

Public Bidding No. 19-156-2
Malolos-Clark Railway Project (Blumentritt Extension) CP S-01
Building and Civil Engineering Works for Apx. 1 Km of Viaduct Structure Including Station Building at Blumentritt

BID CLARIFICATION REQUESTS (BATCH NO. 03)
GENERAL BID BULLETIN NO. 13

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
1	Vol 1A Sec 4A Vol. 2 Sec. 6 Vol.2 Sec. 6	BOQ-58 NSRP-DWG-VIA01-DR_0015~0018 NSRP-DWG-VIA00-DR-0502	DRAINAGE SYSTEM AT GRADE MAINLINE DRAINAGE PLAN AND SCHEDULE AT-GRADE MAINLINE DRAINAGE SOUTH ANTIPOLO CANAL REALIGNMENT DETAILS		Please confirm if the quantity of Item Part A Earthworks in the BOQ No. 5 (Drainage System) considers the following scope: 1. At Grade Mainline Drainage, as details indicated in the table in the drawing (Dwg Ref. No. NSRP-DWG-VIA01-DR-0015 ~ 0018); 2. At Grade Mainline Drainage with 650m in length as details indicated in the drawing (Dwg Ref. No. NSRP-DWG-VIA00-DR-0502); 3. At -grade mainline permanent drainage (Box culvert)	1. The Quantity of PIN 201(4)a is estimated based on the Drawings (NSRP-DWG-VIA00-DR-0015 to NSRP-DWG-VIA00-DR-0018) . 2. Refer Bill No. 5; Pin No. 201(4)a in Addendum-4 GBB-11. 3. Yes, the Mainline Drainage is RCBC (Reinforced Concrete Box Culvert).

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
2	Vol. 1A Sec. 4A	BOQ-12	BOQ No.2 EARTHWORKS		For verification of BOQ quantities of Item 202(2) Removal of Existing Lined Canal and Item 202(4) Existing Lined Drain, we request provision of drawings showing locations of these structures.	The drawings for "202(2) Removal of Existing Lined Canal Item" is revised and issued in Addendum-3 GBB-10. For BOQ, refer to Bill No. 2 Pin No. 2020(2) Addendum-4; GBB-11. "Item 202(4) Existing Lined Drain" is deleted. Refer to Addendum-4 GBB-11.
3	Vol 1A Sec 4A V	BOQ-14 BOQ-21 BOQ-58	BOQ NO.3 VIADUCT & BRIDGES, ITEM NO. 206(10)a BOQ NO. 4-1 BLUMENTR IT STATION, ITEM NO. 405(16) BOQ NO. 5 DRAINAGE, ITEM NO. 206 (10)d		Does BOQ quantity of blinding concrete in cubic meter show the volume of concrete only, or does it include volume of compacted crushed stone or sand layer? Please clarify.	YES, the volume of compacted crushed stone is included in blinding concrete Quantity. Refer Updated BOQ PINs 206(10)a; 405(16) and 206(10)d in Addendum-4 GBB-11.

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
4	Volume 1A, Section 4A-Bidding Forms-Bill of Quantities (BOQ)	BOQ	Part B.4 Superstructural Work (Segmental Box Girder-Pre-Cast Segment Method) Item Nos. 206(3)b and 206(3)c		Is our understanding correct that Precast Segmental Box Girder will only be paid until erection is done? We would like to request you to reconsider by approving a separate percentage payment for "fabrication and erection" and not to wait for erection to be completed before this particular work is paid 100%.	Refer to T.S. 206.19.2.4.4 Partial Payment; "Partial payment for precast segments shall be made at 65% of the unit price per cubic meter of concrete and per kilogram of reinforcement when the segment has been cast and accepted by the Engineer. Remaining payment shall be made when the segment has been erected and incorporated into the structure and accepted by the Engineer. "
5	Volume 1A, Section 4A-Bidding Forms-Bill of Quantities (BOQ)	BOQ	Part B.8 Steel Box Girder Item No. 209(3)		Is our understanding correct that structural steel for Steel Box Girder Bridge Erected by Incremental Launching (Blumentritt LRT 1) will only be paid upon 100% completion of the bridge? We would like to request you to reconsider by approving a separate BOQ for "Fabrication and Erection" , and quantity = 5 Nos.	The quantity has been changed, and will be measured based on steel weight instead of the number of girders. Partial payment for Steel Bridges shall be made at 55% of the unit price per kilogram of the steel weight when the segments have been delivered on site and accepted by the Engineer. This change in the TS200 is reflected in Addendum-3 GBB-10.

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
6	Volume 1A, Section 4A-Bidding Forms-Bill of Quantities (BOQ)	BOQ	Part B.8 Steel Box Girder Item No. 209(8)		<p>Is our understanding correct that structural steel for Steel Box Girder Bridge Erected on Jose Abad Santos Ave. will only be paid upon 100% completion of the bridge?</p> <p>We would like to request you to reconsider by approving a separate percentage payment for "fabrication and erection", and not to wait for the bridge to be completed before this particular work is paid 100%.</p>	<p>The quantity has been changed, and will be measured based on steel weight instead of the number of girders.</p> <p>Partial payment for Steel Bridges shall be made at 55% of the unit price per kilogram of the steel weight when the segments have been delivered on site and accepted by the Engineer.</p> <p>This change in the TS200 is reflected in Addendum-3 GBB-10.</p>
7	Vol.2 Sec.6 Employer's Requirement	ER 45	Appendix 1 Checklist of Submittals to Accompany the Bid	<p>(f) Section 6 Part III C Method Statements</p> <p>(i) Overall Proposals</p> <p>(ii) Bored Piling</p> <p>(iii) Box Girder Fabrication</p> <p>(iv) Viaduct Substructures</p> <p>(v) In-Situ Bridges</p> <p>(vi) Stations</p> <p>(vii) Station Frame</p> <p>(viii) Roof Structure</p> <p>(ix) Mechanical & Electrical</p> <p>(x) Maintenance Requirements</p>	In comparison with the instructions of "Part III C - Method Statements" on page ER 29 to 33, it seems the items described there (from C1.1 to C1.12) doesn't correspond with the items described in the checklist. Please clarify.	Refer to the revised Volume 2 Section 6 Employer's Requirements issued under Addendum-2 GBB-9..
8	Vol.2 Sec.6 Employer's Requirement	ER 45	Appendix 1 Checklist of Submittals to Accompany the Bid	<p>(h) Section 6 Part III B Programming</p> <p>(ii) Sub-programmes</p> <p>(a) Bored Piling</p> <p>(b) Segment Production</p> <p>(c) Segment Erection</p> <p>(d) Bridge Construction</p> <p>(e) Station Construction</p> <p>(f) E&M Installations</p>	In comparison with the instructions of "Part III B - Particular Specification - Project Programming (1 of 4)" on page ER 22, it seems the items described there (B1.1 from (a) to (h)) doesn't correspond with the items described in the checklist. Please clarify.	Refer to the revised Volume 2 Section 6 Employer's Requirements issued under Addendum-2; GBB -9.

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
9	Vol.2 Sec.6 Employer's Requirement	ER 45	Appendix 1 Checklist of Submittals to Accompany the Bid	(m) Section 6 Part III A Sub-Clause 2.2.3.4 Details of Proposed Materials	We could not find "Sub-Clause 2.2.3.4" in the Section 6 Part III A. What kind of document is required here? Please clarify.	Refer to the revised Volume 2 Section 6 Employer's Requirements issued under Addendum-2; GBB-9.
10	Part III- Conditions of Contract and Contract Forms - Section 8 - 14.1 and 14.2	PCC 3			Under Section 22 of BIR Revenue Regulation (RR) No. 16-2005 and as amended by RR No. 0-2007 - Withholding of 5.0% Value Added Tax on Government Money Payment, is this BIR Ruling applicable to this project? Or, will the payments for the Contract Price progress billings and the 10.0% advance payment, either directly by the Employer or via Direct Payment procedure through ADB, subject to the 5.0% withholding of Value Added Tax?	This project is ODA Project which means it is not subject to withholding of value added tax.
11	Vol. 2, Part II, Section 6, Part 1	TS 600-30	Book 6, TS600 TS601.1.19 - Excavation and Backfill	Earthworks	Please clarify and confirm that the excavated soil can be utilize as backfilling materials. Yes or NO.	Yes, the backfilling material shall conform relevant technical specifications and subject to Engineer's approval.

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
12	Part I - Bidding Procedures Section 2 - Bid Data Sheet	BDS - 3	ITB 15.1 7 15.4		<p>Under ITB 15.1 <i>"The unit rates and the prices shall be quoted by the Bidder in the Price Schedule separately in the following currencies...."</i></p> <p>(i)....</p> <p>(ii) <i>For those inputs to the Works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency requirements")related to ITB 15.4 "The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by Bangko Sentral ng Pilipinas (BSP).. .."</i></p> <p>Is this rate already fixed even during actual submission of progress billing or just for bid preparation and tender submission?</p>	<p>The same Exchange rate shall apply for the duration of the Contract as specified in ITB 15.4.</p>
13	Part I - Bidding Procedures Vol. IA - Section 4A Bidding Forms-Bill of Quantities	BOQ - 5	Summary of Total Bid Price		<p>Also related to the foreign currency rates of exchange, during the monthly progress billing or statement of monthly claims, in the computation of the 12% VAT, "L02= ((L01+F01*Exchange Rate) x 12%)", It is our understanding that the "Exchange Rate" here is the rate of exchange issued by BSP at the time of the progress billing date in the computation of the Value added tax and the conversion of the local currency to foreign currency claims. Is our understanding correct?</p>	<p>The same Exchange rate shall apply for the duration of the Contract as specified in ITB 15.4.</p>

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response				
14	Vol. 2, Part II Section 6, Part II	NSRP-DWG-BLU-EL-5801, REV9 NSRP-DWG-BLU-EL-5802, REV9	Blumentritt Station - Electrical BMS System Diagram Blumentritt Station - Electrical BMS Input/Output Lists	Lay-out for conduit pipes and sizes and BOQ for DDC panel and locations.	1.) Please provide the design plan lay-out and sizes for all BMS conduit piping works for our reference. 2.) Please provide the design lay-out, locations and BOQ for all DDC design requirements for our pricing reference.	1) BMS is a design, supply, and install scope of work. Input/out list are provided for reference only.				
15	Vol. 2, Part II Section 6 - Part III	ER 27	B 3 Critical Programme Requirements	<p><i>Note 1</i> "NTP" means the Notice to Proceed issued by the Engineer under Clause 8.1 of the GCC.</p>	<p>Clause 8.1 of the GCC states "the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor".</p> <p>As per the above, shouldn't it say "Days after Commencement Date" instead of "Days after NTP" in the table "Schedule of Critical Dates"?</p> <p>Also, shouldn't "NTP" be "Commencement Date" in any other parts of the Bidding Documents (e.g. in B 1.2.1 Possession of Site on page ER 23)?</p> <p>Please confirm.</p> <table border="1" data-bbox="1150 1162 1335 1263"> <thead> <tr> <th>Days after NTP^{Note 1}</th> <th>DD's Apply</th> </tr> </thead> <tbody> <tr> <td>300 days</td> <td>Yes</td> </tr> </tbody> </table>	Days after NTP ^{Note 1}	DD's Apply	300 days	Yes	Revised for Addendum 3 under GBB No. 10.
Days after NTP ^{Note 1}	DD's Apply									
300 days	Yes									

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
16	Volume 1 Section 1	Instruction to Bidders Page 3	A General 2. Source of Funds	2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financial Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.	It is our understanding that type of payments by the ADB (disbursements by ADB) will be "direct payment" described in ADB Loan Disbursement Handbook 2017. Is this understanding correct?	The project will use the reimbursement procedure and direct payment procedure as applicable. The direct payment procedure will be the preferred disbursement procedure after effectiveness of the individual tranches of ADB financing.

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
17	Volume 1 Section 1	Instruction to Bidders Page 11	A General 15. Currencies of Bid and Payment	<p>15.3 Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside</p> <p>15.4 The rate of exchange to be used by the Bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. If exchange rates are not so published for certain currencies, the Bidder shall state the rates used and the source. Bidders should note that for the purpose of payment, the exchange rates confirmed by the source specified in the BDS as the selling rates prevailing 28 days prior to the deadline for submission of Bids shall apply for the duration of the Contract so than no currency exchange risk is borne by the Bidder.</p>	<p>It is our understanding that payment currencies are identical to the currencies quoted and payments for foreign currency portion of the Works are made in such currencies without any calculation of currency conversion for payment.</p> <p>Is this understanding correct?</p>	<p>Confirmed. The Contractor will be paid Foreign Currencies in which Bid Price is quoted without any calculation of currency conversion for the payment.</p>

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
18	Volume 2 Part II Section 6 Part I Book 1	GS87	GS126 INTERFACE MANAGEMENT, COORDINATION AND COMMUNICATION 126.7 Responsibility for Failed Interfaces	Quite apart from those delay damages however, where one Interfacing Contractors work is delayed due to a failure on the part of another, increased or additional costs are likely to be claimed against the Employer under the terms of the third party contract. In the event the Employer should be obliged to compensate any such third party claims, the amount paid shall, subject to Clause 2.5 of the GCC, be counter-charged against the defaulting Contractor. Such charges would constitute general damages, and would not be included within any calculation of delay damages limits under GCC Clause 8.7.	Please confirm that the counter-charged amount under GS126.7 is the amount of the compensation of third party claims due to the Contractor's failure to achieve Key Dates, less the amount of the Delay Damages paid by the Contractor for such failure. Please also confirm that the Employer shall not pay such compensation to to the third party without prior consultation with the Contractor.	Please refer to FIDIC Clause 17.6 which takes precedence over the GS 126.7. GS will be amended to tie in with FIDIC
19	Volume 3 Part III Section 8 Part A	PCC3	15.2 Termination by Employer	Add new Subclause 15.2(g) as follows: "the Engineer gives two consecutive Notices to update the Program and accelerate the Works to ensure compliance with Sub-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"	It is our understanding that new sub-clause 15.2(g) is the case that the Contractor failed to comply with GCC Clause 8.6, then the Contractor failed to comply with a notice to correct such failure by the Engineer under GCC Clause 15.1. Is this understanding correct?	The bidder's understanding is not entirely accurate. GCC clause 15.2(g) is an additional ground for employer to terminate the contract when the circumstance described therein occurs. This clause already has a clear explanation of when it is triggered, and should be read together with related conditions in the GCC and PCC. The bidder may be concerned with the failure to comply with notices under clause 15.1—such failure is already covered under GCC clause 15.2(a) and is not restricted only to GCC clause 8.6.

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
20	Volume 3 Part III Section 8 Part B	PCC9	4.4 Subcontractors	At the end of Sub-Clause 4.4, add the following: "Notwithstanding any consent to sub-contract given by the Engineer, if in his opinion he considers it is necessary, he may revoke such consent and may instruct, with the prior approval of the Employer, the Contractor to remove such Subcontractor from the Site or off-Site place of manufacture or storage."	Please confirm that if the Engineer intends to instruct the Contractor to remove the Subcontractor, the Engineer shall give prior notice to the Contractor of the reason why such removal is necessary, and such instruction shall not be issued if the Contractor raises reasonable objection by notice to the Employer with supporting particulars.	The Bidder's understanding is not correct. The Engineer, upon prior approval of the Employer, may instruct the Contractor to remove the Subcontractor.
21	Volume 3 Part III Section 8 Part B	PCC9	4.7 Setting Out	At the end of Sub-Clause 4.7, add the following: "The Contractor shall comply with (i) the measures relevant to the Contractor which are set forth in the Resettlement Action Plan attached hereto as Annex E, 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. The Contractor shall allocate a budget for compliance with these measures, requirements and actions. Annex-E is in Appendix 7 Environmental Management of General Specification."	It is our understanding that the Contractor's activities relating to the Resettlement Action Plan ("RAP") during construction is to "raze, remove and dispose houses along the the project railway alignment in coordination with the local authorities to accommodate the project construction" only. Please confirm that our understanding is correct, otherwise please specify measures, requirements and actions required by the Contractor under RAP.	Please review PCC 4.7 and the RAP thoroughly for the full details of the requirements.

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
22	Volume 1 Section 1	Instructions to Bidders Page 13	19.8 Bid Security/ Bid Securing Declaration		<p>1. Please confirm that each JV member can arrange its bid security with respective banks in an amount equivalent to its JV share under the name of the JV if the combined amount will meet the requirement.</p> <p>2. If “yes”, can each JV member provide Performance Security and Advance Payment Security in the same manner?</p> <p>As we need time to arrange the bid security, please give your reply as soon as possible.</p>	No. There should only be one Performance Security.
23	Vol.2 Part2 Sec.6 II	DWG No. NSRP-DWG-BLU-AR-3431	Book 2 Arch		<p>In drawing NSRP-DWG-BLU-AR-3431 there is an Item for "H=600mm Fire Rated Glass Smoke Separation Down-Stand Wall" but there is no detail associates for this.</p> <p>Please provide the Bidder the section detail for this item for reference.</p> <p>[Please refer to Attachment 1, 1.1 & 1.2]</p>	Please refer to latest issued Drawings under GBB No. 10
24	Vol.2 Part2 Sec.6 II	DWG No. NSRP-DWG-STA-AR-3581	Book 2 Arch	480mm x 720mm, H=130mmm, Center Table	<p>Please confirm if the height really is 130 mm. This is so low for a center table.</p> <p>[Please refer to Attachment 2]</p>	Correct Table Dimensions should be W=720mm, L=1300mm, & H=480mm. Drawings will be updated and issued in the next addendum or in the IFC

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
25	Vol.2 Part2 Sec.6 II	DWG No. NSRP-DWG-BLU- AR-3581	Book 2 Arch		<p>Below items are shown in the NSRP-DWG-STA-AR-3581 Furniture Schedule but not in the BOQ. The Bidder would like to know if below items are included in the scope for CP S-01:</p> <ol style="list-style-type: none"> 1. 850mm x 850mm Automatic Ticket Vending Machine Self-Service Touch Screen PC-Based Kiosk Configured with Electronic Payment Systems of Bank Note Validator, Bank Note Dispenser and Printer, MS-Powder Coated/Stainless Steel Metal Enclosure, Touch Screen Monitor, with Back-up UPS. 2. 1200mm x 700mm Point Of Sale, Water & Dust Proof Fanless POS Terminal Compact Design Aluminum Alloy Chassis, 15" Touch Screen with Water Spill Proof, Easy Access HDD and RAM Expansion and Maintenance, Optional MSR (Magnetic Swipe (Stripe) Car Reader) / Customer Display / 2nd VGA Display, I/O Ports. 3. 300mm x 2000mm Concourse Gate, Automatic Fare Collection Gates (Retractable Flap Gates with Wide Retractable Flap Gates) Smart Card Readers, Two Central/Double (Wide Gates) Retractable Flaps, LCD/TFT Fare Information Display, LED Directional Sign Display LED Gate Status Indicators, Stainless Steel with A Brushed Finished. 4. 300mm x 2000mm Wide Gate, Automatic Fare Collection Gates (Retractable Flap Gates with Wide Retractable Flap Gates) Smart Card Readers, Two Central/Double (Wide Gates) 	<p>These Items are NOT in CP S-01 (Civil) Scope of Work.</p> <p>These Items will be Deleted from Drawing: NSRP-DWG-STA-AR-3581 and will be issued in the next addendum or in IFC</p>
26	Vol.2 Part2 Sec.6 II		Book 2 Arch		<p>We would like to request the reinforcement details used in Item 564(1)a, Driveway Paving.</p>	<p>All pavement details of roads/driveways can be found in drawing no. NSRP-DWG-BLU-CW-1061 & 1062. For pavement joint details, refer drawing no NSRP-DWG-BLU-CW-1801 in Addendum-3 GBB-10.</p>

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
27	Vol.2 Part2 Sec.6 II		Book 2 Arch		May we request for drawings or details for Item 554(19) Sidetable.	Refer to NSRP-DWG-BLU-DWG-AR-3623 and 3624. In BOQ, pay item 514(9) Sidetable was revised to 514(19) 600mm x 600mm, H=750mm, Metal Side Table with Drawer as per ref drawing No. NSRP-DWG-BLU-AR-3622 Rev.11. Addendum-3 GBB-10.
28	Vol.2 Part2 Sec.6 II		Book 2 Arch		May we request for drawings or details for Item 564(1)j Bench with Green (Albizia Julibrissin)	Refer to NSRP-DWG-STA-AR-3570. In BOQ pay item 564(1)j Drawing References NSRP-DWG-BLU-AR-3022 Rev.12. Addendum-3; GBB-10
29	Vol.2 Part2 Sec.6 II		Book 2 Arch		May we request for drawings or details for Item 564(1)b Median Barrier.	Item 564(1)b Not Applicable and Deleted, Addendum-4, GBB-11.
30	Vol.2 Part2 Sec.6 II		Book 2 Arch		May we request for drawings or details for Item 564(1)e Exterior Furniture.	Item 564(1)e Not Applicable or Deleted in BOQ, as per drawing ref NSRP-DWG-BLU-AR-3022. In Addendum-4 GBB-11.

No.	Volume & Section No.	Page No.	Clause No./Title	Reference Text	Clarification Request	Final Response
31	Volume 3 Part III Section 7 & 8	GCC1 PCC7	FIDIC MDB Sub-Clause 20.6 Arbitration	<p>(a) if the Contract is with foreign contractors, (i) ...</p> <p>(ii) for contracts financed by the Asian Development Bank: international arbitration (1) with proceedings administered by the arbitration institution specified in the Contract Data and conducted under the rules of arbitration of such institution unless it is specified in the Contract Data that the arbitration shall be conducted under the rules of the United Nations Commission on International Trade Law (UNCITRAL) and if UNCITRAL Rules are so specified then the named arbitration institution shall be the appointing authority and shall administer the arbitration; or (2) if an arbitration institution is not specified in the Contract Data, with proceedings administered by the Singapore International Arbitration Centre (SIAC) and conducted under the SIAC Rules, by one or more arbitrators appointed in accordance with the said arbitration rules.</p>	<p>It is our understanding that in case of (a), notwithstanding any laws of the Philippines to the contrary, the arbitration administered by SIAC conducted in accordance with the rules of SIAC as specified in the Contract Data shall have original and exclusive jurisdiction and arbitral award by such arbitration shall be final and binding upon the Parties.</p> <p>Please clarify that our understanding is correct.</p>	Bidder's understanding is correct