

Technical Bid: Contents No. 9

LIST OF RECOMMENDED SPARE PARTS AND SPECIAL TOOLS TO BE PROVIDED UPON RECEIPT OF EMPLOYER’S INSTRUCTION

The Bidder shall provide particulars for spare parts and special tools to be provided upon receipt instruction from the Employer.

The Bidder shall also propose the rates and prices for these spare parts and special tools for review by the Engineer and the Employer together with price adjustment data, if necessary, **in the Price Bid.**

Recommended Spare Parts and special tools to be provided upon receipt instruction from the Employer

No.	Description	Part No.	Unit	Qty	Supplier/Country

Technical Bid: Contents No. 13

BID INDEX (FORM)

The Bidder shall include with his Bid an index which serves as a checklist of the contents of the Bidder's Technical Bid and Price Bid.

Items	Document to be provided	Bidder Check		Bid Submission		
		Technical Bid	Price Bid	File No.	Section	
Technical Bid						
1	Letter of Technical Bid		N/A			
2	Form of Bid Security - (Bank Guarantee) or - (Bid Bond)		N/A			
3	Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans		N/A			
4	Written confirmation authorizing the signatory of the Bid to commit the Bidder in accordance with ITB 20.2 To be prepared by Bidder		N/A			
5	A copy of the JV agreement or letter of intent, in the case of a Bid submitted by a JV To be prepared by Bidder		N/A			
6	Evidentiary documents to establish the Bidder's eligibility and qualifications to perform the contract (Forms ELI-1, ELI-2, CON, FIN-1, FIN-2, FIR-1, FIR-2, EXP-1, EXP-2(a), EXP-2(b))		N/A			
7	Technical Proposal (i) Bid Programme (ii) Project Management Plan (Organization etc.) (Forms PER-1, PER-2) (iii) Method of Implementation of the Works (iv) Major Plant and Equipment Intended to be Mobilized at Site (Form : EQU) (v) Proposed Use and Reinstatement of Works Area (vi) Work Management Plan - Outline Quality Management Plan - Outline Safety Management Plan - Outline Environmental Management Plan - Outline System Safety Management Plan		N/A			

General Bid Bulletin No. 6
Annex C

METRO MANILA SUBWAY PROJECT PHASE 1
 PACKAGE CP104 (Ortigas North and Ortigas South)
 Section IV Bidding Form BF-54

Items	Document to be provided	Bidder Check		Bid Submission		
		Technical Bid	Price Bid	File No.	Section	
8	List of Contractual Spare Parts, Consumables and Special Tools, Jigs and Test Equipment <u>in accordance with General Specification and Technical Specification</u>		N/A			
9	List of Recommended Spare Parts and special tools <u>other than Contractual Spare Parts etc. to be provided</u> upon receipt instruction from the Employer		N/A			
10	Japanese Origin of Plant, Materials and Services Form : ELG		N/A			
11	Declaration as to the origin of goods and services and eligibility of subcontractors/suppliers Form : DECLARATION		N/A			
12	Undertaking on Copyright		N/A			
13	Bid Index		N/A			

General Bid Bulletin No.6
Annex C

METRO MANILA SUBWAY PROJECT PHASE 1
 PACKAGE CP104 (Ortigas North and Ortigas South)
 Section IV Bidding Form BF-55

Items	Document to be provided	Bidder Check		Bid Submission		
		Technical Bid	Price Bid	File No.	Section	
Price Bid						
1	Letter of Price Bid	N/A				
2	Price List of Contractual Spare Parts, Consumables and Special Tools, Jigs and Test Equipment <u>in accordance with General Specification and Technical Specification</u>	N/A				
3	Price List of Recommended Spare Parts and special tools <u>other than Contractual Spare Parts etc. to be provided</u> upon receipt instruction from the Employer	N/A				
4.	Bill of Quantities	N/A				

Note: The Bill of Quantities together with the Preamble and Schedules is bounded separately as Volume IA of V. The completed Bill of Quantities shall be submitted by the Bidder as a part of the Price Bid.

Price Bid: Contents No. 3

PRICE LIST OF RECOMMENDED SPARE PART AND SPECIAL TOOLS TO BE PROVIDED UPON RECEIPT OF EMPLOYER'S INSTRUCTION

1. The Bidder shall propose prices for the spare parts and special tools other than Contractual Spare Parts etc. to be provided upon receipt instruction from the Employer.
2. The Bidder shall quote ex-works prices for the spare parts and special tools. The Bidder shall propose prices which are competitive with those prices he charges to his domestic customers. The agreed list of prices shall form part of the Contract. The ocean and inland transportation fee should be agreed upon at the time of actual transaction.
3. The total price amount for the recommended spare parts and special tools shall not be taken into account in the evaluation of the Bid.

METRO MANILA SUBWAY PROJECT PHASE 1
PACKAGE CP104 (Ortigas North and Ortigas South)
Section IV Bidding Form BF-64

Price List of Recommended Spare Parts and Special Tools

No.	Description	Part No.	Unit	Qty	Unit Rate/Price		Amount		Escalation/ De-escalation	Supplier/ Country
					Local	Foreign	Local	Foreign		
Total Amount of Recommended Spare Parts and Special Tools										

Name of Bidder _____

Signature of Bidder _____

Date _____

Revised General Specifications (GS) 138

**SUPPLY OF SPARE PARTS, SPECIAL TOOLS, TEST EQUIPMENT AND
CONSUMABLE**

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SUPPLY OF SPARE PARTS, SPECIAL TOOLS, TEST EQUIPMENT AND CONSUMABLES

138.1

Detailsof Supply

- (a) The Contractor shall provide delivery of start-up spare parts, consumables and special tools for the commissioning period (commissioning spares) and test equipment, consumables, special tools and test equipment for the maintenance of all Systems included in the Contract, and Contract Spares (hereinafter defined) in accordance with the provisions of this Part, as part of the Works:
- (i) Spare parts including sub-assemblies and those to be supplied by its Subcontractors of any wear and tear ("Spare Parts");
 - (ii) Consumables; and
 - (iii) Special tools, jigs, fixtures and gauges and test and maintenance equipment, including those to be supplied by its subcontractors of any tier ("Special Tools and Test Equipment").
- (b) The Spare Parts to be supplied by the Contractor shall consist of:
- (i) Commissioning Spares; and
 - (ii) Spare parts, consumables, and necessary tools required for two (2) years operation and maintenance after the Defect Notification Period (for those spare parts named in this paragraph (ii), hereinafter referred to as "Contract Spares").
- (c) The lists of spare parts and consumables shall be submitted for the review by the Engineer at the time of completion of the Technical Design and again at the time of Construction/Installation Design with the identity of parts by source, OEM part number, and individual price. A final update with the same details shall be made six (6) months prior to expiration of the Defect Notification Period for the Contract Spares.
- (d) The Contractor shall supply spare parts and consumables including quantities and individual prices for the maintenance of all Systems included in the Contract for two (2) years after expiry of the Defect Notification Period. The spare parts and consumables may be kept at material stores in stations.
- (e) The Contractor shall guarantee the availability of spare parts, consumables, and tools supplied under this work for a minimum period of two (2) years after the expiry of the Defect Notification Period.
- (f) Information provided in respect of the spare parts, consumables, special tools and test equipment respectively shall include, but are not limited to, the following:
- (i) Core data - main assembly/equipment:
 - Manufacturer/brand name;
 - Manufacturer's type/model number;
 - Rating;
 - Serial number if applicable;

- Total number of the main assembly/equipment supplied under the contract.
- (ii) Core data - sub-assembly of main assembly/equipment:
- Manufacturer/brand name;
 - Manufacturer's type/model number;
 - Rating;
 - Serial number, if applicable.
 - If items above are different from those of the main assembly/equipment, total number of sub-assemblies in the main assembly/ equipment supplied under the Contract.
- (iii) Individual item of main/sub assembly/equipment:
- Manufacturer order number;
 - Parts description - a full description of the Spare Part, including a note as to whether it is a sealed unit or whether it is an assembly or sub-assembly which can be broken-down into component parts;
 - Manufacturer/brand name;
 - The manufacturer's part number (if different from the ordering number);
 - The sub-contractor's ordering part number/reference, if applicable;
 - Recommended quantity;
 - Unit of measurement;
 - Unit CIF price at Philippine port or Ex-Factory including delivery to designated location;
 - Total number of the Spare Parts in the sub-assembly of the main assembly/equipment supplied under the Contract;
 - Total number of the Spare Parts in all the sub-assemblies of all the main assemblies/different equipment supplied under the Contract.

The Contractor shall ensure that the ordering part numbers specified shall enable the Employer to procure the exact item in future without reference to the Contractor.

- (iv) Primary data:
- Parts catalogue number/cross reference (illustrated parts catalogues to be submitted together with the contract spares schedules to the Engineer);
 - Drawing number.
- (v) Secondary data:
- Lead times stating whether for ex-stock or for product manufactured upon receipt of order;
 - Delivery schedule(s);

- Supplementary information;
 - (1) Special handling instruction, e.g. for fragile materials, hazardous substances, radioactive materials, etc.
 - (2) Storage requirements, e.g. overall dimensions including special packing (if any) for bulky materials, materials with limited shelf life, climate-controlled conditions, etc.
 - (3) Statutory requirements, e.g. licenses, test certificates, etc.
 - (4) Interchangeability information.
 - (5) Tailor-made product for the Contract or a standard bought-in product.
 - (6) The source of the Spare Part, Special Tool and Test Equipment including the manufacturer's name and address together with that of his agent in Philippine and local sources.
 - (7) Supplementary sheets to be used for detailed information that is important to the Employer's future procurement.

138.2 Manufacture and Delivery of Spare Parts

- (a) The Spare Parts to be supplied under the Contract shall be manufactured at the same time as the Permanent Works. All Spare Parts shall be manufactured, works tested and inspected in accordance with the relevant quality system, suitably packed and labelled in accordance with the General Specifications, and delivered to the Employer by the Contractor. Before the Spare Parts are delivered to the Employer, the Contractor shall submit to the Engineer a shipment advice notifying details such as date of dispatch, date of arrival, vessel name, etc. as well as a packing list to indicate the contract number, variation order number, the lot size, quantity and weight. The Spare Parts shall be consigned to the Employer and delivered in accordance with the Engineer's instructions to a program which shall ensure that sufficient Spare Parts are delivered to facilitate normal routine maintenance of the Permanent Works by the Employer or the Employer at all stages of completion. The Spare Parts shall be supplied in total not later than the date set out for stage commissioning of the system.
- (b) Spare Parts shall be fully interchangeable with their corresponding part. All Spare Parts shall be configured to the latest revision during the Defects Notification Period. For Spare Parts such as electronic components, lamps, fuses, and high-use items, the Contractor shall ensure that a minimum of two alternative sources of supply are available.
- (c) An adequate supply of Spare Parts shall be available throughout the design life of the Works, from the date of the Employer's Taking-Over of the Works. The Contractor undertakes to notify the Employer at least six (6) months prior to deleting any item used in the Works from general availability.
- (d) For any Spare Parts that the Contractor is unable to supply throughout the design life of the Works, or where the Contractor ceases availability support of that item before the end of such design life or if the Contractor ceases trading, the Contractor undertakes to transfer the relevant intellectual property rights, design rights and technology to the Employer and the Employer shall have the full right to manufacturing drawings, schedules, software and any other information needed to manufacture the relevant item.

Such rights shall give the Employer complete freedom to manufacture the item in Philippine or anywhere else world-wide. The Contractor shall also undertake to notify the Employer two (2) years in advance of the intended cessation of spares availability of any item.

- (e) If any Spare Part is rendered obsolete by a design change or material change during the design life of the Works supplied under the Contract, the Contractor shall design a replacement item to match the identical mechanical and electrical interfaces as the former item.
- (f) If, as a result of changes in technology, any Spare Part is not completely interchangeable with the original item, or the performance of any Spare Part is different from the original item, then the Contractor shall purchase the same from the Employer, at a price agreed between the parties, such quantities of the obsolete Spare Part as the Employer may possess.

138.3 Commissioning Spares

- (a) The Contractor shall keep on the Site throughout the installation, erection and commissioning periods, sufficient stocks of spare parts and consumables to enable immediate replacement of any item in the Permanent Works found to be defective or in any way in non-conformance with the Specifications during the installation, erection and commissioning period ("Commissioning Spares").
- (b) The Contractor shall supply and deliver the Commissioning Spares on or before the commencement of any Partial Acceptance Tests (PAT) or as defined in the Technical Specifications.
- (c) The Contractor shall submit to the Engineer for review a list of all Commissioning Spares that shall be made available during the installation, erection and commissioning period.
- (d) The Contractor shall not be entitled to use any of the Contract Spares to replace any item in the Permanent Works during the installation, erection and commissioning periods.

138.4 Contract Spares and Consumables

- (a) The quantities of Contract Spares and Consumables to be supplied by the Contractor to the Employer shall be included in the Spares Management Plan as described in the General Specifications.
- (b) Notwithstanding the quantities defined in the Spares Management Plan, the quantities of Contract Spares shall be sufficient for the full operation of the Works for two (2) years after the Defect Notification Period.
- (c) The Contractor shall supply and deliver the Contract Spares at least one (1) month prior to the expiry of the Defect Notification Period unless otherwise designated in the Technical Specifications.
- (d) All spares quantities shall be rounded up to the nearest deliverable unit e.g. cable shall be delivered in complete drums, liquids in complete sealed containers, small parts in complete packs.
- (e) All spares and consumables part shall be suitably and individually labelled to indicate required information in accordance with requirement (refer to the General Specifications). For the purpose of spare parts and consumables management, Maintenance Management System (MMS) will be provided by

the Interface Contractor. At least spare management function of MMS shall include following information.

- (i) Name of parts;
 - (ii) Description of parts;
 - (iii) Name of Manufacturer or supplier;
 - (iv) Number of parts;
 - (v) Unit price of each part;
 - (vi) Parts number and serial number;
 - (vii) Shelf life and date of manufacture;
 - (viii) Type or condition(s) of storage and special handling information;
 - (ix) Inspection/test certificate number and batch number; and
 - (x) Contract number, variation order number and item number.
- (f) Other than those mentioned above, the Contractor shall also supply all spares and consumables which are required to be provided in normal use during the Defect Notification Period.

138.5 Special Tools and Test Equipment

- (a) The Contractor shall supply tools, special tools, and test equipment for maintenance needs for all equipment and systems provided under the Contract. Tools, special tools and test equipment shall be provided for scheduled and unscheduled maintenance, including inspections, servicing, preventive maintenance, corrective maintenance, overhaul and testing.
- (b) The Tools, Special Tools and Test Equipment (together with the relevant calibration certificates) required to carry out all the functions described in the Operation and Maintenance Manual or as required by the Technical Specifications shall be suitably packed and identified in accordance with the General Specifications consigned to the Employer by the Contractor and delivered to the Employer in accordance with the Engineer's instructions not later than the date scheduled for stage commissioning. The extent of supply shall include protective carrying cases as may be appropriate for the storage and use of each item.
- (c) All Special Tools and Test Equipment shall be supplied with Operation and Maintenance Manuals, complete diagrams, schematics, assembly and connection drawings, calibration instructions and circuit diagrams/descriptions for future maintenance.
- (d) Where any item of Special Tools and Test Equipment is provided by the Contractor, it shall be accompanied by drawings, manuals and full operating instructions to enable them to be used by suitably skilled (but not necessarily specially trained) personnel in a non-hazardous manner and to achieve the desired result in terms of accuracy and quality.
- (e) The Contractor shall provide the means and instructions which describe the parameters of each item of Special Tools and Test Equipment that are critical to their proper methods of use and which enable the Employer's staff using the Special Tools and Test Equipment to achieve the proper performance and

operation. Such means and instructions shall include any routine checking or re-calibration needs for the Special Tool and Test Equipment itself.

- 138.6 Coding and Tagging of Spare Parts and Special Tools and Test Equipment**
All Spare Parts, Special Tools and Test Equipment to be delivered to the Employer shall each carry a metal tag suitably marked, bar-coded and numbered to sustain harsh environments.
The numbers on the tags shall correspond with those on the coding system developed by the Contractor for all E&M components, parts and equipment's. See also the General Specifications.
- 138.7 Contractor's Guarantee**
The Contractor is deemed to guarantee for supply of the Contract Spares and Special Tools and Test Equipment on condition that the Employer requested to supply those items and the Contractor agree on the terms of items which are the same with those supplied in the Contract or compatible, procurement timing and pricing in a separate contract for the duration of the individual service lives of the Permanent Works.
- 138.8 Measurement and Payment**
Method of Measurement and Basis of Payment for this GS 138 [Supply of Spare Parts, Special Tools, Test Equipment and Consumables] are provided for in TS C01.5 and TS I01.1.1 of the Technical Specifications.
- 138.9 Recommended Spare Parts and Special Tools**
The Contractor shall include in his Bid (which shall form a part of the Contract following the award of the Contract to him) a list of recommended spare parts and special tools and a price list of those recommended spare parts and special tools. The Employer has an option to purchase such spare parts and special tools at the agreed rates/and prices attached to the Letter of Acceptance subject to adjustment for changes in cost under GCC Sub-Clause 13.3 (where applicable). The Employer may exercise this option up to two (2) years after expiration of Defects Notification Period.

--- END OF GS 138 ---

ATTACHMENT-2A
TO PART A : CONTRACT DATA OF
PARTICULAR CONDITIONS OF CONTRACT

PROVISION OF TBM RETRIEVAL WINDOWS
TO THE CP103 CONTRACTOR AT ORTIGAS NORTH STATION

The Contractor shall provide TBM Retrieval Windows to the CP103 contractor at Ortigas North Station in accordance with the following conditions through good Interface management with the CP103 contractor:

Delay damages are not stipulated for this provision of TBM Retrieval Windows, which does not relieve the Contractor from any and all liabilities for costs, expenses, losses and damages to be incurred by CP103 contractor arising out of failure by the Contractor to provide the CP103 contractor with the TBM Retrieval Window(s) as specified hereunder. The Contractor shall indemnify, defend and hold harmless the Employer and the Engineer against and from such costs, expenses, losses and damages.

- (1) The minimum requirements to be performed by the Contractor before arrival of the 1st TBM from the CP103 contractor in accordance with Item (2) below are as follows:
 - (i) The Retrieval Shaft in Ortigas North Station needs to be complete and free of encumbrances to facilitate the driving in of the CP103 TBM, ie base slab cast, all struts removed, temporary services removed etc,
 - (ii) Direct unfettered access between the Shaft / Lifting Area and Public Road for ingress and egress of plant and resources as required.
- (2) Period and other conditionsfor provision of TBM Windows:
 - (i) The Contractor shall leave Retrieval Shaft including access road within custody of CP103 Contractor for the purpose of TBM Retrieval Windows for the period of no shorter than two (2) months per each tunnel.
 - (ii) In addition to the above provision of custody of Retrieval Shaft, the Contractor shall lend appropriate working area inside or around Retrieval Shaft to CP103 Contractor so that CP103 Contractor may carry out works for connecting the tunnel and Retrieval Shaft.
 - (iii) The Contractor shall make good interface coordination with CP103 Contractor with respect to detail schedule and scope of works for the above provision of custody of Retrieval Shaft and lent of working

area. The Contractor shall report the results of such interface coordination to the Engineer for the Engineer's approval.

It is expected that proper timing for the above provision of custody of Retrieval Shaft and lent of working area can be autonomically achieved for the benefit of both the Contractor and CP103 Contractor so long as each of them successfully achieves Key Dates undertaken by each of them in relation to CP 106 Systems Contractor.

ATTACHMENT-2B
TO PART A : CONTRACT DATA OF
PARTICULAR CONDITIONS OF CONTRACT

PROVISION BY THE CP105 CONTRACTOR FOR TBM RETRIEVAL AT KALAYAAN STATION

The Contractor will be provided with TBM Windows by the CP105 Contractor at Kalayaan Station in accordance with the following conditions through good Interface management with the CP105 contractor:

Neither the Employer nor the Engineer shall be liable for any and all costs, expenses, loses and damages to be incurred by the Contractor arising out of failure by the CP105 contractor to provide the Contractor with TBM Retrieval Windows as specified hereunder.

The Contractor shall agree that it shall indemnify, defend and hold harmless the Employer and the Engineer against and from any and all costs, expenses, loses and damages to be incurred by the CP105 contractor arising out of failure by the Contractor to hand back relevant works area to the CP105 contractor in accordance with the provisions specified hereunder.

- (1) The minimum requirements to be performed by CP105 contractor before arrival of the 1st TBM from the Contractor in accordance with Item (2) below are as follows:
 - (i) The Retrieval Shaft in Kalayaan Station needs to be complete and free of encumbrances to facilitate the driving in of the CP104 TBM, ie base slab cast, all struts removed, temporary services removed etc,
 - (ii) Direct unfettered access between the Shaft / Lifting Area and Public Road for ingress and egress of plant and resources as required.
- (2) Period and other conditionsfor provision of TBW Windows:
 - (i) CP105 Contractor will leave Retrieval Shaft including access road within custody of the Contractor for the purpose of TBM Retrieval Windows for the period of no shorter than two (2) months per each tunnel.
 - (ii) In addition to the above provision of custody of Retrieval Shaft, CP105 Contractor will lend appropriate working area inside or around Retrieval Shaft to the Contractor so that the Contractor may carry out works for connecting the tunnel and Retrieval Shaft.

- (iii) CP105 Contractor will make good interface coordination with the Contractor with respect to detail schedule and scope of works for the above provision of custody of Retrieval Shaft and lent of working area. CP103 Contractor will report the results of such interface coordination to the Engineer for the Engineer's approval.

It is expected that proper timing for the above provision of custody of Retrieval Shaft and lent of working area can be autonomically achieved for the benefit of both the Contractor and CP105 Contractor so long as each of them successfully achieves Key Dates undertaken by each of them in relation to CP 106 Systems Contractor.