

LIST OF ISSUES & CONCERNS

Appendix "A"

	<i>Prospective Bidder</i>		<i>Provision</i>	<i>Description</i>	<i>Specification</i>	<i>Appeals/Requests</i>	<i>BAC's Decision</i>
1	A.G. Datacom Phils., Inc.	1	Section III. Bid Data Sheet	ITB Clause 19.5		The local company doesn't have the NFCC nor CLC to comply with all lots bid for, and as such, decides to joint venture with a foreign company that has the CLC. Question: Does the foreign partner need to assign the CLC to the joint venture for the exclusive use of all lots bid for? By virtue of a deed of assignment. Or is the foreign partner's CLC sufficient to comply	No need to assign
2		Section III. Bid Data Sheet	ITB Clause 19.5		Is one CLC sufficient as long as the CLC supports all the lots bid for? (just like the NFCC) Or is it necessary to have individual CLCs per lot?	Please see BDS Clause 19.5 which reads, "xxx the NFCC computation or committed line of credit must be sufficient for ALL the lots or contracts bid."	
3		Section III. Bid Data Sheet	ITB Clause 19.5		Does the local partner still need to submit the statement of all on going project and NFCC if we're going to submit a CLC?	Please see PBD Checklist of Technical and Financial Documents, page 51, I (b) and (h).	
4			Technical Documents		For foreign companies, will the apostille be required if the secretary's certificate and SPA has already been signed by the company owner/CEO and also stamped with company logo?	Please refer to Section 8.5.2 of the Revised IRR	
5			Technical Documents		Is it necessary to indicate in SPA the project name and number, or is it possible to have one standard SPA which can be used for the whole year of bidding activities?	Yes. It is necessary to indicated in the SPA (Secretary's Certificate, as applicable) the project name and number	
6		Section V. Special Conditions of Contract	Schedule of Payment		In the previous biddings, there was a mobilization payment of up to 15% , but the recent biddings changed payment terms to 25% upon delivery, may we ask the reason for the big change in payment terms? this would limit bidders to those who are willing to take a capital risk and make it more difficult to allow other bidders to participate.	Please see SCC Clause 2.2 PBD. This is to ensure the Agency that the prospective supplier/s is/are capable of implementing the project without relying on the anticipated advance payment	