to understand the practical issue as stated above for working out the most competitive price and hoping you will be kind enough to consider our request for this extension of time.</p>	Please refer to GBB 22
29	CP 5-02						<p>Bid Opening</p> <p>In accordance with our ongoing preparation for the bid of the abovementioned project, we would like to request your good office for an extension of bid submission from 05 May 2021 to 02 July 2021. The said request of submission extension is for us to have more time to further review the bid documents to come up with a fully responsive bid. Additionally, we need the extra time to review and incorporate the information/details provided in the recently issued General Bid Bulletin No. 12 dated 23 March 2021. Also, we have yet to receive responses to our queries. Moreover, extra time is needed for our specialty/domestic subcontractors and suppliers to complete their respective proposals to be part of our bid.</p>	Please refer to GBB 22
30	CP 5-02						<p>Bid Opening</p> <p>With regard to the subject project, we would like to bring your kind attention that we are currently under preparation of the tender proposal with keen interest to be involved in this project. However, we are facing insufficient time to prepare a competitive and a compliant proposal to meet the requirements of bidding documents due to multiple reasons. 1.) Due to Covid 19 outbreak, Philippines Government has suspended on issuing the entry visa for foreigners and does not allow to enter since April 15, and we are not able to execute a site survey until this moment. 2.) extra time should be required to interpret and apply unresponded clarifications and additional information from the Client (if any) in the future. For the foregoing reasons, we are of the opinion that additional tender preparation period is certainly, and respectfully request for at least 8 (eight) weeks extension from the current bidding date. Your positive understanding and favorable response to our request would be very much appreciated.</p>	Please refer to GBB 22
31	CP 5-02	2.1 CP 5-02 Volume 2	Sec. 6-IA Scope of Works 20200929,	SOW-9	2.2.1	(i) Pier P-217 The viaduct structure and the bearings on the north side of Piers P-217 shall be provided and installed by CP 5-02 whilst the foundations and pier P-217 together with the bearings and viaduct structure on the south side shall be provided and installed by CP 5-03a.	<p>There are discrepancy of work scope for the Pier P-217 between SOW and drawing (NSRP-DWG-VIA02-ST-0033 REV21).</p> <p>Please clarify the scope works of pier P-217.</p>	<p>"Bidder is referred to the drawing (NSRP-DWG-VIA02-ST-0033, Rev21)</p> <p>SOW has been updated in Addendum 4 as below</p> <p>Section 2.2.1 Text:</p> <p>"(i) Pier P-217 The viaduct structure and the bearings on the north side of Piers P-217 shall be provided and installed by CP 5-02 whilst the foundations and pier P-217 together with the bearings and viaduct structure on the south side shall be provided and installed by CP 5-03a."</p> <p>Section 2.2.1. Revised text:</p> <p>"(ii) The foundation and Pier of P-217, the viaduct structure and the bearings on the north side of Pier P-217 shall be provided and installed by CP 5-02 whilst the bearings and viaduct structure on the south side of P-217 shall be provided and installed by CP 5-03a."</p>
32								
33	CP 5-02	2.1 CP 5-02 Volume 2	Section 6-IA Scope of Works 20200929	SOW-8	2.1.1	b) Obtaining of all necessary Licenses and Permits, including demolition and tree cutting and/or relocation.	<p>We understand that Obtaining of all necessary Licenses and Permits, including demolition and tree cutting and/or relocation is contractor's work scope as per the SOW and the quantities will be provided on Supplementary Information Section 6-III page 31 as per the results from the survey.</p> <p>Does the bidder's understanding is correct?. When the survey results will be provided?</p>	Bidder is referred to revised Provisional Sum section of the bidding documents in relation to tree cutting issued in Addendum 3
34		5-02 Volume 2	Section 6III Supplementary Information 201119	Page 30				
35	CP 5-02	Volume 3	Section 8 Part A – Contract Data	PCCA, 7	8.7&14.15(b)	Delay damages for the Works & Attachment 1	<p>Please amend Clause 8.7 & 14.15(b) of Part A - Contract Data, Volume III Section 8 as follows:</p> <p>Five hundredths of a percent (0.05%) Twenty-five thousandths of a percent (0.025%) of the Contract Price per day for delay in the completion of the whole of Works and for delay in achieving each Key Date for the respective elements of the Works, in the currencies and proportions in which the Contract Price is payable.</p>	Bidder's request is declined.

No.	Packages	Volume	Section	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Collated Response
36	CP 5-02	Pink Book - Multilateral Development Bank Harmonised Edition		page 63	General Conditions 19.1 Definition of Force Majeure	In this Clause, "Force Majeure" means an exceptional event or circumstance: (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party.	Please insert special provisions regarding COVID-19 as follows : With respect to the COVID-19 pandemic (including potential future waves and/or mutations of the original virus), if the Contractor suffers delay and/or incurs Cost as a result of this delay, to the extent that such delay is: i) caused by undertaking additional HSE measures and directives/orders instructed by any legally constituted public authority (which were not existed at the Base Date); and/or ii) from the Contractor's supply chain, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 (Contractor's Claims) to: (a) an extension of time for any such delay, if completion is or will be delayed, and (b) payment of any such Cost plus profit, which shall be included in the Contract Price.	Bidders request is declined. Bidder is referred to Covid-19 provisions in the bidding documents.
37	ALL					General Bid Bulletin No. 12 Item 37	We refer to our previous letter DMCI-Infra-2021-011 dated February 17, 2021, where we sought your approval for a proposed revision to the Bid Security Form (see Annex A). The revision is primarily to include an expiry date for the bank guarantee, to comp with BSP Manual of Regulations for Banks, sub-section C347.1.1, which requires that the bank's obligation shall have an express expiration date (see Annex B). We note that your response to our query, as stated in GBB 12 Item 37, is still use the form template as included in the bidding documents. We humbly seek again your approval to this revision as DOTY have approved the same request in the bid for CP104 (see annex C). We would greatly appreciate your favorable response. With that, the banks will be able to issue us guarantee and comply with the BSP regulations at the same time.	Bidder is advised that Bidding Forms as provided in the Bidding Document shall not be modified.
38	ALL	Volume 3	Section 8 Particular Conditions of Contract	PCC 3	Clause 1.1.3.3	Time for Completion of the Works For the whole of the I, the I shall be one thousand four hundred and sixty (1,460) calendar days from the Commencement Date.	The Employer is kindly requested to clarify how the access to the Site will be. Will the Contractor be given full possession and an unhindered access? By the same token, the Bidder will be given the opportunity to have the Site visit prior to submitting the Bid. Will the Contractor be entitled to compensation under the Contract should any differences in the Site conditions before and after the Site visit occur?	Bidder is advised that further information regarding land access will be issued in Addendum 4.
39	ALL	Volume 3	Section 8 Particular Conditions of Contract	PCC 11	Clause 4.6	Co-operation The Contractor shall obtain the information in respect of plinths, block-outs, holes, hooks, and other instruments required for the installation and testing of E&M system from CP NS-01 Contractor (E&M Systems and Track Works) to reflect in working / shop drawings which will be prepared by the Contractor. He shall coordinate these interfaces through BIM as well as traditional means. A description of the BIM system and its application is provided in the General Specification.	Does the Employer have any document / data in its possession at the time of this question that can be shared with the bidders before the Base Date so that the bidders are fully cognizant about the situation with the third parties?	Bidder is referred to Addendum 3 which contains a Provisional Sum for interface works
40	ALL	Volume 3	Section 8 Particular Conditions of Contract	PCC 11	Clause 4.7	The Contractor shall comply with: (i) the measures relevant to the Contractor which are set forth in the Resettlement Action Plan to the extent it concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the Resettlement Action Plan, and has included for all costs associated with these in the Contract Price. The Resettlement Action Plan is in Appendix 7 Environmental Management of General Specification, Annex E.	The Bidder understands that the information conveyed under the "Settlement Action Plan" may have some developments during the course of the bidding process that may well affect the Bidder's ability to produce the best offer for the Works. Does the Employer have any plan to update this data and submit to the bidders under a bulletin?	Bidder is advised that no further update to the Re-Settlement Action Plan. Updated RAP information will be provided once available. Bidder is also referred to updated Provisional Sum in Bill No. 8 for RAP clearance works and additional Land Access information issued in Addendum 4.
41	ALL	Volume 3	Section 8 Particular Conditions of Contract	PCC 16	Clause 10.2	Taking Over of Parts of the Works "For avoidance of doubt, the Employer acknowledges and agrees that the provision of access to and the occupation of parts of the Employer by parties other than the Employer as required by Employer 4.6 does not constitute "Taking Over" in accordance with the terms of this Clause."	The Bidder is of the opinion that the addition of this new condition as to "using but not taking over" is not truly applicable and likely to cause contractual / commercial disputes throughout the course of the Works. Given the fair prescription of the FIDIC Pink Book (MDB Harmonised Edition June 2010) as to the Sub-Clause 10.2, the Bidder kindly requests the Employer to drop this exemption and reinstate the terms in the first place as stated in the original format, i.e., FIDIC Pink Book (MDB Harmonised Edition June 2010).	Bidder's request is declined.
42	ALL	Volume 2	Section 6 - IB General Specification	GS 97	GS131	The execution of the Works will be adjacent to the live train operation.	The Bidder understands that the Contractor will be entitled to compensation under the Contract should the working conditions at the Site adjacent to the live operation zone deteriorate, i.e., the more onerous circumstances arise due to the reasons to attributable to the Contractor. The Employer is kindly requested to confirm the Bidder's understanding.	In a situation where the Contractor consider material circumstances to have changed and makes a claim, then said claim will be dealt with in accordance with applicable GCC Clauses.
43	ALL	Volume 3	Section 7 General Conditions of Contract		Clause 4.20	Employer's Equipment and Free-Issue Materials	As per the Sub-Clause 4.20 of the Conditions of Contract, the Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. Please give details of free-issue materials (if any) that will be provided by the Employer.	Bidder is advised there are no free issue materials
44	ALL	Volume 3	Section 7 General Conditions of Contract		Clause 8.5	Delays Caused by Authorities	If the Contractor suffers delay and/or incurs Cost as a result of the traffic ban which is declared by government authorities during the execution of the Works. Please clarify, will the Employer compensate any Contractor's losses in respect of this and/or any other similar incidents?	Delays caused by Authorities will be dealt with in accordance with applicable GCC clauses.
45	ALL	Volume 3	Section 7 General Conditions of Contract		Clause 8.5	Delays Caused by Authorities	If the Works or any part of the Works are suspended and/or blocked by government authorities due to reasons wholly beyond the Contractor's control, will the Employer compensate Contractor's losses in respect of this and/or any other similar incidents under the Contract?	Delays caused by Authorities will be dealt with in accordance with applicable GCC clauses.

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46	ALL	Volume 3	Section 7 General Conditions of Contract		Clause 8.8	Suspension of Work	<p>COVID-19 is having material and global impact on construction projects across the world. Many of those projects are suspended under the conditions of the contract.</p> <p>If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's/Employer's instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, will the Contractor be entitled subject to Sub-Clause 20.1 to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price.</p>	Bidder is requested to comply with all Covid-19 related clauses in the bidding documents. Claims for extension of time and payment will be dealt with in accordance to relevant GCC clauses.
47	ALL	Volume 3	Section 7 General Conditions of Contract		Clause 13.7	Adjustments for Changes in Legislation	<p>As per the Conditions of Contract 14.1, the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation].</p> <p>If any tax rate changes during the execution of the Works, which can result in changes to the Contractor's project cost, shall the Contract Price be adjusted in accordance with new tax rates?</p>	Bidder is advised that Adjustments for Changes in Legislation will be dealt with in accordance with the applicable GCC Clauses
48	ALL	Volume 3	Section 7 General Conditions of Contract		Clause 15.2	Termination by Employer	<p>As per the PCC 15.2 "the Engineer gives two consecutive Notices to update the Program and accelerate the works to include mitigation measures required to ensure compliance with Clause 8.2 [Time for Completion] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Engineer."</p> <p>We understand that the above-mentioned termination option shall be applied if the Contractor solely fails to carry out its contractual obligations under the Contract which jeopardize the construction contract project schedule.</p> <p>However, unless the Employer performs its contractual obligations in a manner that would allow the Contractor to execute the Works in accordance with the Clause 8.3 [Programme], such requested updated program submission will prejudice the Contractor's contractual rights under the Contract.</p> <p>Please clarify, shall any instruction to be given by the Employer to update the Program and accelerate the works to include mitigation measures required to ensure compliance with Clause 8.2 [Time for Completion] due to the delays/reasons that cannot be attributable to the Contractor?</p> <p>Furthermore, considering the above-mentioned explanations please clarify, shall the Employer be entitled to terminate the Contract when the Contractor suffers delay and/or incurs Cost as a result of the Employer's failure?</p>	Bidder is advised that delays that cannot be attributable to the Contractor will be dealt with in accordance with applicable GCC clauses.
49	ALL	Volume 3 & Section 7 General Conditions of Contract			Clause 17.3	Employer's Risks	<p>If the Works or any part of the Works are blocked by local residents due to reasons wholly beyond and not attributable to the Contractor's activities, may this incident be evaluated under the Conditions of the Contract Sub-clause 17.3 and 17.4?</p>	Delays caused by events outwith the Contractors control will be dealt with in accordance with the applicable GCC Clauses
50	ALL	Volume 3	Section 7 General Conditions of Contract		Clause 20.1	Contractor's Claims	<p>As per the Conditions of Contract 20.1, the Contractor is subject to time limits for claims, including the familiar 28-day "Notice of Claim". Please clarify, shall the Contractor comply with the 28-day notice requirements if the Employer fails to implement its contractual responsibilities and be aware of these breaches will negatively affect the completion date of the Project?</p> <p>and/or;</p> <p>If any evidence of the Employer's prior knowledge of the event or circumstance giving rise to a claim (in relation to the initial notice of claim) or the contractual or other legal basis of the claim (in relation to the fully detailed claim), shall the Contractor to comply with the time limits of the claim in accordance with the Conditions of Contract Sub-Clause 20.1?</p>	Bidder is advised that Contractor's claims will be handled in strict compliance to GCC Clause 20.1
51	S-02	GBB 12 - Annex A, Items 146					<p>Clarification 146 refers to the inability of the bidder to ascertain the cost and time impacts of PS1 and PS-3 given the unknown nature of the scope under these provisional sums. The bidder would like to seek further clarification as to how to interpret the response provided to these clarification. Specifically:</p> <p>1) the response states "The Amounts indicated in the Bill No. 8 are "Provisional Sum" only." - Please confirm that by this statement, the employer is referring to the amounts under Provisional Sum schedule being indicative only and that will be increased should these be insufficient. Consequently, please confirm that these amounts are not deemed, under FIDIC Clause 4.11, to be sufficient for the purposes of performing the scope.</p> <p>2) the response states "In circumstances where the contractor encounters unforeseeable physical conditions, it is confirmed that the applicable provisions under the Particular Conditions of Contract (PCC), Part B-Specific Provisions, Ref. GCC 4.12 shall be in effect." - the Bidder considers that any unexpected utility will constitute an unforeseeable physical condition regardless of the reason (i.e. due to a failure to relocate a known utility or due to a utility being unknown to the parties). Please confirm that encountering the any unexpected utility shall constitute an unforeseeable physical condition for the purpose of 4.12.</p>	<p>1) a) Provisional Sums shall be expended in accordance with the provisions of GCC Clause 13.5</p> <p>2) Unexpected utilities are covered by a Provisional Sum in Bill No.8</p>
52	S-02	GBB 13 - Annex A, Items 41 and 55					<p>Clarification items 41 and 55 refer to the status of the site in relation to being Clear and Free at the prior to the Commencement Date/commencement of the Works.</p> <p>Please confirm the following:</p> <p>- in relation to item 41, that this query and response also applies to S-02,</p> <p>- in relation to item 55, we note that the sentence is incomplete. Please confirm that the correct response to this query is "The works area shall be clear at the commencement of the Contract". Further we understand that by works area the Employer is referring to the "Site"</p>	Bidder is advised that further information regarding land access will be issued in Addendum 4.
53	S-02	Addendum 2 - Item 18.2(d)				Maximum amount of deductibles	<p>GCC 17.3(c) – commotion and riots – 150,000 USD per occurrence GCC 17.3(g) – Employer's Design risks – 250,000 USD per occurrence GCC 17.3(h) – Natural Catastrophes – 250,000 USD per occurrence</p> <p>The bidder's has liaised with its advisers and the market and it is of the opinion that as of today, the requested maximum deductible amounts are not achievable. The bidder kindly requests the Employer to revert to amounts as originally proposed in the tender documents.</p>	Bidder is referred to Addendum 4 information regarding insurance deductibles.
54	S-02	Volume 2 Part 2	Sec. IC T5 200 Bridges and Viaduct 200918		206.7.8.6 Thermal modeling		<p>Have the pretesting schedule for hardening concrete properties required for thermal modeling been considered in the work program? Which software does the Bidder have to use for thermal modelling?</p>	The contractor shall submit a pre-testing schedule for hardening concrete properties including the contractor's software for thermal modelling with the approval of the engineer on site.
55	S-02	GBB 13 Annex A Item 51		4		This will be scope of CPS-02. 320m of each direction conflicted with the structures shall be demolished.	<p>Please provide us as-built drawings of this existing flyover to be demolished, specifically the 320m mentioned in the clarification response. This is required for proper pricing assessment and planning.</p> <p>In addition, please confirm if BOQ will be revised to include this additional work.</p>	The existing flyover to be demolished shall be covered by the Bill No. 8 - provisional Sum, under Item No. PS-8. Please refer to the updated BOQ which shall be issued as Addendum 4.
56	S-02	GBB 13 Annex A Item 44		4		The Stage 2 shall be done by bidder. Please take into account this work into the scope of work.	<p>If the track realignment [Stage 2] is part of the scope of the bidder, then please provide information in the form of drawings, Specification and also advise which part of BOQ this item is covered.</p> <p>Who will supply the PNR tracks related material associated to this stage 2 relocation?</p>	Bidder is advised that PNR track relocation works will be completed in advance of commencement of civil works. Bidder shall refer to Scope of Works 1.3, 2.1 (1). Bidder is further advised to refer to the updated Provisional Sum in Bill Number 8 to be issued under Addendum 5.

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57	S-02	Volume 2				Access Hatches	Please check what will govern on the qty of Access Hatch for each Package, MPF or Arch Qty?	<p>Access Hatch reflected on both architectural and mechanical drawings shall be counted as the architectural hatches are for access to catwalk while the mechanical hatches are for mechanical equipment.</p> <p>For CP5-02 Architectural Reflected ceiling plans as follows: NSRP-DWG-ESP-AR-3431, NSRP-DWG-ESP-AR-3432 rev. 21.3 Addendum 5 NSRP-DWG-STM-AR-3431 to NSRP-DWG-STM-AR-3434 rev. 21.3 Addendum 5 3. NSRP-DWG-PAC-AR-3431 rev. 21.3 Addendum 5</p> <p>For Mechanical Plans with Access panel reflected on plans as follows: NSRP-DWG-ESP-ME-5608 rev 21.2 Addendum 2 NSRP-DWG-ESP-ME-5616 rev 21.2 Addendum 2 NSRP-DWG-ESP-ME-5638 rev 21 NSRP-DWG-ESP-ME-5646 rev 21.2 Addendum 2 (NSRP-DWG-STM-ME-5608, NSRP-DWG-STM-ME-5611) rev 21.3 Addendum 3 NSRP-DWG-STM-ME-5613 rev 21 NSRP-DWG-STM-ME-5616 rev 21.3 Addendum 3 (NSRP-DWG-STM-ME-5638, NSRP-DWG-STM-ME-5642, NSRP-DWG-STM-ME-5646) rev 21 NSRP-DWG-PAC-ME-5616 rev 21.3 Addendum 3 NSRP-DWG-PAC-ME-5646 rev 21.3 Addendum 3</p>
58	S-02	ITB				Tender Deadline Submission	<p>We humbly submit our request for an extension of the submission deadline by thirty (30) days from 14 June 2021 to 14 July 2021.</p> <p>The above request is made due to the below reasons:</p> <ul style="list-style-type: none"> Addendums 3 and 4 cited in the previous GBBs have not yet been issued for a full appreciation of the Client's clarifications. These outstanding addendums include the substantial changes in relation to the drawings, BOQ and Specifications, among others. Additional time to study these changes will be required. We sent about 24 outstanding queries pending client responses for CP502 as of this writing. Responses to these queries are critical in our preparation of a fully responsive bid submission. Implementation of ECQ and MECQ from 29 March 2021 to 14 May 2021. Limited information from the market have been obtained within this period. <p>The above cited reasons are critical to progress our tender preparations.</p>	Please refer to GBB 22
59	S-02					Static Load Test GBB 20 13 April 2021 of package CP 5-04	<p>With reference to the response of the static load test requirements under the GBB 20 13 April 2021 of package CP 5-04, it stated that</p> <p>"Test piles shall not be incorporated in the completed structure and shall be removed to at least 600mm below proposed soffit level of pilecap (See TS 204.2.6)."</p> <p>Should these requirements apply to this package?</p> <p>If yes, this is different with the response of GBB 13, 26 March 2021.</p>	<p>The Contractor shall allow for 11 number (sacrificial) test piles per contract package, the static load testing of working piles to the loads given in the pier schedule is not permitted. At least one test per pile size (diameters) per soil class shall be carried out in each package, the location of the remainder will be determined by the Engineer. The actual length will be determined by the Engineer and will depend on the soil conditions at the agreed location of the test piles. The sacrificial test piles will be subject to a static load test, the magnitude of the load test will be maximum of 1 x L2 Earthquake load, as given in the pier schedule. The acceptance criteria is given on drawing NSRP-DWG-VIAD0-S1-0320. The object of the pile test is not only to verify the geotechnical parameters assumed in the design but also for the Contractor to demonstrate his working methods for constructing the piles. The static load test shall be "Maintained Load Test" and the loads shall be applied and maintained as per ATM D1143-81. Alternative test methods may be proposed by the Contractor but he must clearly indicate what the advantages and savings his method would bring to the Client and that the alternative method would still validate the assumed design parameters. The Contractor shall also note that working piles are not permitted to be used as "Reaction" piles during the static load test. The contractor shall allow for additional sacrificial piles if the reaction method is to be used. Bidder to refer to updated BOQ in Addendum 5.</p>
60	S-02					Concrete Temperature GBB 16, 20 April 2021	<p>Please confirm what type elements of the concrete require pre-cooling and/ or post cooling. The type of elements should include pile, pile cap, column, pier head, precast segmental, cast in situ bridge, balanced cantilever bridge, precast parapet, upstand wall and protective concrete. If this is in relation to the size of the cross section, please advise the detailed dimension.</p>	<p>The maximum temperature of fresh concrete at time of placing should be between 26 to 30 degree C and should be achieved through normal precautions at the mixing plant, for working in hot, humid climates. The Contractor shall comply with the recommendations of TS200 Clause 206.7.8.4 with regard to pre-cooling and TS200 206.7.8.5 and TS200 Clause 206.7.8.5 regarding the cooling of the concrete. At no stage during the concreting process should the temperature of the fresh concrete exceed 35 degree C.</p>
61	S-02	Volume 1	Section 4	BF24		Management & Supervision - Site Organization	<p>To ensure a fully compliant and responsive submission to the client's requirements, we would like to seek the Client's guidance in the preparation of the following:</p> <p>(1) Project Management Chart (3) Site Management Chart (5) Work Supervision Resources Chart</p> <p>What constitutes a Project Management Chart when compared to a Site Management Chart and to a Work Supervision Resources Chart and vice-versa? What level of detail in terms of level of positions are required to be exhausted for each of the above-mentioned charts?</p> <p>Clarification is sought for guidance and ensure we have a common understanding in the preparation of the above.</p>	<p>Bidder is advised there is no specific definition of these charts and the bidders shall develop these charts in line with its experience on similar projects.</p>

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62	S-02					Bid Opening	<p>We humbly submit our request for an extension of the submission deadline by thirty (30) days from 14 June 2021 to 14 July 2021.</p> <p>The above request is made due to the below reasons:</p> <ul style="list-style-type: none"> Addendums 3 and 4 cited in the previous GBBs have not yet been issued for a full appreciation of the Client's clarifications. These outstanding addendums include the substantial changes in relation to the drawings, BQ and Specifications, among others. Additional time to study these changes will be required. We sent about 40 outstanding queries pending client responses for CP502 as of this writing. Responses to these queries are critical in our preparation of a fully responsive bid submission. Implementation of ECQ and MECQ from 29 March 2021 to 14 May 2021. Limited information from the market have been obtained within this period. 	Please refer to GBB 22
63	S-02		GBB 13-Annex A, Item 43 NSRP-DWG-VIA02-DR-0004 NSRP-DWG-VIA02-DR-4120 NSRP-DWG-VIA02-DR-4140 NSRP-DWG-VIA02-DR-4180 NSRP-DWG-VIA02-DR-4190			<p>GBB 13-Annex A, Item 43, final response: "Relocated canal shown on the drawing shall be constructed by the bidder. Proposed canal shown on the drawing shall be done by others"</p> <p>NSRP-DWG-VIA02-DR-0004; 4. Drainage Notes; 4.15: "All existing drainage affected by PNR to be realigned by Others".</p> <p>NSRP-DWG-VIA02-DR-0004; 6. Drainage Crossing Connection Construction Sequence; 6.1: "Construction of Drainage crossing underneath the freight track and the PNR Temporary Track are by Others and is not included in this Construction Package. Profiles and Plans presented in the 4000 Series of Drawings are for information only."</p>	<p>a. Under the construction prospective, it does not make sense to separate the scope of the five water flow into two (2) proposed and relocated, because it will be necessary to divert the flow to a temporary canal twice.</p> <p>b. This temporary canal will connect out of the ROW with the design solution proposed because its boundaries go from ROW to ROW.</p> <p>c. The Bidder wants to draw the attention about the flooding risk if the flow of the estero is reduced during the Construction Stage.</p> <p>d. The Bidder wants to highlight that in order to maintain the PNR service with the current solution will require a thrust boring and box culvert jacking methodologies.</p> <p>Therefore, bearing in mind the aforementioned, the bidder kindly request the Client to confirm:</p> <p>(i) If the Client wants to keep the Strategy of two different scopes, proposed and relocated canals, instead of a unique project.</p> <p>(ii) In case the client keeps to different scopes (relocated-proposed), it is important for the Bidder the sequence of works, because the construction of one of them impacts the other. Please provide the clear sequence of the intended works</p> <p>(iii) The scope of the relocated and proposed canal in the Drawing NSRP-DWG-VIA02-DR-4120, which contradicts the notes 4.15 and 6.1 of the Drawing NSRP-DWG-VIA02-DR-0004, because the relocated area contains the PNR tracks.</p> <p>(iv) The scope of the relocated and proposed canal in the Drawing NSRP-DWG-VIA02-DR-4140, which contradicts the notes 4.15 and 6.1 of the Drawing NSRP-DWG-VIA02-DR-0004, because the relocated area contains the PNR tracks.</p> <p>(v) The scope of the relocated and proposed canal in the Drawing NSRP-DWG-VIA02-DR-4180, which contradicts the notes 4.15 and 6.1 of the Drawing NSRP-DWG-VIA02-DR-0004, because the relocated area contains the PNR tracks.</p> <p>(vi) The scope of the relocated and proposed canal in the Drawing NSRP-DWG-VIA02-DR-4190, which contradicts the notes 4.15 and 6.1 of the Drawing NSRP-DWG-VIA02-DR-0004, because the relocated area contains the PNR tracks.</p>	<p>(i) Proposed canal shall carry out by PNR contractor before commencement work. Bidder cannot propose any alternative method.</p> <p>(ii) Proposed canal shall carry out by PNR contractor before commencement work, and relocated canal shall carry out during construction.</p> <p>(iii) Drawing NSRP-DWG-VIA02-DR-4120 was revised as REV21.3 to show that the Proposed Canal is under the PNR Tracks</p> <p>(iv) Drawing NSRP-DWG-VIA02-DR-4140 was revised as REV21.3 to show that the Proposed Canal is under the PNR Tracks</p> <p>(v) Drawing NSRP-DWG-VIA02-DR-4180 was revised as REV21.3 to show that the Proposed Canal is under the PNR Tracks</p> <p>(vi) Drawing NSRP-DWG-VIA02-DR-4190 will be revised as REV21.3 to show that the Proposed Canal is under the PNR Tracks</p>
64	S-02		GBB 13-Annex A, Item 49 GBB 13-Annex A, Item 50 GBB 13-Annex A, Item 53 NSRP-DWG-VIA02-ST-0023 NSRP-DWG-VIA02-ST-0102 NSRP-DWG-VIA02-ST-0161 2.5 Site Data; 01 NSRP[SC] Geo-Tech_Data RB14			<p>GBB 13-Annex A, Item 49, final response: "The existing PNR bridge shall be demolished by others prior to the commencement of the Works."</p> <p>GBB 13-Annex A, Item 50, final response: "The existing PNR bridge including the pile caps shall be demolished by others prior to the commencement of the Works."</p> <p>GBB 13-Annex A, Item 53, final response: "The relocation shall be done prior to the commencement of the Contract. The Drawings for proposed PNR bridge is not available. Please allow for similar size as the existing bridge."</p>	<p>(i) The Bidder would appreciate the Client's confirmation about the sequence of the works and which party (Client, Bidder, etc...) will hold the ultimate responsibility for the scope of the demolition of the Existing PNR Pasig River Bridge.</p> <p>(ii) Additionally the Bidder would kindly request the confirmation that the geotechnical ground conditions will remain unaltered after the demolition and free of any remaining elements of the demolished PNR bridge.</p> <p>(iii) Furthermore, please confirm that the ground conditions will be similar to the characteristics shown in the boreholes SBH-060, ABH-03, SBH-061, SBH-062, SBH-063 and SBH-064 included in the drawing NSRP-DWG-VIA02-ST-0161 and in the Geo-Tech-Data RB14 when the Site Access is granted.</p>	<p>(i) It is confirmed that the Works will be done by the Civil Works Contractor and will be covered under PS-9 Demolition of Existing PNR Bridge in Pasig River.</p> <p>(ii&iii) No instruction will be given to alter the ground condition.</p>
65	S-02		GBB 13-Annex A, Item 51 GBB 16-Annex A, Item 37 Sec. 6, Scope of Works Part II Requirements Section 4A Bill of Quantities PS8 Addendum 1 NSRP-DWG-VIA02-ST-0024 NSRP-DWG-VIA02-ST-0025 NSRP-DWG-VIA02-ST-0026 NSRP-DWG-VIA02-ST-0027			<p>Section 4A Bill of Quantities PS8 Addendum 1: "Demolish existing road viaducts along the Paco-Sta. Mesa Road which will become obstruction to the construction of the new SC railway viaduct."</p> <p>Sec. 6, Scope of Works Part II Requirements. 133.2.2 "...The Engineer shall conduct a survey in conjunction with, and to be agreed by, the Contractor, in order to define the extent of the demolition..."</p> <p>Sec. 6, Scope of Works Part II Requirements. 133.2.3 "The Contractor shall be responsible for the demolishing and clearing... following the survey conducted under GS 133.2.2 above..."</p>	<p>(i) It is the Bidder understanding that the Employer would like to include part of the extension of the Paco-Sta. Mesa Road as part of the scope of the contractor via provisional sum as a construction obstruction. Please, kindly confirm if that is the case.</p> <p>(ii) However, the clause 133.2 and 133.3 General Specification Section 6-18, put the scope will be under Engineer's discretion, and to be agreed by the Contractor. The Bidder would like to confirm how this item is going to be measured and paid, as the scope is currently open.</p> <p>(iii) Furthermore, the Bidder would like to get the same level of detail for the rest of the elements included in the Scope of Works, in order to grant a safe and competitive methodology. Therefore, the Bidder kindly request to the Client the as-built drawings and the scope of demarcation of the Santa Mesa Road Flyover to be decommissioned.</p>	<p>(i) Demolition of existing Road Viaduct along Paco-Sta Mesa Road is by Contractor</p> <p>(ii) GS 133.2 an GS 133.3 was already deleted and revised as part of Bill 8 Provisional Sum.</p> <p>(iii) Please refer to answer in ii) for the same answer to this matter</p>
66	S-02		Volume 2 Employers Requirement			Existing Paco-Sta Mesa Road demolition	<p>As shown in the drawings NSRP-DWG-VIA02-RD-3022/3023/3024 the existing Paco-Sta. Mesa Road viaduct will be demolished by others.</p> <p>(i) Could you kindly confirm that the demolition IS NOT part of the bidder's scope?</p> <p>(ii) On the other hand, should you confirm that the demolition IS part of the Bidder's scope, then, could you kindly provide the as built drawings of the mentioned Paco-Sta. Mesa bridge?</p>	<p>(i) Demolition of existing Road Viaduct along Paco-Sta Mesa Road is by Contractor</p> <p>(ii) GS 133.2 an GS 133.3 was already deleted and revised as part of Bill 8 Provisional Sum.</p> <p>(iii) Please refer to answer in ii) for the same answer to this matter</p>

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67	ALL					Bid Opening	<p>We would like to refer to the tender for the above tender Project and the recent situation in respect of;</p> <ul style="list-style-type: none"> - COVID-19 continuing with harder precautions to prevent the spread of the disease and its consequential results as limited working hours and workforce due to aggressive precautions taken to prevent its spread, - In order to curb the recent surge in COVID-19 infections, restrictions on the entry of foreign nationals into the Philippines, <p>having adverse effects to our efforts in preparation of the Bid, in respect of collecting in a timely manner information / quotation from the Suppliers / Vendors / Subcontractors, as required for the preparation of the Bid in compliance with the Client's requirements stipulated in the Tender Documents.</p> <p>Moreover, it is very crucial for the Bid preparations that the technical staff needs to be present on-site to inspect the surroundings and make necessary provisions. However, under the current circumstances, the visa issuance for the technical staff taking longer time and mandatory quarantine periods are making the process even harder. We would like to refer to our application made via our letter with ref. number MRK-MRK-DOTR-TEK-LT-00001 dated 28 December 2020 (End-1) regarding our request for Visa Issuance and Entry Permits for the staff indicated in the letter and kindly confirm that we have not received the requested visas for the declared staff for their entry into the Country by the date of this letter.</p> <p>On the other hand, in the recent General Bid Bulletins it is noted that there will be two more addendums to be issued, Addendum-3 and Addendum-4, respectively. However, these two addendums haven't still been issued yet. As the clarification period for the bidders is until May 4, 2021, there will not be enough time for reviewing these addendums and raising further clarification request, in case of any.</p> <p>In the light of the above, by referring to the importance of the Tender and our respective efforts for the submission of the Bid in compliance with the Client's requirements and in reference to the remaining time for the Tender Closing Date, we kindly ask the Client to consider to extend the Tender Submission Date by 10 weeks, beyond the current deadline, meaning until 23 August 2021.</p>	Please refer to GBB 22
68	S-01	GBB 14 Addendum 2 2.2 SCRP General Specification S-01 S-02_20210311	Section 6- IB	Page 116-117	GS 128.1 General GS 128.2 Defect Liability	GS 128.1, The Warranty Period for contractual spare parts, special tools and testing equipment... GS 128.2 Item c, Recommended stock of spare parts and consumables.	Please clarify if contractual (GS 128.1) and recommended (GS 128.2) spare parts are the same. As per our understanding, "contractual" refers to items with indicated quantity of spare parts in MOM, while "recommended" has no spare parts requirement by the client but proposed by the supplier.	<p>1) GS 128.1, The Warranty Period for contractual spare parts, special tools and testing equipment... The spare parts refer to the items required and specified in the Technical Specification particularly for Mechanical and Electrical requirement for system and sub-system items.</p> <p>2) GS 128.2 Item c, Recommended stock of spare parts and consumables pertains to detection and repair of any defects and replacement of component parts where the system or subsystem does not conform to functional specification and performance requirement as specified in the work requirement.</p>
69	S-01	Volume 2 Part 2	Section IC, TS 700 Electrical 20200918	114	711 Lightning Protection System, 715.3.1 (b)	"The building frame shall be connected to the earth mat by 120mm ² stranded copper conductors"	Based on GBB 13, earthing mat shall be designed by NS-01, the material will be supplied by Civil works, and installed by CPS-01 (Civil work) & NS-01. Please provide BOQ and plans since not yet reflected on Addendum 2.	Confirmed, the building frame shall be connected to the earth mat by 120mm ² stranded copper conductors. Based on GBB 13, earthing mat shall be designed by NS-01, the material will be supplied by Civil works and installed by CPS-01 (Civil work) & NS-01. Contractor which is the E&M shall provide drawings and BOQ.
70	S-01	Responses to Clarification Requests in the General Bid Bulletins		n/a	n/a	n/a	Are responses to Clarification Requests for CPS-02 also valid for CPS-01, in the case where the clause being clarified is common to both contract packages? An example is Item 17 in GBB No. 16, among others.	The bidders assumption is correct

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71	S-02	GBB13 Responses to Queries Batch 6 and GBB 14 Addendum 2					<p>Please clarify the conflict between the responses to queries batch 6 (GBB13) and the Provisional Sum issued in Addendum 2 GBB14.</p> <p>In the responses to queries in GBB13 (Items 49 and 50), it indicates that the demolition of the existing PNR bridge at Pasig River shall be by others. However, the Bill of Provisional Sum in GBB14 still includes this item.</p> <p>Please confirm that responses to queries shall govern and that the demolition of the existing bridge shall be by others.</p>	<p>The Bidder is advised that Demolition of Existing PNR Bridge in Pasig River shall be covered by the Bill No. 8 provisional Sum, under Item No. PS-9.</p> <p>The Bidder is further advised that Addendum 4 shall supersede other previous bid document issuances.</p>
72	S-02	GBB 14 Addendum 2 2.2 SCRP General Specification S-01 S-02_20210311	Section 6- IB	Page 116-117	GS 128.2 Defect Liability	GS 128.2 Item c, Recommended stock of spare parts and consumables.	Please confirm if the warranty for "recommended spare parts" is the same with the 36 months for contractual spare parts .	Bidder is referred to revised GS128 in Addendum 4
73	ALL	Volume 2 Part 2	Section 6 IC-TS 500	247	523.2.1 Material under Tensile Membrane Roof Structure (TMRS)	The fabric material should be fiberglass fabric with PTFE coating and TiO2 coating. Material should satisfy equivalent figures below (AP450 or greater): Thickness is .8mm; Weight is 1,300kg/m2; Tensile Strength is 7,000N/5cm (WARP) and 6,000/5cm (WEFT); Tear strength is 294N (WARP) and 294N (WEFT); Light Transmittance is 10+/-3%	TMRS specifies PTFE canopy with TiO2 coating. Given that the TiO2 is efficient against organic pollution that does not assure the PTFE is "maintenance free" requiring regular rainwater or cleaning to wash away the oxidized organic substances. The TiO2 requirement would also limit the choice of the material supplier (only available in Japan and USA), and offers limited benefit to the end user. Is there a possibility that this requirement can be waived given the condition that warranty of 10 years be prolonged to until 15 years?	No. It will not be waived.
74	S-01	Volume 1	Section 3	EQC 23	Historical Financial Performance	Submission of audited financial statements 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 to demonstrate the current soundness of the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Given the recent approval of the Philippine CREATE Bill, submission of 2020 audited financial statement moved to 31 May 2021. Please confirm that the 2019 audited financial statement as the latest AFS available on the bid submission.	The Bidder shall submit the latest available audited financial statement prior to Bid Submission. Please note that the current Bid Submission Date has been extended to July 14, 2021 as published in GBB No. 22
75	ALL	Volume 1	Section 1 Instructions to Bidders	ITB 12	19. Bid Security/Bid-Securing Declaration	<p>19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:</p> <p>(a) an unconditional bank guarantee,</p> <p>(b) an irrevocable letter of credit,</p> <p>(c) a cashier's or certified check, or</p> <p>(d) SWIFT message in the form of MT760,</p> <p>all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer.</p>	The Bidder kindly requests from the Employer to share its bank details in order for the Bidder to issue the Bid Security from its bank outside Philippines in the form of a SWIFT message in the form of MT760 as per ITB 19.3.	<p>Bank: Land Bank of the Philippines - UN Branch</p> <p>Account Name: Procurement Service - DBM</p> <p>Account Number: 001442-1012-10</p> <p>Swift Code: TLBPMMXXX</p>
76	ALL	Volume 2 B 01_Specification 02_Book (civil)		TS 401.2.6 NSRP-DWG- VIA00-ST-0320	Test pile	<p>Test piles which are used to arrive at the load carrying capacity shall not be incorporated in the structures.</p> <p>Test pile selected by the engineer shall be tested to 1 x L2 pile earthquake load.</p>	<p>Regarding to pile load test, clarification is requested for the following questions.</p> <p>Question 1: Static load test (BOQ No.2, Item 204(A)) is conducted on permanent pile?</p> <p>Question 2: Tenderer understands that Static load test (BOQ No.2, Item 204(A)) utilizes "1xL2 pile earthquake load", which is defined in the drawing VIA00-ST-0320. Please confirm whether Tenderer's understanding is correct or not.</p> <p>Question 3: TS 401.2.6 states "test pile which are used to arrive at the load carrying capacity shall not be incorporated in the structure". Please clarify whether "1xL2 pile earthquake load" is considered as NOT reaching load carrying capacity for pile.</p> <p>Question 4: According to BOQ, Tenderer cannot find item for preliminary pile test, which is conduction on NOT permanent pile. Please clarify whether Tenderer shall consider preliminary pile test or not.</p> <p>Question 5: The working pile for all tests has significant confusion due to the contradiction between clarifications. As stated many times with the most emphasis, please confirm that all test piles shall be working pile and the construction cost of concrete and rebar shall be paid as per unit rate inside BOQ.</p>	<p>The Contractor shall allow for 11 number (sacrificial) test piles per contract package, the static load testing of working piles to the loads given in the pier schedule is not permitted. At least one test per pile size (diameters) per soil class shall be carried out in each package, the location of the remainder will be determined by the Engineer. The actual length will be determined by the Engineer and will depend on the soil conditions at the agreed location of the test piles. The sacrificial test piles will be subject to a static load test, the magnitude of the load test will be maximum of 1 x L2 Earthquake load, as given in the pier schedule. The acceptance criteria is given on drawing NSRP-DWG-VIA00-ST-0320. The object of the pile test is not only to verify the geotechnical parameters assumed in the design but also for the Contractor to demonstrate his working methods for constructing the piles. The static load test shall be "Maintained Load Test" and the loads shall be applied and maintained as per ATM D1143-81. Alternative test methods may be proposed by the Contractor but he must clearly indicate what the advantages and savings his method would bring to the Client and that the alternative method would still validate the assumed design parameters. The Contractor shall also note that working piles are not permitted to be used as "Reaction" piles during the static load test. The contractor shall allow for additional sacrificial piles if the reaction method is to be used. Bidder to refer to updated BOQ in Addendum 5.</p>

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77	ALL	1) Volume 2 & Section 6-1B General Specification, GS 118 ENVIRONMENTAL MANAGEMENT, 2) EISR, Chapter 8 Environmental Compliance Monitoring, Table 8.1.1 Environment Monitoring Plan for the Proposed SCRP			1) Clause 118.8.5.	<p>Effluent Water Quality Monitoring</p> <p>Section 118.8.5 of GS (Addendum) explains Effluent Water Quality Monitoring requirements for discharges. Monitoring is required for the below listed parameters in following way:</p> <ul style="list-style-type: none"> • Upon commission • Quarterly, March, June, September, December. • When instructed by Engineer based on complaints or pollution incidents. <ol style="list-style-type: none"> 1. pH 2. Temp, °C 3. DO, mg/L(min) 4. Color, TCU 5. BOD5, mg/L(max) 6. Fecal Coliform, MPN/100ml 7. O&G, mg/L <p>However, Environmental Monitoring Plan (EISR, Chapter 8, Table 8.1.1) requires effluent water monitoring parameters (both for baseline and construction monitoring) as follows:</p> <ul style="list-style-type: none"> • Quarterly 1. BOD 2. COD 3. Color 4. TSS 5. Oil and grease 6. Fecal/total Coliform 7. pH 8. DO 	Please clarify which procedure will be taken into consideration for the effluent water quality monitoring process during the construction.	Before the construction activity starts, the contractor should conduct the Baseline Water Quality monitoring of the listed parameters. During the construction, monitoring will be at fixed quarterly intervals thereafter in March, June, September and December. And when the construction activity is within 30m proximity from the bank of a river/watercourse, monitoring of the ambient water quality will be weekly.
78	ALL	Volume-1, 1.3 CP 5-01 Vol.1A	Section 4A BOQ 201001.xlsx	Bill No 6.xx			Although station MEP drawings are exist, Substation MEP drawings are not included in tender folders. Please give the same.	Substation (medium voltage design) is scope of CP NS 01(E&M) Contractor.Only building services such as lighting,outlet and PDAS system are part of scope of Bidder. Bidder is advised that there is no substation for CP 5-01 and also to refer to MEP set of Drawings for CP 5-02.
79	ALL	Volume 2 - SCRP_Vol.2 Part 2	Section IC TS 200 Bridges and Viaduct 20091B	246	216.2.5	<p>SAMPLING AND TESTING - Sampling, testing, and acceptance consideration shall be made on a lot basis. A lot shall be the smallest number of bearings as determined by the following criteria:</p> <ol style="list-style-type: none"> 1) Shall not exceed a single contract document or project quantity. 2) Shall not exceed 25 bearings. 3) Shall consist of those bearings of the same type regardless of load capacity. Bearing types may be fixed or expansion types. Guided and nonguided expansion bearings shall be considered to be a single type. 	Considering the technical specifications and since there is no quantity information about the tests for bearings, please could you inform the tenderers about the test quantity of pot bearings?	<p>Please refer to TS 216.3.4 Sampling and Testing:</p> <p>216.3.4.1 Sampling, testing, and acceptance consideration shall be made on a lot basis. A lot shall be the smallest number of bearings as determined by the following criteria:</p> <ol style="list-style-type: none"> 1) Shall not exceed a single contract document or project quantity. 2) Shall not exceed 25 bearings. 3) Shall consist of those bearings of the same type regardless of load capacity. Bearing types may be fixed or expansion types. Guided and nonguided expansion bearings shall be considered to be a single type. <p>206.3.4.2 Sampling and Acceptance</p> <p>The Manufacturer shall sample, at random, a minimum of two (2) bearings and, as permitted or required, a minimum of two (2) individual bearing components from each completed lot of bearings for material certification and performance testing by the Manufacturer. The Manufacturer shall complete the required testing and determine compliance with this specification before submitting the lot(s) for quality assurance inspection, testing, and acceptance consideration. The results of the Manufacturer's tests shall be furnished to the Engineer."</p>
80	ALL	Volume 3	Section 7 General Conditions of Contract	5/32 (GCC)	Sub-Clause 8.5	Delays Caused by Authorities	<p>As per the General Conditions of the Contract Sub-Clause 8.5, If the Contractor suffers delay caused by Authorities, then this delay will be considered under subparagraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].</p> <p>However, such delays will directly cause unavoidable additional costs to the contractor. In this respect, the Bidder kindly requests the Employer to consider/evaluate these additional costs under the Conditions of Contract Sub-Clause 20.1 [Contractor's Claims]?</p>	Delays caused by Authorities will be dealt with in accordance with applicable GCC clauses.
81	ALL	Volume 3	Section 7 General Conditions of Contract	5/32 (GCC)	Sub-Clause 15.2	Termination by Employer	<p>As per the PCC 15.2, "The Engineer gives two consecutive Notices to update the Program and accelerate the works to include mitigation measures required to ensure compliance with Clause 8.2 [Time for Completion] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Engineer."</p> <p>The contractor is willing to comply with the work schedule and complete all the works on time, the abovementioned "within a reasonable period of time determined by the Engineer" statement is an open ended expression without any binding meaning, is the reasonable period 1 week or 1 day or any shorter / longer period. Since Termination issues have a serious consequences on the contractor this statement is loading a reasonable risk to the contracts.</p> <p>Therefore, please delete PCC clause 15.2.(g) as the Contractor is already liable to pay delay damages in case of delays.</p>	The bidder's request is declined

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82	ALL	Volume 3	Section 8 Particular Conditions of Contract (CPS 01)	PCC 3	Sub-Clause 1.1.3.3	For the whole of the I, the I shall be one thousand four hundred and sixty (1,460) calendar days from the Commencement Date.	<p>The Employer is kindly requested to clarify the access dates to the Site and how such as;</p> <p>Will the Contractor be given full possession and an unhindered access?</p> <p>Will the Contractor be entitled to have any compensation under the Contract should any differences in the Site conditions before and after the Site visit occur?</p> <p>Can you please provide us the Site Access Delivery Schedule?</p>	Bidder is advised that further information regarding land access will be issued in Addendum 4.
83	ALL	Volume 3	Section 8 Particular Conditions of Contract	PCC 16	Sub-Clause 10.2 Taking Over of Parts of the Works	<p>At the end of Subclause 10.2, add the following:</p> <p>"For avoidance of doubt, the Contractor acknowledges and agrees that the provision of access to and the occupation of parts of the Works by parties other than the Employer, as required by Subclause 4.8, does not constitute "Taking Over" in accordance with the terms of this Clause."</p>	<p>The Bidder is of the opinion that the addition of this new condition as to "using but not taking over" is not truly applicable and likely to cause contractual / commercial disputes throughout the course of the Works.</p> <p>Given the fair prescription of the FIDIC Pink Book (MDB Harmonised Edition June 2010) as to the Sub-Clause 10.2, the Bidder kindly requests the Employer to drop this exemption and reinstate the terms in the first place as stated in the original format, i.e., FIDIC Pink Book (MDB Harmonised Edition June 2010).</p>	Bidders request is declined
84	ALL	Volume 3	Section 8 Particular Conditions of Contract	PCC 17	Sub-Clause 14.1 The Contract Price	<p>Add new sub-clause (e) "The reimbursement of the Contractor's share of the Dispute Board Members invoice is deemed to be included in the rates and prices quoted in the Bill of Quantities. The reimbursement of the Employer's share of the Dispute Board Members invoice will be paid from Provisional Sums".</p>	<p>The Bidder refers to the appointment of the Dispute Board ("DB") pursuant to the Sub-Clause 20.2 of Conditions of Contract.</p> <p>The Employer has not amended the provisions of this Sub-Clause; as such, the remuneration pertaining to the DB Members ("Members") shall be mutually agreed between the Contractor and the Employer (and the Members as well) prior to the execution of the Contract and the same shall be reflected in the Contract Data.</p> <p>That said, the Bidder reasonably conceives that the DB will be a standing DB. The Employer is kindly requested to confirm the Bidder's understanding.</p>	The bidder is advised that the provisions of Sub-Clause 14.1 (e) shall apply. The Dispute Board will be appointed in accordance with GCC Clause 20.2
85	ALL	Volume 1	Section 3 Evaluation and Qualification Criteria & Section 4 Bidding Forms	EQC 14 & BF 34	1.2.3.3 / 3.1 Programming & Mobilisation & 4. Design Submittal and Design Review Program	(5) Provides a Design Submittal and Review Program (if required).	<p>It is stated that the Design Submittal is required to be submitted. However it is not clear that which design item is to be included, such as Permanent work design or Temporary work design or both.</p> <p>If we need to include permanent works design, please let us know whether or not it is correct understanding that there are "Noise Barrier", "Pot & Elastomeric Bearings" and "Seismic Restrainer" which the Contractor is required to do design as the Permanent work.</p> <p>Please clarify that exactly which kind of items to be submitted in bidding stage and clarify that the meaning of "if required". Is it compulsory to submit this item at the Tender stage?</p>	<p>Yes, the Bidder's design responsibility includes temporary works and some permanent works as stated in relevant Technical Specifications such as the items that the Bidder mentioned in their clarification and also some other major equipment such as escalator, elevator, etc.</p> <p>Please refer to the Technical Specifications and Drawings for further detail.</p> <p>The Bidders are expected to include the major design element in this Design Submittal and Review Program.</p>
86	ALL	Volume 3	Section 8 Particular Conditions of Contract (CPS 02)	PCC 3	Sub-Clause 1.1.3.3	For the whole of the I, the I shall be one thousand six hundred and twelve (1,612) calendar days from the Commencement Date.	<p>The Employer is kindly requested to clarify the access dates to the Site and how such as;</p> <p>Will the Contractor be given full possession and an unhindered access?</p> <p>Will the Contractor be entitled to have any compensation under the Contract should any differences in the Site conditions before and after the Site visit occur?</p> <p>Can you please provide us the Site Access Delivery Schedule?</p>	Bidder is advised that further information regarding land access will be issued in Addendum 4.
87	ALL					Request for Extension of Time for Tender submission	<p>Due to the travel restrictions to the Philippines since the beginning of the new year we, as a foreign competitor did not be able to travel to the Phil. and the respective work sites to make a detailed site visit. We require additional time to make our detailed market research, meet with the local advisors, meet the local vendors and subcontractors, land owners and also meet the local authorities to collect necessary information in order to prepare a best offer for these tenders. Considering the magnitude and the gravity of the tenders/projects we kindly would like to request 10 weeks extension from the due date of the final submission for these related tenders to September 22 2021.</p>	Please refer to GBB 22

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88	S-02	Volume 3	Section 8 The Particular Conditions PCC Part A - Contract Data	PCC 6	Part A - Contract Data (18.2 (d))	<p>Maximum amount of deductibles for insurance of the Employer's risks:</p> <p>GCC 17.3(c) - commotion and riots - 150,000 USD per occurrence</p> <p>GCC 17.3(g) - Employer's Design risks - 350,000 USD per occurrence</p> <p>GCC 17.3(h) - Natural Catastrophes - 250,000 USD per occurrence</p>	<p>As per local research in the insurance market of Philippines, it was advised that the C.A.R insurance, which the Deductible amount is less than US\$ 350,000 with the condition that Employer's Risk to be included, is not able to be effective and maintainable. Therefore, please consider as to whether the condition for the deductible amount is able to be increased or not.</p>	<p>Bidder is referred to revised insurance requirements issues in Addendum 3</p>
89	S-02	Volume 2 Part II	Section 6 General Specifications	GS 109	GS 130.2.1 & 130.2.2	<p>GS 130.2.1 The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.</p> <p>GS 130.2.2 Insurance against the risks identified within sub-clauses (g) and (h) of Clause 17.3 [Employer's Risks].</p>	<p>The clause GS 130.2.1 is interpreted as that the clause is only applicable for the events which the Contractor causes and results the insurance to be effective. Therefore, in any events arised which are identified within (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risk], please confirm that the deductibles and amounts in excess of the coverage actually realised shall be the Employer's responsibility.</p>	<p>Bidder is referred to revised insurance requirements issues in Addendum 3</p>
90	S-02					<p>Bid Opening</p>	<p>We are very much interested to participate in the bid of the above-mentioned project, however our team will require more time to come up with a complete and competitive proposal.</p> <p>To prepare an exact estimation as per your requirement and to make our best competitive offer, we would like to request for an extension on the bid submission date from 14th of June to 14th of July 2021.</p>	<p>Please refer to GBB 22</p>
91	S-02	Various Concerns					<p>We write relative to the forthcoming bidding on the above-mentioned project particularly with regard to the relocation of utilities and other Right of Way (ROW) obstructions. We would like to request confirmation that in the event that Employer is not able to relocate all utilities or ROW obstructions by Commencement Date and Contractor is required to undertake the relocation beyond the Provisional Sum amount specified by the Employer in the Contract or the associated time allowance by the Bidder in its programme, Clause 13 of the Contract (Variation and Adjustments) and Sub-clause 8.4 (extension of Time for Completion), subject to Sub-clause 20.1 (Contractor's Claims) shall be applicable. We are requesting confirmation on the above in view of the nearing bid date on June 14, 2021 and the conflicting provisions in the ITB and responses to queries on the matter, which have not been addressed clearly and categorically.</p> <p>In the bids and awards committee's latest response to queries dated March 29, 2021 (Addendum 2, GBB 14), bidders were advised that further information on land access, Site access Delivery Schedule (SDAS) and the Resettlement Action Plan (RAP) will be provided in Addendum 3. However, Addendum 3 had not been issued to date. We are concerned that if Addendum 3 is issued too close to bid date, we would not have adequate time to evaluate the sufficiency of the Provisional Sum allotted vis-a-vis the nature and amount of the unexpected utility relocations and other ROW obstructions not removed by the Employer by Commencement Date more so provided for the same in the Programme. In line with this, may we request that the bid submission be moved 30 days from issuance of Addendum 3 and 4.</p>	<p>Please refer to GBB 22</p>