

**DEPARTMENT OF TRANSPORTATION
REPUBLIC OF THE PHILIPPINES**

**METRO MANILA SUBWAY PROJECT
PHASE 1**

BIDDING DOCUMENTS

FOR

THE PROCUREMENT OF

PACKAGE CP107: ROLLING STOCK

Volume I of III

PART 1 BIDDING PROCEDURES

December 2019

Employer:	Department of Transportation
Procuring Agent:	Procurement Service
Country:	Republic of the Philippines
Project:	Metro Manila Subway Project, Phase I
Loan No.:	PH-P267

(This page is blank)

Table of Contents

Invitation for Bids (IFB)

Volume I. Part 1 – Bidding Procedures

- Section I. Instructions to Bidders (ITB)**
- Section II. Bid Data Sheet (BDS)**
- Section III. Evaluation and Qualification Criteria (EQC)**
- Section IV. Bidding Forms (BF)**
- Section V. Eligible Source Countries of Japanese ODA Loans (ESC)**

Volume II. Part 2 – Employer’s Requirements Section

VI. Employer’s Requirements

1. Scope of Works (SOW)

- 1.1 General
- 1.2 Implementation Plan
- 1.3 Technical Design of Rolling Stock
- 1.4 Driver’s Cab Mock-Up
- 1.5 Train Operation Simulator
- 1.6 Manufacturing
- 1.7 Procurement of Materials, Components and Sub-Systems
- 1.8 Inspection, Testing and Commissioning
- 1.9 Delivery of Rolling Stock to the Site
- 1.10 Provision for Spare Parts and Special Tools
- 1.11 Provision of Rolling Stock Operation and Maintenance (O&M) Manuals
- 1.12 Training for Employer’s Personnel
- 1.13 Providing “As-Built” Documentation
- 1.14 Providing Engineering Services During the Defects Notification Period

2. Specifications

A. General Requirements (ERG)

- 1 General
- 2 The Coordination and Integration of Electrical and Mechanical Equipment
- 3 Environmental Conditions and Environmental Plan
- 4 Health and Safety
- 5 Safety Considerations for Design
- 6 Technical Requirements Common to All Equipment
- 7 Quality Assurance
- 8 System Assurance
- 9 Contract Procedures
- 10 Project Implementation
- 11 Parts List, Special Tools and Test Equipment

- 12 Inspection, Testing and Commissioning
- 13 Operating and Maintenance Manuals, Record Drawings
- 14 Training
- 15 Equipment Identification
- 16 Publicity and Public Relations
- 17 (Not Used)
- 18 Requirements Management
- 19 (Not Used)
- 20 Interface Management

B. Technical Requirements (ERT)

- 1 System Requirements
- 2 Vehicle Body
- 3 Bogies
- 4 Coupler and Draft Gear
- 5 Vehicle Interior
- 6 Lighting
- 7 Doors and Door Control
- 8 Ventilation and Air-Conditioning
- 9 Braking System
- 10 Pneumatic Equipment
- 11 Propulsion System
- 12 Primary Power System
- 13 Auxiliary Electrical Systems
- 14 Train Management System
- 15 Communication System
- 16 Signaling System
- 17 CCTV System
- 18 (Not Used)
- 19 General Documentation Requirements
- 20 Not used
- 21 Material and Workmanship
- 22 Project Management Requirements
- 23 Quality Assurance Requirements
- 24 Spare Parts and Special Tools
- 25 Train Operation Simulator
- 26 (Not Used)
- 27 Shipping and Delivery

Volume III. Part 3 – Conditions of Contract and Contract Forms

- | | |
|---------------|---|
| Section VII. | General Conditions (GC) |
| Section VIII. | Particular Conditions (PC) |
| Section IX. | Annex to the Particular Conditions-Contract Forms |

INVITATION FOR BID

(This page is blank)

INVITATION FOR BIDS

Date: 19 December 2019

Loan Agreement No: PH-P267 dated 16 March 2018

IFB No: 19-339-8

Reference Identification No: *[insert number]*

1. The Government of the Republic of the Philippines has received an ODA Loan (Loan Agreement No. PH-P267 dated 16 March 2018) from Japan International Cooperation Agency (JICA) towards the cost of Metro Manila Subway Project Phase 1. It is intended that part of the proceeds of this loan will be applied to eligible payments for the procurement of Contract Package CP107: Rolling Stock. The Special Terms for Economical Partnership (STEP) of Japanese ODA Loans are applicable.
2. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement.
3. The Department of Transportation (DOTr) now invites sealed Bids from eligible Bidders for the Design, Supply, Installation, Construction, Testing and Commissioning of 240 cars (8 cars/train x 30 train-sets) under Contract Package CP107 (“the Works”). This Bid is subject to the International Competitive Bidding to be conducted in accordance with JICA’s Single-Stage Bidding Procedure.
4. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the address shown below, during office hours from 09:00 to 12:00 and from 13:00 to 16:00, Monday to Friday:

ENGR. JAIME M. NAVARRETE, JR
THE CHAIRPERSON,
SPECIAL BIDS AND AWARDS COMMITTEE,
Procurement Service
PS Complex, RR Road
Cristobal, 662 Paco, Manila, Philippines

Tel No. 8-290-6300 & 8-290-6400

Fax No. Local 8050

Email Address: pd8@ps-philgeps.gov.ph & www.ps-philgeps.gov.ph/home/

5. A complete set of the Bidding Documents amounting to 50,000.00 may be purchased and inspected by interested eligible Bidders with the submission of a written application to the address above and upon payment of a non-refundable fee of Philippine Peso Fifty Thousand (PHP 50,000.00)
6. Bids must be delivered to the address above on or before 10:00 am on 17 March 2020 and must be accompanied by a Bid Security of Japanese Yen 600,000,000 (JPY Six Hundred Million).
7. Bids will be opened in the presence of Bidders’ representatives who choose to attend at Technical Bid: 17 March 2020 @10:00 am, Financial Bid: 15 May 2020 @ 10:00 am at the office of Procurement Service, Department of Budget and Management Cristobal, 662 Paco, Manila, Philippines.

SGD.

ENGR. JAIME M. NAVARRETE, JR
THE CHAIRPERSON,
SPECIAL BIDS AND AWARDS COMMITTEE,
Procurement Service
PS Complex, RR Road
Cristobal, 662 Paco, Manila, Philippines

(This page is blank)

SECTION I.
INSTRUCTIONS TO BIDDERS (ITB)

(This page is blank)

INSTRUCTIONS TO BIDDERS (ITB)

The Instructions to Bidders (ITB) governing this bidding procedure are the Instructions to Bidders” included in Option A, Single-Stage Two-Envelop Bidding, Section I” of the Standard Bidding Documents for the Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by The Contractor (Trial Version) published by JICA in July, 2015.

A copy of the ITB is attached to these Bidding Documents.

(This page is blank)

ATTACHMENT
THE INSTRUCTIONS TO BIDDERS (ITB)

(This page is blank)

Section I. Instructions to Bidders

Table of Clauses

A. General	3
1. Scope of Bid	3
2. Source of Funds	3
3. Corrupt and Fraudulent Practices	3
4. Eligible Bidders	5
5. Eligible Plant and Installation Services	6
B. Contents of Bidding Documents	7
6. Sections of Bidding Documents	7
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting.....	8
8. Amendment of Bidding Documents	9
C. Preparation of Bids	9
9. Cost of Bidding	9
10. Language of Bid	9
11. Documents Comprising the Bid	10
12. Letters of Bid and Schedules	11
13. Alternative Bids.....	11
14. Documents Establishing the Eligibility of the Plant and Installation Services	12
15. Documents Establishing the Eligibility and Qualifications of the Bidder	12
16. Documents establishing conformity of the Plant and Installation Services	12
17. Technical Proposal, Subcontractors	13
18. Bid Prices and Discounts.....	14
19. Currencies of Bid and Payment.....	15
20. Period of Validity of Bids	16
21. Bid Security	16
22. Format and Signing of Bid	17
D. Submission and Opening of Bids	18
23. Submission, Sealing and Marking of Bids	18
24. Deadline for Submission of Bids.....	19
25. Late Bids.....	19
26. Withdrawal, Substitution, and Modification of Bids	19

27. Bid Opening	20
E. Evaluation and Comparison of Bids.....	22
28. Confidentiality.....	22
29. Clarification of Bids	22
30. Deviations, Reservations, and Omissions	23
31. Preliminary Examination of Technical Bids	23
32. Qualification of the Bidders	23
33. Determination of Responsiveness of Technical Bids.....	24
34. Nonmaterial Nonconformities.....	25
35. Detailed Evaluation of Technical Bids.....	25
36. Correction of Arithmetical Errors	26
37. Conversion to Single Currency	27
38. Evaluation of Price Bids.....	27
39. Comparison of Bids.....	28
40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids.....	28
F. Award of Contract.....	28
41. Award Criteria.....	28
42. Notification of Award	28
43. Signing of Contract	29
44. Performance Security	29

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor as specified in Section VI, Employer’s Requirements. The name, identification, and number of the lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower specified in the BDS has applied for or received a Japanese ODA Loans from Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement specified in the BDS, toward the cost of the project specified in the BDS. The Borrower intends to apply a portion of the proceeds of the Loan to eligible payments under the Contract(s) for which these Bidding Documents are issued.
 - 2.2 Disbursement of a Japanese ODA Loans by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans specified in the BDS. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the Loan proceeds.
 - 2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
3. **Corrupt and Fraudulent**
 - 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA

Practices

Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it, at any time, determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and
- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or a Subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.”

The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted; or the date of Advertisements for Prequalification, if prequalification has

been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to the above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a Subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the Loan or any other remedies on the grounds of contractual violation.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 [Corrupt and Fraudulent Practice] of General Conditions.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV:

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth below throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.

- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to

consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

- (b) A firm that has a close business relationship with the Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the Contract, (ii) the prequalification and Bid evaluation, or (iii) the supervision of such Contract, shall be disqualified.
- (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually or as a member in a JV. A firm (including its affiliate), if acting in the capacity of a Subcontractor in one Bid, may participate in other Bids, only in that capacity.
- (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.

4.3 A Bidder shall be from any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a Contract.

4.5 This bidding is open only to prequalified Bidders unless **specified in the BDS.**

4.6 A Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Plant, Material and Services

5.1 The Plant, Material and Services to be supplied under the Contract shall have their origin in any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans, and all expenditures under the Contract

will be limited to such Plant, Material and Services.

- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria (EQC)
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

PART 2 Employer’s Requirements

- Section VI. Employer’s Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Annex to the Particular Conditions - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda to the Bidding

Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and Employer's Requirement in the Bidding Documents, and to furnish with its Bid all information and documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 24.2.
- 7.2 The Bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if so **specified in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A site visit will be conducted by the Employer at the time of the pre-bid meeting, if so **specified in the BDS**.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one (1) week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 24.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be

written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising the
Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security, in accordance with ITB 21;
 - (c) Acknowledgment of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
 - (e) in the case of a Bid submitted by a JV, a copy of the JV agreement, or letter of intent, signed by all members, to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective members;
 - (f) documentary evidence establishing in accordance with ITB 14 that the Works offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
 - (g) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
 - (h) Technical Proposal in accordance with ITB 17;
 - (i) documentary evidence establishing in accordance with ITB 16 that the Works offered by the Bidder conform to the Bidding Documents;
 - (j) alternative Bids, if permissible, in accordance with ITB

13;

(k) list of Subcontractors, in accordance with ITB 17.2 and 17.3; and

(l) any other document **required in the BDS**.

11.3 The Price Bid submitted by the Bidder shall comprise the following:

(a) Letter of Price Bid;

(b) completed Price Schedules, in accordance with ITB 12 and 18;

(c) alternative Price Bids, at the Bidder's option and if permissible, in accordance with ITB 13; and

(d) any other document **required in the BDS**.

12. Letters of Bid and Schedules

12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid, including the appropriate Technical and Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 **The BDS indicates** whether alternative Bids are allowed. If they are allowed, **the BDS will also indicate** whether they are permitted in accordance with ITB 13.3, **or** invited in accordance with ITB 13.2 and/or ITB 13.4.

13.2 When alternatives to the Time for Completion of the whole of the Works or the sections are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the Bidding Documents must also provide: (i) a price at which they are prepared to offer such alternative meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical information (particulars), breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to

the basic technical requirements shall be considered by the Employer.

- 13.4 When Bidders are **invited in the BDS** to submit alternative technical solutions for specified parts of the Works, such parts shall be described in Section VI, Employer's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Works shall be considered by the Employer on their own merits, pursuant to ITB 35.2.
- 14. Documents Establishing the Eligibility of Plant, Materials and Services**
- 14.1 To establish the eligibility of Plant, Materials and Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 15. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 In accordance with Section III, Evaluation and Qualification Criteria, if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, (i) updated information on any assessed aspect that changed from that time to establish that the Bidder continues to meet the criteria used at the time of prequalification and (ii) the requested information on the additional qualification criteria stated in Section III, Evaluation and Qualification Criteria, or if the assessment of qualification criteria was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 15.2 Any change in the structure or formation of a Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.
- 16. Documents establishing conformity of**
- 16.1 The documentary evidence of the conformity of the Works with the Bidding Documents may be in the form of literature,

the Works

drawings and data, and shall include:

- (a) a detailed description of the essential technical and performance characteristics of the Plant, including the Schedule of Guarantees of the proposed Plant, in response to the Employer's Requirement. The Schedule of Guarantees of the proposed Plant shall be stated in the applicable form in Section IV, Bidding Forms;
- (b) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Plant for the period **specified in the BDS**, following completion of the Works in accordance with the provisions of Contract; and
- (c) adequate evidence demonstrating the substantial responsiveness of the Works to those Employer's Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its Technical Proposal, provided that it demonstrates to the Employer's satisfaction that the alterations are substantially equivalent or superior to the standards designated in the Employer's Requirement.

17. Technical Proposal, Subcontractors

- 17.1 The Bidder shall furnish a Technical Proposal, including a statement of work methods, equipment, personnel, schedule, safety plan, and any other information as stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidder's proposal to the Employer's Requirements and the completion time.
- 17.2 For major items of the Works as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Technical Proposals information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the Works. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

- 17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Works to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 16.1.
- 17.4 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated subcontractors).
- 17.5 In case Prequalification was not conducted prior to the bidding process, Bidders planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall clearly identify the proposed specialist subcontractor(s) in Forms ELI-2 and EXP-2(b) in Section IV, Bidding Forms. Such proposed specialist subcontractors(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation and Qualification Criteria.
- 17.6 In case Prequalification was conducted prior to the bidding process, the Bidder's Bid shall name the same specialist subcontractor(s) whose experience in the key activities was evaluated in the Prequalification, unless such change is explicitly approved by the Employer in accordance with ITB 15.2.
- 18. Bid Prices and Discounts**
- 18.1 **Unless otherwise specified in the BDS**, Bidders shall quote for the Works such that the total Bid Price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Works. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 18.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.
- 18.3 Bidders shall provide price in each item in the manner and detail called for in the Price Schedules included in Section IV, Bidding

Forms. Further, Bidders may add breakdowns of items and provide the prices in each Price Schedule included in Section IV, Bidding Forms.

- 18.4 The price to be offered in the Letter of Bid, in accordance with ITB 12.1, shall be the total **price of the Bid, excluding any discounts that may be offered.**
 - 18.5 **Unless otherwise specified in the BDS and the Contract**, the prices offered by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
 - 18.6 If so specified in BDS 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 18.4, provided the Bids for all lots (contracts) are opened at the same time.
 - 18.7 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
 - 18.8 Bidders wishing to offer any unconditional discount shall specify in their Letter of Price Bid the offered discounts and the manner in which price discounts will apply.
- 19. Currencies of Bid and Payment**
- 19.1 The currency(ies) of the Bid shall be, as **specified in the BDS**. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
 - 19.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

**20. Period of
Validity of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer pursuant to ITB 24.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 20.3.
- 20.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract Price shall be determined as follows:
- (a) In the case of Fixed Price Contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.
 - (b) In the case of Adjustable Price Contracts, to determine the Contract Price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
 - (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the corrections indicated above.

21. Bid Security

- 21.1 The Bidder shall furnish as part of its Bid a Bid Security in the amount and currency **specified in the BDS**.
- 21.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**

from a reputable source from an eligible source country. If the unconditional guarantee is issued by an insurance company or

a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

- 21.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the Bidder is determined disqualified or in case the Bidder pass the technical evaluation,
- 21.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 43; or
 - (ii) furnish a Performance Security in accordance with ITB 44.
- 21.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid as described in ITB 11 and clearly mark it "TECHNICAL BID - ORIGINAL" and "PRICE BID - ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark them

“COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 22.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

- 23.1 Bidders may submit their Bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

Bidders shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “TECHNICAL BID – ORIGINAL,” “PRICE BID – ORIGINAL,” “TECHNICAL BID – COPY,” “PRICE BID – COPY,” and “ALTERNATIVE,” as appropriate. These envelopes containing the original, the copies and the alternative(s), if any, shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 through 23.5.

- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 24.1; and
 - (c) bear the specific identification of this bidding process

specified in BDS 1.1.

- 23.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 27.7.
- 23.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed

for submission of Bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Technical Bid and on the Letter of Price Bid or any extension thereof.

27. Bid Opening

27.1 Except in the cases specified in ITB 25 and ITB 26, the Employer shall publicly open and read out in accordance with ITB 27.5 all Technical Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 27.7.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at opening of the Technical Bids.

27.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 27.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at opening of the Technical Bids.

27.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB

27.1.

27.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the presence or absence of the Bid Security; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 25.1).

27.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

27.7 At the end of the evaluation of Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow Bidders sufficient time to make arrangements for attending the opening.

27.8 The Employer will notify, in writing, Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Bid security and Price Bids unopened.

27.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's' representatives who are present shall

be requested to sign a register evidencing their attendance.

27.10 All envelopes containing Price Bids shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the Bid Price(s), including any discounts and alternative Bids; and
- (d) any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative Bids read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

27.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, (per lot if applicable), including any discounts, and alternative Bids. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the evaluation of Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 42.

28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a

clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.

29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**30. Deviations,
Reservations,
and Omissions**

30.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**31. Preliminary
Examination of
Technical Bids**

31.1 The Employer shall examine Technical Bids to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.

31.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.

- (a) Letter of Technical Bid;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Bid Security; and
- (d) Technical Proposal.

**32. Qualification of
the Bidders**

32.1 The Employer shall determine to its satisfaction whether Bidders meet the qualification criteria specified in Section III,

Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if prequalification was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, for the Bidder who submitted the lowest evaluated and substantially responsive Bid only.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.

32.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

If the assessment of the Bidder's qualification is conducted for the lowest evaluated Bidder only, in accordance with ITB 32.1, and the result of such assessment is negative, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

32.4 The capabilities of the manufacturers and Subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or Subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Subcontractor without any change to the Bid Price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or Subcontractors for each item concerned.

33. Determination of Responsiveness of Technical Bids

33.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.2.

33.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 33.3 The Employer shall examine the technical aspects of the Technical Bid submitted in accordance with ITB 17, in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation, or omission.
- 33.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 34. Nonmaterial Nonconformities**
 - 34.1 Provided that a Technical Bid is substantially responsive, the Employer may waive any nonconformity in the Technical Bid that does not constitute a material deviation, reservation or omission.
 - 34.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
 - 34.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
- 35. Detailed Evaluation of**
 - 35.1 The Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially non-

Technical Bids

responsive, in order to determine whether the technical aspects are in compliance with the Bidding Documents. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified Schedule of Guarantees, will be rejected for non-responsiveness. In order to reach such a determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:

- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Works offered with specified performance criteria, corresponding to each Schedule of Guarantees, as indicated in the Technical Requirements; suitability of the Works offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;
- (b) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.

35.2 Where alternative technical solutions have been allowed in accordance with ITB 13.4, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

**36. Correction of
Arithmetical
Errors**

36.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction, in accordance with ITB 36.1, shall result in the rejection of the Bid.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS.**
- 38. Evaluation of Price Bids**
- 38.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 38.2 To evaluate a Price Bid, the Employer shall consider the following:
- (a) the Bid Price, excluding Provisional Sums in the Price Schedules, ~~but~~ including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 18.7 or ITB18.9;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.3;
 - (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 37; and
 - (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 38.3 If price adjustment is allowed in accordance with ITB 18.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 38.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 38.5 If the Bid, which results in the lowest evaluated Bid Price, is

seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and the Price Schedules proposed. After evaluation of the price analyses, taking into consideration the Schedule of Payment, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 39. Comparison of Bids** 39.1 The Employer shall compare the evaluated prices of all substantially responsive Bids in accordance with ITB 38.2 to determine the lowest evaluated Bid.
- 40. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 40.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities shall be promptly returned to the Bidders.

F. Award of Contract

- 41. Award Criteria** 41.1 Subject to ITB 40.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 42. Notification of Award** 42.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Accepted Contract Amount").
- 42.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 42.3 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:

- (a) name of each Bidder who has submitted a Bid;
- (b) Bid Prices as read out at Bid opening;
- (c) name and address of the successful Bidder;
- (d) name and address of the supplier (if applicable); and
- (e) award date and amount of the Contract.

42.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

42.5 After notification of award, unsuccessful Bidders may request, in writing, to the Employer a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond, in writing, to any unsuccessful Bidders who, after the notification of award in accordance with ITB 42.1, request a debriefing.

43. Signing of Contract

43.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

44. Performance Security

44.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.5, using for that purpose the Performance Security Form included in Section IX Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

SECTION II.
BID DATA SHEET (BDS)

(This page is blank)

BID DATA SHEET (BDS)

A. General	
ITB 1.1	The number of the Invitation for Bids is: 19-339-8
ITB 1.1	The Employer is: Department of Transportation (DOTr)
ITB 1.1	The name, identification and number of the lot(s) (contract(s)) comprising this Bid is: Contract Package CP107: Rolling Stock.
ITB 2.1	The Borrower is the Government of the Republic of the Philippines.
ITB 2.1	The number of the Loan Agreement is: PH-P267. The amount of a Japanese ODA Loan is: JPY 104,530,000,000 (Japanese Yen One Hundred Four Billion and Five Hundred Thirty Million) for the 1 st tranche of the Loan. The Loan Agreement is dated 16 March 2018.
ITB 2.1	The name of the Project is Metro Manila Subway Project Phase 1
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012.
ITB 3.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
ITB 4.5	This bidding is not subject to prequalification.
B. Bidding Documents	
ITB 7.1	For clarification purposes only, the Employer's address is: ENGR. JAIME M. NAVARRETE, JR. THE CHAIRPERSON, SPECIAL BIDS AND AWARD COMMITTEE, Procurement Service, PS Complex, RR Road Cristobal, 662 Paco, Manila, Philippines
ITB 7.1	Responses to any request for clarification, if any, will be published on the Employer's web page indicated below. Web page: www.dotr.gov.ph & www.ps-philgeps.gov.ph/home/
ITB 7.4	A pre-bid meeting will take place at the following date, time and place: Date: 17 January 2020 Time: 10:00 am Venue: Procurement Service, PS Complex, RR Road Cristobal, 662 Paco, Manila, Philippines A site visit to be conducted by DOTr will be organized.

ITB 8.2	Addenda, if any, will be published on the Employer’s web page. Web page: www.dotr.gov.ph & www.ps-philgeps.gov.ph/home/
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English.
ITB 11.2 (l)	None
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: None.
ITB 13.1	Alternative Bids are not permitted.
ITB 16.1 (b)	The Contractor shall supply spare part and special tools as specified in the Employer’s Requirements. The Contractor shall also supply spare parts for two (2) years after the Taking Over of the Works in accordance with Specific Provisions 4.25 New Sub-Clause: Spare Parts, Consumables and Special Tools.
ITB 18.1	Bidders shall quote for the entire Works on a single responsibility basis.
ITB 18.7	<p><i>[This ITB 18.7 shall be consistent with Sub-Clauses 1.16 of the Conditions of Contract.]</i></p> <p>In accordance with Sub-Clause 14.1 of the General Conditions of Contract, Contractor’s Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempted from the payment of import duties and taxes upon importation.</p> <p><i>[The Employer shall choose subparagraphs (a) and/or (b) of the following paragraph, as applicable and complete, indicating clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance with the Exchange Notes between the Employer’s Country and the Government of Japan, and under the law of the Employer’s Country. If none is applicable, delete the following paragraph in its entirety.]</i></p> <p>In addition to the above:</p> <p>(a) duties, taxes and levies listed in the table below shall be exempted. Such exempted duties, taxes and levies are fallen into two categories, namely:</p> <p>(i) “No Pay” category: The Contractor shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.</p> <p>(ii) “Pay & Reimburse” category: The Contractor shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that the Contractor first makes all payments arising from or out of or in connection with such liabilities and then applies for their reimbursement from the relevant authority, following the procedure prescribed by such authority.</p>

	Exemption Category	
	No.	Duty/ Tax/ Levy
	1	[insert duty/ tax/ levy]
	2	[insert duty/ tax/ levy]
	3	[insert duty/ tax/ levy]
	etc.	
	(b) duties, taxes and levies listed below shall be paid by the Employer on behalf of the Contractor: [insert list of duties, taxes and levies].	
ITB 19.1	The currency(ies) of the Bid shall be as described below: The unit rates and prices shall be quoted by the Bidder in the Price Schedule separately in the following currencies: (i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in Philippine Peso, the name of the currency of the Employer’s country, and further referred to as “the local currency”; and (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “foreign currency”), in Japanese Yen, United States Dollars and/or Euro.	
ITB 20.1	The Bid validity period shall be one hundred twenty (120) days.	
ITB 20.3 (a)	Not applicable.	
ITB 20.3 (b)	The Bid Price shall be adjusted by the following factor: The local currency portion (Philippines Peso) of the fixed portion of the Contract price shall be adjusted by applying Consumer Price Index of the Philippines (all items) published by the Philippine Statistics Authority (PSA). The Japanese Yen fixed portion of the Contract price shall be adjusted by applying the consumer price index published by the Statics Bureau of the Japan. Any other foreign currency portion (United States Dollars and/or Euros) of the fixed portion of the Contract price shall be adjusted by applying the consumer price index published by the institutional organization in the corresponding country or area.	
ITB 21.1	The amount and currency of the Bid Security shall be Japanese Yen Six Hundred Million (JPY600,000,000).	
ITB 21.2 (d)	Other types of acceptable securities: None.	
ITB 22.1	In addition to the original of the Bid, the number of copies is: Four (4) copies and two (2) CD-ROM for both the Technical Bid and the Price Bid.	

<p>ITB 22.2</p>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ol style="list-style-type: none"> 1. Articles of Partnership for Partnership; 2. Certified Authorization or Resolution from each member for Joint Venture (JV); or 3. The transfer of authenticating the signature of the authorized person shall be through a Public Power of Attorney countersigned by a Public Notary.
<p>D. Submission and Opening of Bids</p>	
<p>ITB 24.1</p>	<p>For Bid submission purposes only, the Employer’s address is: To: ENGR. JAIME M. NAVARRETE, JR. THE CHAIRPERSON, SPECIAL BIDS AND AWARD COMMITTEE Procurement Service, PS Complex, RR Road Cristobal, 662 Paco, Manila, Philippines</p> <p>The Deadline for Bid submission is: Date: 17 March 2020 Time: 10:00 am <i>[The date and time should be the same as those provided in the Invitation of Bids, unless subsequently amended pursuant to ITB 24.2.]</i></p>
<p>ITB 27.1</p>	<p>To: ENGR. JAIME M. NAVARRETE, JR. THE CHAIRPERSON, SPECIAL BIDS AND AWARD COMMITTEE Procurement Service, PS Complex, RR Road Cristobal, 662 Paco, Manila, Philippines</p> <p>Date: 17 March 2020 Time: 10:00 am <i>[The date and time should be the same as those given for the deadline for submission of Bids (ITB 24).]</i></p>
<p>E. Evaluation, and Comparison of Bids</p>	
<p>ITB 37.1</p>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: Philippine Peso.</p> <p>The source of exchange rate shall be: Bangko Sentral ng Pilipinas (BSP, the Central Bank of the Philippines)</p> <p>The date for the exchange rate shall be: <i>[insert a date (day, month and year, e.g., 27 April, 2015), not earlier than thirty (30) days prior to, nor later than, the date for Technical Bid opening, specified in ITB 27.1]</i> _____</p>

SECTION III.
EVALUATION AND QUALIFICATION CRITERIA (EQC)

(This page is blank)

Evaluation and Qualification Criteria

1. Evaluation

1.1 Technical Evaluation

In addition to the criteria listed in ITB 35.1 (a) & (b), the following factors shall apply:

1.1.1 Personnel

The Bidder must demonstrate that he has the personnel for the key positions who meet the following requirements:

The Bidder shall provide details of the proposed personnel and their experience records in Forms PER-1 and PER-2 in Section IV, Bidding Forms.

Position	Specific Experience in similar project supplying Rolling Stock	Remarks
a) Project Manager	5 years as Project Manager	For Project Management
b) Deputy Project Manager	3 years as Manager for coordination	For coordination between design office and manufacturing works
c) Design Manager	3 years as Design Manager	For design Work
d) Quality Assurance Manager	3 years as Quality Assurance Manager	For manufacturing and installation works
e) Safety Manager	3 years as Safety Manager	For manufacturing and installation works

1.1.2 Equipment

The Bidder must demonstrate that it has key construction plant and equipment listed hereafter:

Criteria: Adequacy of Plant and Equipment intended to mobilize at the Site

No.	Equipment Type and Characteristics	Minimum Number Required
1	Crane car necessary for lifting or assembling the Rolling Stock at the port and/or the Depot	1
2	Trailer car necessary for transporting the Rolling Stock from the port to the Depot	1
3	Body Loading Test Facility	1
4	Car Construction Surface Plate	1
5	Spot Welding Facility	1
6	Water Tightness Testing Facility	1

No.	Equipment Type and Characteristics	Minimum Number Required
7	Vehicle Weighing Facility	1

1.1.3 Programme

1.1.3.1 The Bidder's proposed Work Programme shall demonstrate the following:

- 1) Compliance with Time for Completion for the Works
- 2) Compliance with Time for Achieving Key Dates
- 3) Duration of each work item
- 4) Sequence and relationship between work items

1.1.3.2 Proposed Design Submission Programme

- 1) Appropriateness of period of Each Design Stages
- 2) Appropriateness of Design Sequence and Correlation with Manufacturing Activities

1.1.4 Project Management

1.1.4.1 Proposed Management Organization

- 1) Appropriateness of Project Organization Chart
- 2) Adequacy of facility to carry out the Bidder's defect liability and spare parts stocking obligations prescribed in the Contract.

1.1.4.2 Personnel Mobilization Schedule

- 1) Appropriateness of Mobilization Schedule and Correlation with Work Items.

1.1.5 Method of Implementation of the Works

1.1.5.1 Appropriateness of Proposed Method of Implementation of the following Works Activities:

- 1) General Approach for System Integration
- 2) Design, manufacture, Installation and Construction Method of Each System
- 3) Provision of System User Training and Operation Training
- 4) Provision of Spare Parts and Consumables
- 5) Provision of Design Life and Required General Overhaul (Renewal) Plan based on Design Life

1.1.6 Work Management

1.1.6.1 Outline Quality Management Plan

- 1) Appropriateness of plan, organization and methodology to manage Quality assurance.

1.1.6.2 Outline System Safety Management Plan

- 2) Appropriateness of plan, organization and methodology to manage System Safety assurance.

1.1.6.3 Outline Site Safety Management Plan

- 3) Appropriateness of plan, organization and methodology to manage Site Safety assurance.

1.1.6.4 Outline Environmental Management Plan

- 4) Appropriateness of plan, organization and methodology to manage Environmental control.

1.1.7 Schedule of Guarantee

- 1.1.7.1 Responsiveness of Performance/Specific Guarantee in accordance with the Employer's Requirements.

1.1.8 Supply of Spare Parts

- 1.1.8.1 Appropriateness of a preliminary plan to supply spare parts and special tools in accordance with the Employer's Requirements and for 2 years after Taking-Over of the Section of the Works by the Employer at pre-determined prices.
- 1.1.8.2 Adequacy of information with regards to particulars and available source of major spare parts and special tools.

1.1.9 Japanese Origin of Plant, Materials and Services

- 1.1.9.1 Establishing the eligibility of Japanese origin of plant, materials and services in accordance with Section V. Eligible Source Countries of Japanese ODA Loans.

1.2 Economic Evaluation

In addition to the criteria listed in ITB 38.2 (a) – (c) the following criteria shall apply.

1.2.1 Quantifiable nonmaterial nonconformities

Pursuant to ITB 34.3 and ITB 38.2 (d), the cost of all quantifiable nonmaterial nonconformities or omissions (minor omissions or missing items) shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

2. Qualification

(i) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- a) For turnover or financial data required for each year - Exchange rate prevailing on the last.
- b) Value of single Contract - Exchange rate prevailing on the date of the Contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 37.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.1 Eligibility							
2.1.1	Nationality	Nationality in accordance with ITB Sub-Clause 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI –1 and 2, with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB Sub-Clause 4.2	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Technical Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB Sub-Clause 4.4	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Technical Bid Form ACK
2.2 Historical Contract Non-Performance							
2.2.1	History of Non-Performing Contracts	Non-performance of a contract ⁽ⁱ⁾ did not occur as a result of contractor’s default since 1 st January 2017.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.3	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁽ⁱⁱⁱ⁾ since 1 st January 2014.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON

Notes for the Bidders

(i) Non-performance, as decided by the Employer, shall include all contracts

(a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and

(b) that were so challenged but fully settled against the contractor.

Non-performance shall not include contracts where Employer’s decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

(ii) This requirement also applies to contracts executed by the Bidder as a JV member.

(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

2.3 Financial Situation

2.3.1	Financial Performance	<p>The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last five (5) years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.</p> <p>As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1 with attachments
-------	------------------------------	--	-----------------------	-----	-----------------------	-----	-------------------------------

2.3.2	Average Annual Turnover relating to Rail Car Supply Business	Minimum average annual turnover relating to rolling stock supply of Two Hundred Ten Million US Dollars (US\$ 210,000,000.-), calculated as total certified payments received for contracts in progress and/ or completed, within the last five (5) years, divided by five (5) years.	Must meet requirement	Must meet requirement	Must meet twenty five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN – 2
2.3.3	Financial Resources	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as Twenty-Six Million US Dollars (US\$ 26,000,000.-) for the subject Contract(s) net of the Bidder’s other commitments.	Must meet requirement	Must meet requirement	Must meet twenty five percent (25%) of the requirement	Must meet Forty percent (40%) of the requirement	Form FIR - 1
		(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR - 1 and Form FIR - 2
2.4 Experience							
2.4.1	General Experience	Experience under procurement /supply contracts relating to rolling stock in the role of prime	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1

	contractor (single entity or JV), subcontractor, or management contractor ⁽ⁱ⁾ between 1st January 1999 and Bid submission deadline.					
2.4.2 (a) Specific Experience relating to the supply of Rolling Stock	As a prime contractor (single entity or JV) for a supply of at least four hundred (400) numbers of new passenger cars between 1st January 1999 and BID submission deadline.	Must meet requirement	Must meet requirement ^(iv)	N/A	N/A	Form EXP – 2 (a)
2.4.2 (b)	As a prime contractor (single entity or JV member) ⁽ⁱⁱⁱ⁾ or subcontractor for the above or other contracts successfully completed, and under implementation between 1 st January 1999 and Bid submission deadline, the minimum experience in design, project execution, testing, training and commissioning of new passenger trains utilizing his own technical knowledge and experience, that are fully confirmed with the following requirements; (i) A minimum number of two (2) similar ⁽ⁱⁱ⁾ operation control systems have supplied as a prime contractor (single entity or JV member) or	Must meet requirement (can be a specialist Subcontractor)	Must meet requirement (can be a specialist Subcontractor)	N/A	N/A	Form EXP – 2 (b)

	subcontractor ^(v) , between 1st January 1999 and Bid submission deadline.					
<p><u>Notes for the Bidder</u></p> <p>(i) A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.</p> <p>(ii) The “similar operation control system” shall be following systems; Train Operation System: ATO (one-man drive) with Platform Screen Door</p> <p>(iii) For contracts under which the Bidder participated as a JV member, only the Bidder’s share in the scope of works, shall be considered to meet this requirement.</p> <p>(iv) In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members shall be aggregated. Each of value equal or more than the minimum value required shall be aggregated, if such value is required.</p> <p>(v) For contracts under which the Bidder participated as a JV member or subcontractor, only the Bidder’s designated scope of works under the contracts, shall be considered to meet this requirement.</p>						

2.5 Subcontractors/manufacturers

The subcontractors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item.

Criteria: Appropriateness of the proposed Subcontractors/Manufacturers

Note: The Bidder may also be nominated to provide/manufacture the following systems if that would be the case.

Item No.	Description of Item	Minimum Criteria to be met Subcontractors / Manufactures
1	Bogie	Minimum ten (10) years Manufacturing Experience as mass-produced products
2	Wheel and Axle	
3	Brake Caliper	
4	Totally enclosed type Traction Motor	Minimum five (5) years Manufacturing Experience as mass-produced products
5	Traction Controller	Minimum ten (10) years Manufacturing Experience as mass-produced products
6	Bearing non-disassembly exchange structure	Minimum three (3) years Manufacturing Experience as mass-produced products
7	Gear Box	Minimum ten (10) years Manufacturing Experience as mass-produced products
8	Coupler	
9	Brake System with train-set brake control function	
10	Air Compressor	
11	Auxiliary Power Supply Equipment (Parallel synchronous operation method)	
12	Air Conditioning Unit	
13	Pantograph	
14	Door System	
15	Train Management System with control transmission	
16	LCD Display System for passenger cabin	
17	Battery	
18	Communications System	
19	Train Operation Simulator	
20	CCTV System	

Failure to comply with this requirement will result in rejection of the proposed Subcontractors/Manufacturers.

In the case of a Bidder who offers to supply and install major items of supply under the Contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer’s authorization, using Form MAN: Manufacturer’s Authorization provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer’s country.

The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

**SECTION IV.
BIDDING FORMS**

(This page is blank)

BIDDING FORMS

This Section contains the forms which shall be completed by the Bidder and/or the instruction which will describe how the Bidder shall prepare the statements and/or information to be submitted with his Bid.

The forms shall be completed by the Bidder without alteration, omission or addition, unless allowed to do so in the instructions issued by the Employer, and submitted as part of his Bid. Each Form shall be filed in the Bid in sequential order.

The instruction describes the outline of requirements for the technical statement and/or information to be submitted by the Bidder with its Bid.

CONTENTS OF BID

Technical Bid

1. Letter of Technical Bid

Form: LETTER OF TECHNICAL BID

2. Bid Security

Form: BID SECURITY

3. Acknowledgement of Compliance with Guideline for Procurement under Japanese ODA Loans

Form: ACK

4. Written confirmation authorizing the signatory of the Bid to commit the Bidder in accordance with ITB 22.2

To be prepared by Bidder

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

6. Documentary Evidence establishing the Bidder's eligibility and qualifications to perform the Contract

Form: ELI -1

Form: ELI -2

Form: CON

Form: FIN -1

Form: FIN -2

Form: FIR -1

Form: FIR -2

Form: EXP -1

Form: EXP -2(a)

Form: EXP -2(b)

7. Technical Proposal

7.1 Programme

- Proposed Works Programme
- Proposed Design Submission Programme.

7.2 Organization of Personnel

- Project Management Organization
- Proposed Key Personnel

Form: PER-1

Form: PER-2

- Personnel Mobilization Schedule

7.3 Proposed Method of Implementation of the Works

7.4 Major Plant and Equipment for the Works

Form: EQU

7.5 Proposed Subcontractors/Manufacturers for Major Items of Plant and Installation Services

Form: SUB

Form: MAN

7.6 Work Management Plan

- Outline Quality Management Plan
- Outline System Safety Management Plan
- Outline Site Safety Management Plan
- Outline Environmental Management Plan

7.7 Not Used

7.8 Supply Source of Major Spare Parts, Consumables and Special Tools, Jigs and Test Equipment

Form: SPA (a)

7.9 List of Recommended Spare Parts and Consumables for 2 years Initial Operation and Maintenance including Semi-Overhauling

Form: SPA (b)

8. Japanese Origin of Plant, Materials and Services

Form: ELG

9. Declaration as to the origin of goods and services and eligibility of subcontractors/suppliers

Form: DECLARATION

10. Confirmation on Substantial Responsiveness of System/Sub-system to the Employer's Requirement-Technical Specification.

11. Undertaking on Copyright

Form: UNDERTAKING ON COPY RIGHT

12. Bid Index

Form: BID INDEX *

- * The Bidder shall check the contents of the Technical Bid using the Bid Index to confirm if all the documents required above are included. The Bidder shall include the Bid Index in the Technical Bid.

Price Bidding

Letter of Price Bid

Preambles to Cost Centres

Bid Price and Summary of Cost Centres

Cost Centre A - Preliminaries and General Requirements And Design

Cost Centre B – Design

Cost Centre C – Manufacture, Contractual Spare Parts, Consumables and Special Tools,
Jigs and Test Equipment

Cost Centre D – Delivery, Installation and Testing & Commissioning

Cost Centre E – Provisional Sums

Table of Adjustment for Data for Foreign Currency and Local Currency.

Price List of Spare Part and Special Tools To Be Provided Upon Receipt Of Employer's Instruction For Two (2) Years After Taking-Over Of The Works.

SECTION IV. BIDDING FORM

TECHNICAL BID

TECHNICAL BIDDING

Preambles (Contents of Technical Bid)

The Bidder shall complete and include in the Technical Bid as specified in the Contents of Bid, the Letter of Technical Bid, the Bidding Form, the Technical Proposal and technical statements as detailed in this Section IV.

LETTER OF TECHNICAL BIDDING (FORM)

Date: 17 March 2020

Loan Agreement No.: PH-P267

IFB No.: 19-339-8

To: Procurement Service

ENGR. JAIME M. NAVARRETE, JR.
THE CHAIRPERSON,
SPECIAL BIDS AND AWARD COMMITTEE
Procurement Service,
PS Complex, RR Road
Cristobal, 662 Paco, Manila, Philippines

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): [*insert the number and issuing date of each Addendum*];
- b) We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- d) We offer to carry out in conformity with the Bidding Documents, the following Works:

Contract Package CP107: Rolling Stock.

- a) Our Bid shall be valid for a period of _____ days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- b) We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB 4.2 (c); and
- c) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

FORM OF BID SECURITY (BANK GUARANTEE)

[*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: Procurement Service

PS Complex, RR Road

Cristobal, 662 Paco, Manila, Philippines

IFB No.: 19-339-8

Date: [*insert date of issue*]

BID GUARANTEE No.: [*insert guarantee reference number*]

Guarantor: [*insert name and address of place of issue, unless indicated in the letterhead*]

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of Contract Package CP107: Rolling Stock under Loan Agreement No.PH-P267 dated 16 March 2018.

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in words, (insert amount in figures)*] upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (hereinafter called “the Bid Validity Period”), or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of his Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) fails to execute the Contract Agreement, or (ii) fails to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary’s Bidding Documents.

This guarantee will expire and shall be returned to the Applicant: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight (28) days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

FORM OF BID SECURITY (BID BOND)

BOND NO. [*insert Bond No.*]

BY THIS BOND [*insert name of Bidder*] as Principal (hereinafter called “the Principal”), and [*insert name, legal title, and address of surety*], authorized to transact business in the Republic of the Philippines, as Surety (hereinafter called “the Surety”), are held and firmly bound unto Department of Transportation as Obligee (hereinafter called “the Employer”) in the sum of [*insert amount of Bond in words and figures*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the [*insert day*] day of [*insert month*], 20 [*insert year*], for the execution of Contract Package CP107: Rolling Stock, (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- a) withdraws its Bid during the period of Bid validity specified in his Bid, or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (i) fails or refuses to execute the Contract Agreement, if required; or
 - (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date twenty-eight (28) days after the date of expiration of the Bid validity as stated in the Invitation for Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this [*insert day*] day of [*insert month*] 20 [*insert year*].

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Form ACK

FORM ACKNOWLEDGEMENT OF COMPLIANCE WITH GUIDELINES FOR PROCUREMENT UNDER JAPANESE ODA LOANS

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (“JV”)]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for Loan No. PH-P267 for the Metro Manila Subway Project Phase 1 is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:

(i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the “Guidelines”); and

(ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>

B’) I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least *three (3) years* had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least *three (3) years* have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

- E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) *JICA Headquarters: Legal Affairs Division, General Affairs Department*

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) *JICA Philippines office*

Tel: +63 (0)2 889 7119

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- C) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of *[Insert name of the Bidder]*

Date: *[Insert date.]*

**Written confirmation authorizing the signatory of the Bid
to commit the Bidder in accordance with ITB 22.2**

To be prepared by Bidder

**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

BIDDING FORMS

- (a) Form ELI-1 : Bidder Information
- (b) Form ELI-2 : Bidder's Party Information
- (c) Form CON : Historical Contract Non-Performance
- (d) Form FIN-1 : Financial Situation
- (e) Form FIN-2 : Average Annual Turnover
- (f) Form FIR-1 : Financial Resources
- (g) Form FIR-2 : Current Contract Commitments
- (h) Form EXP-1 : General Experience
- (i) Form EXP-2(a) : Specific Experience
- (j) Form EXP-2(b) : Specific Experience in Key Activities

FORM ELI - 1: BIDDER INFORMATION

Date: *[insert day, month, year]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall provide the following information.]

1. Bidder's legal name: <i>[insert full name]</i>
2. In case of JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member]</i>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[inset street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email Address: <i>[insert E-mail address]</i>
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM ELI - 2: BIDDER'S PARTY INFORMATION

Date: *[insert day, month, year]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any specialist Subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]

1. Bidder's legal name: <i>[insert full name]</i>
2. Bidder's Party legal name: <i>[insert full name of Bidder's Party]</i>
3. Bidder's Party country of registration: <i>[insert country of registration]</i>
4. Bidder's Party year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's Party legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's Party authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert E-mail address]</i>
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM CON: HISTORICAL CONTRACT NON-PERFORMANCE

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: *[insert day, month, year]*
 Bidder's Legal Name: *[insert full name]*
 Joint Venture Party Legal Name: *[insert full name]*
 IFB No.: *[insert number]*
 Page *[insert page number]* of *[insert total number]* pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur <i>since 1st January 2017</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed <i>since 1st January 2017</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, is(are) indicated below:			
Year	Non- performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<ul style="list-style-type: none"> Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i> 	<i>[insert amount]</i>

2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2.				
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	<ul style="list-style-type: none"> • Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i> • Name of Employer: <i>[insert full name]</i> • Address of Employer: <i>[insert street/ city/ country]</i> • Matter in dispute: <i>[indicate main issues in dispute]</i> • Status of dispute: <i>[indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i> 	<i>[insert amount]</i>

3. Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder <i>since 1st January 2014</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3.		
<input type="checkbox"/> Court/arbitral award decisions against the Bidder <i>since 1st January 2014</i> , in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, are indicated below:		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete Contract name, number, and any other identification] • Name of Employer: [insert full name] • Address of Employer: [insert street/city/country] • Matter in dispute: [indicate main issues in dispute] • Party who initiated the dispute: [indicate “Employer” or “Contractor”] • Status of dispute: [indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary] 	[insert amount]

FORM FIN - 1: FINANCIAL SITUATION

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]
 Bidder’s Legal Name: [insert full name]
 Joint Venture Party Legal Name: [insert full name]
 IFB No.: [insert number]
 Page [insert page number] of [insert total number] pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous Five (5) years (amount, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

2. Financial documents

The Bidder and its Parties shall provide copies of the financial statements for *five (5) years* pursuant to Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, of each member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.

- (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ *for the five (5) years* required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

FORM FIN - 2: AVERAGE ANNUAL TURNOVER

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

Annual Turnover Data			
Year	Amount and Currency	Exchange rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
Average Annual Turnover *			

* Total USD equivalent for all years divided by the total number of years, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

Form FIR - 1: Financial Resources

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or Contracts as indicated in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3.]

Financial Resources		
No.	Source of financing	Amount (USD equivalent)
1		
2		
3		

FORM FIR - 2: CURRENT CONTRACT COMMITMENTS

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: *[insert day, month, year]*
 Bidder's Legal Name: *[insert full name]*
 Joint Venture Party Legal Name: *[insert full name]*
 IFB No.: *[insert number]*
 Page *[insert page number]* of *[insert total number]* pages

[Bidders and each member of a JV should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for Contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Sub-Factor 2.3.3.]

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1					
2					
3					
4					
5					

FORM EXP-1: GENERAL EXPERIENCE

[The following table shall be filled in for the Bidder and for each member of a JV.]

Date: *[insert day, month, year]*
 Bidder’s Legal Name: *[insert full name]*
 Joint Venture Party Legal Name: *[insert full name]*
 IFB No.: *[insert number]*
 Page *[insert page number]* of *[insert total number]* pages

[Identify Contracts that demonstrate continuous work over the past twenty (20) years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1. List Contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	<ul style="list-style-type: none"> • Contract name: <i>[insert full name]</i> • Brief description of the works performed by the Bidder: <i>[describe works performed briefly]</i> • Amount of Contract: <i>[insert amount, currency, exchange rate and USD equivalent]</i> • Name of Employer: <i>[indicate full name]</i> • Address: <i>[indicate street/number/town or city/country]</i> 	<i>[insert "Prime Contractor" (Single entity or JV member)] or "Sub-contractor" or "Management Contractor"]</i>

FORM EXP-2(a) SPECIFIC EXPERIENCE

[The following table shall be filled in for Contracts performed by the Bidder and each member of a JV.]

Date: *[insert day, month, year]*
 Bidder’s Legal Name: *[insert full name]*
 Joint Venture Party Legal Name: *[insert full name]*
 IFP No.: *[insert number]*
 Page *[insert page number]* of *[insert total number]* pages

[Fill out one (1) form per Contract, in accordance with Section III Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).]

Similar Contract			
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information		
Contract Identification	<i>[insert contract name and Reference ID number, if applicable]</i>		
Award Date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>		
Completion Date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor only		
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	
Total Contract Amount	<i>[insert total contract amount(s) and currency(ies)]</i>	USD <i>[insert exchange rate and total contract amount in USD equivalent]</i>	
If member in a JV, specify participation in total Contract amount	<i>[insert percentage amount]</i>	<i>[insert amount(s) and currency(ies) of participation]</i>	USD <i>[insert exchange rate and amount of participation in USD equivalent]</i>
Employer’s Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/Fax Number:	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert E-mail address, if available]</i>		
Similar Contract No. <i>[insert number of similar contracts required]</i>	Information		

Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:	
1. Physical size of required works items	<i>[insert physical size of items]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the Contract]</i>
4. Other Characteristics	<i>[insert other characteristics as described in Section VI, Employer's Requirements]</i>

FORM EXP-2 (b): EXPERIENCE IN KEY ACTIVITIES

[The following table shall be filled in for Contracts performed by the Bidder and by each member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Specialist Subcontractor's Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

[Fill out one (1) form per Contract, in accordance with Section III, Evaluation and Qualification Criteria Sub-Factor 2.4.2(b).]

1. Key Activity No. (1): [insert brief description of the Activity, emphasizing its specificity]

Contract with Similar Key Activities Information			
Item	Information		
Contract Identification	[insert Contract name and number, if applicable]		
Award date	[insert day, month, year, e.g., 15 June, 2015]		
Completion date	[insert day, month, year, e.g., 03 October, 2017]		
Role in Contract [check the appropriate box]	Prime Contractor		Sub-contractor
	Single <input type="checkbox"/>	JV member <input type="checkbox"/>	<input type="checkbox"/>
Contract Amount	[insert Contract amount(s) and currency(ies)]		USD [insert Exchange Rate and total contract amount in USD equivalent]*
Quantity (as applicable) performed under the Contract per year or part of the year [insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]	Total quantity in the Contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)
Year 1			
Year 2			

Year 3			
Year 4			
Employer's Name	[insert full name]		
Address	[indicate street / number / town or city / country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail	[insert E-mail address, if available]		

TECHNICAL PROPOSAL

Unless otherwise specified in the Employer's Requirements, the Bidders shall quote for the entire facilities on a "single responsibility" basis such that the Bid Price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents.

In accordance with ITB 16, the Bidder shall furnish as part of the Technical Bid, a Technical Proposal as stipulated hereunder to demonstrate substantial responsiveness of the Bidder's proposal to the Employer's Requirements and the completion time.

The information submitted in the Technical Proposal will be assessed as part of the Bid evaluation, and may result in a Bid being rejected by the Employer if found unsatisfactory. The information shall be sufficient for the Employer to evaluate the quality of the Bid, and shall be used by the Parties for this purpose only. The inclusion by the successful Bidder of any information in the Technical Proposal shall not relieve the Contractor of any of its obligations under the Contract, and acceptance of a Bid does not infer any approval of information submitted herewith.

The Bidder's Technical Proposal shall demonstrate the intended plan for the project management, design, testing and commissioning of the Works, and shall comprise the following sub-headings:

- (1) Programme
- (2) Organization of Personnel
- (3) Method of Implementation of the Works
- (4) Major Plant and Equipment for the Works
- (5) Proposed Subcontractors/Manufacturers for Major Items of Plant and Installation Services
- (6) Work Management Plans
- (7) Schedule of Guarantee
- (8) Supply Source of Major Spare Parts, Consumables and Special Tools, Jigs and Test Equipment
- (9) List of Recommended Spare Parts and Consumables for 2 years Initial Operation and Maintenance including Semi-Overhauling

Details required are as indicated in the following sections.

1. Programme

- 1.1 The Bidder shall submit with his Bid, a Programme showing how the Bidder proposes to organize and carry out the Works, and complete the whole of the Works by the Time of Completion specified in Part A Contract Data of the Particular Conditions.
- 1.2 The Programme shall be developed as a critical path network using the Precedence Diagramming Method and be presented in bar chart and time scaled logic network format, indicating the milestones proposed and the critical path of the Project.
- 1.3 The Programme shall identify (i) the duration of each activity, (ii) the resources required to perform each such activity in that duration, (iii) the critical path, (iv) the necessary interface work and (v) the sequencing of interdependent activities. The Programme shall, as a minimum

include, the design, manufacture, factory test, delivery/shipment and on-site installation, testing, commissioning, training, and documentation, and other factors as necessary.

- 1.4 The Programme shall be accompanied by a report describing all the proposed activities, basic assumptions and logic behind the proposed timeline, in addition to the Bidder's perception of major constraints and critical areas of concern under the Programme. This report shall also indicate which elements of the Works shall be carried out off-site and/or outside the Republic of the Philippines with details of the proposed locations such works are to be carried out, facilities available and any third parties undertaking requirements. In particular, the Bidder shall clearly state assumptions related to interfacing requirements with the Employer/the Engineer and the other contractor, as well as any requirements for information affecting his Works.
- 1.5 As a part of the Programme, the Bidder shall submit a Design Submission Programme which shall be developed and become the Submission Programme required under Design Submission Programme in the Employer's Requirements.
- 1.6 The Programme shall not in any event be construed as a submission of the Programme as required to be furnished according to the Employer's Requirements and the Conditions of Contract.

2. Organization of Personnel

- 2.1 The Bidder shall submit with his Bid, Proposed Key Personnel who shall meet the requirements described in Section III [Evaluation and Qualification Criteria] Sub-Section 1.1.1, indicating names, qualifications, professional experience and corporate affiliation of all proposed key management and engineering personnel and specialists, using the forms **PER-1: Proposed Personnel** and **PER-2: Resume of Proposed Personnel** annexed to these Bidding Forms, and demonstrate his/her capability to act as key management and engineering personnel and specialist.
- 2.2 Key management and engineering personnel and specialists shall include Project Manager, Deputy Project Manager, Design Manager, Quality Assurance Manager and Safety Manager.
- 2.3 In addition to the above, the Bidder shall submit the following:
- (a) proposed organization chart with the necessary written information detailing the following:
 - (i) the operation of the overall organization, both in the Philippines and abroad
 - (ii) the role of the Project Manager
 - (iii) role of each functional team
 - (iv) number of manpower for each manufacturing units
 - (v) engagement of consultants
 - (vi) management of Subcontractors
 - (b) proposed manpower resource plan for staff and workers to be employed at Site during the duration of the Contract as well as detailed plan to secure the resources in the event they are not currently employed in the Bidder's organization.
- 2.4 The suitability of the proposed key management and engineering personnel and specialist to be deployed by the successful Bidder will be evaluated for acceptability. The corresponding list of the acceptable candidates for each position may be completed and attached to the Contract Agreement.

FORM PER -1: PROPOSED PERSONNEL

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Sub-Section 1.1.1.]

1.	Title of position: Project Manager
	Name
2.	Title of position: Deputy Project Manager
	Name
3	Title of position: Design Manager
	Name
4	Title of position: Quality Assurance Manager
	Name
5	Title of position: Safety Manager
	Name

FORM PER -2: RESUME OF PROPOSED PERSONNEL

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below.]

Name of Bidder

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
	Education	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Cooperate Affiliation/ Years with present employer

[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]

From	To	Company / Project / Position / Relevant technical and management experience

3. Method of Implementation of the Works

- 3.1 The Bidder's proposed method of implementation of the Works shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements, in all respects. The Bidder's proposals shall demonstrate such compliance and shall establish firmly the intended design and methodology.
- 3.2 For the purpose of the evaluation of Bid submission, the Bidder shall submit the following:
- (a) Project management plan detailing the organization, management and completion of the Works, both in the Philippines and abroad, according to the project requirements and schedule, including the management of commercial and costing matters
 - (b) Proposal for establishment of design team in the Philippines and abroad
 - (c) Design plan describing design development, review, verification, validation and change control management
 - (d) Method of management and co-ordination of interface between the Contractor, his equipment suppliers and Subcontractors and interfacing Contractors
 - (e) Proposal for establishment of Site and work areas
 - (f) Testing and commissioning plan at the manufacturers' plants both in the Philippines and abroad
 - (g) Method and particular requirements for manufacture and testing of Plant and materials prior to delivery to the Philippines
 - (h) Method and particular requirements for delivery of Plant and materials to the Philippines and to the Site
 - (i) Appreciation of access constraints
 - (j) Construction and Installation proposals
 - (k) Method and procedure for testing of Plant
 - (l) Training plans for operational and maintenance personnel
 - (m) Proposal for supply of spare parts and consumables
 - (n) Data for design life of Plant and proposal for overhaul of Plant
 - (o) Statement detailing how the project progress will be monitored and reported to the Engineer during the duration of the Contract including details of computer software packages to be used.
- 3.3 The Bidder that does not conduct business in the Country shall submit evidence/proposal that it will be represented by an agent or otherwise in the Country equipped and able to carry out the Bidder's defect liability and spare parts stocking obligations prescribed in the Contract.

4. Major Plant and Equipment

- 4.1 The Bidder shall provide a list of major plant and equipment intended to be mobilized at the Site including the plant and equipment described in Section III [Evaluation and Qualification Criteria] Sub-Section 1.1.2 as minimum requirement, to demonstrate clearly that it has the capability to carry out the Works and maintain the progress proposed by the Bidder and complete the whole of Works by the Completion Date.
- 4.2 The bidder shall provide the list and details of proposed items of plant and equipment using **Form EQU** annexed to these Bidding Forms hereto.

FORM EQU: EQUIPMENT

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Sub-Section 1.1.2. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

5. Proposed Subcontractors/ Manufacturers for Major Items of Plant and Installation Services

- 5.1 For the major items of the Works as listed by the Employer in Section III Evaluation and Qualification Sub-Section 2.5 (Subcontractors/ Manufacturers), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors/ manufacturers using Form SUB annexed to these Bidding Forms hereto, for each of those items.
- 5.2 The Bidder shall also provide adequate information about the subcontractors/ manufacturers to enable the Employer to assess the capability and suitability of the proposed subcontractors/ manufactures. Bidders are free to list more than one subcontractor/ manufacturer against each item of the Works. Quoted rates and prices will be deemed to apply to which ever subcontractor is appointed and no adjustment of the rates will be permitted. The Employer reserves the right to delete any proposed subcontractors/ manufacturers from the list prior to the date of acceptance of the Bid, and after discussion between the Employer and the Bidder, the approved subcontractors for each item concerned may be listed and attached to the Contract Agreement.
- 5.3 The Bidder's Bid shall name the same specialist subcontractors/ manufactures whose experience in the key activities are evaluated under EQC 2.4.2(a) and EQC 2.4.2(b) Specific Experience.
- 5.4 In the case of a Bidder who offers to supply and install major items of the Works under the Contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using Form MAN provided in these Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer's country.

FORM SUB:
**PROPOSED SUBCONTRACTORS/MANUFACTURERS FOR MAJOR
 ITEMS OF PLANT AND INSTALLATION SERVICES**

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

Joint Venture Party Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

A list of major items of Plant and Installation Services is provided below.

The following subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item.

No.	Major Items of Plant and Installation Services	Proposed Subcontractors / Manufacturers	Nationality / Country of Manufacturing	Statement of Similar Works Previously Executed
1	Bogie			
2	Wheel and Axle			
3	Brake Caliper			
4a	Traction Motor			
4b	Propulsion Unit			
5	Traction Controller			
6	Bearing non-disassembly exchange structure			
7	Gear Box			
8	Coupler			
9	Brake System with train-set brake control function			
10	Air Compressor			
11	Auxiliary Power Supply Equipment (Parallel synchronous operation method)			
12	Air Conditioning Unit			
13	Pantograph			
14	Door System			
15	Train Management System with control transmission			
16	LCD Display System for passenger cabin			
17	Battery			
18	Communications System			
19	Train Operation Simulator			
20	CCTV System			

**FORM MAN:
MANUFACTURER'S AUTHORIZATION**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Bid Submission]*

IFB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer or Manufacturer's authorized agent]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 11, Defect Liability, of the General Conditions of Contract, with respect to the goods offered by the above firm.

Name: *[insert complete name of person signing the Bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

6. Work Management Plan

- 6.1 The Bidder shall submit an Outline Work Management Plan as a part of the Bid, which shall provide a clear over-view of the Bidder's management system and methods to be used for completion of the Works.
- 6.2 The Bidder shall submit as part of his Bid an Outline Work Management Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient each Work Management Plan.

1. Outline Quality Management Plan

The Bidder shall establish and maintain a Quality Management System in accordance with Employer's Requirements for design, manufacture and on-site activities and their interfaces. This Quality Management System shall be applied without prejudice to or without limiting any Quality Management Systems that the Bidder already maintains. The Outline Quality Management Plan shall include an outline of procedures, regulations and the mechanism used to implement such procedures and regulations for ensuring quality as required under Employer's Requirements and the Conditions of the Contract.

2. Outline System Safety Management Plan

The Bidder shall submit as part of his Bid an Outline System Safety Management Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety procedures in the design, manufacturing, testing, pre-commissioning, commissioning and integrated testing, and minimizing the magnitude and seriousness of events or malfunctions, which could result in injury to passengers or staff and damage to equipment or property, but cannot be completely eliminated. The Outline System Safety Management Plan shall include an outline of safety procedures, regulations and the mechanism used to implement such procedures and regulations for ensuring safety as required under Employer's Requirements and the Conditions of the Contract.

3. Outline Site Safety Management Plan

The Bidder shall submit as part of his Bid an Outline Site Safety Management Plan based on "the guidance for the management of safety for construction works in Japanese ODA project" September 2014 published by JICA, which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety procedures in the execution and completion of the Works at the Site including installation, testing and commissioning. The Outline Site Safety Management Plan shall include an outline of safety procedures, regulations and the mechanism used to implement such procedures and regulations for ensuring safety as required under Employer's Requirements and the Conditions of the Contract.

4. Outline Environmental Management Plan

The Bidder shall submit as part of his Bid an Outline Environmental Management Plan illustrating the intended means of compliance with the requirements of the Employer's Requirements and setting out in summary form and adequate basic for the development of the more detailed document required submitting under the Conditions of the Contract and the Employer's Requirements. The Outline Environmental Management Plan shall contain sufficient information to demonstrate clearly the proposed method used to achieve the Bidder's environmental objectives with regard to requirements under the Contract.

7. SUPPLY SOURCE OF MAJOR SPARE PARTS, CONSUMABLES AND SPECIAL TOOLS, JIGS AND TEST EQUIPMENT

The bidder shall furnish a preliminary plan to supply spare parts, special tools, consumables, jigs and test equipment as follows:

- (a) provision of spare parts, special tools, consumables, jigs and test equipment in accordance with the Employer's Requirements, and
- (b) provision of spare parts and special tools for two (2) years after Taking-Over of the Works.

The Bidder shall also provide the information required in **Form SPA (a)** and **Form SPA (b)**.

FORM SPA (a):
MAJOR SPARE PARTS, SPECIAL TOOLS, CONSUMABLES, JIGS
AND TEST EQUIPMENT

The Bidder shall provide full particulars of major spare parts, special tools, consumables, jigs and test equipment in the table below:

No.	Description	Parts No.	Source of Supply	
			Supplier	County

**FORM SPA (b):
SPARE PARTS AND SPECIAL TOOLS FOR TWO (2) YEARS AFTER
TAKING-OVER OF THE WORKS.**

The Bidder shall also provide particulars in the format provided below (without prices), for spare part and special tools to be provided upon receipt of Employer’s instruction for two (2) years after Taking-Over of the Works.

No.	Description	Parts No.	Source of Supply	
			Supplier	County

JAPANESE ORIGIN OF PLANT, MATERIALS AND SERVICES (FORM ELG)

In accordance with ITB 5.1 Eligible Plant, Materials and Services, PC 4.1 Contractor's General Obligation and Section V Eligible Source Countries of Japanese ODA Loans, the goods and services at minimum Ninety Four Percent (94%) of the Accepted Contract Amount shall be procured from Japan, the Eligible Local Manufacturing Company(ies), the Eligible Development Partners' Manufacturing Company(ies), the Eligible Developed Countries' Manufacturing Company(ies) and the Eligible Foreign Company(ies), which are defined in Section V - Eligible Source Countries of Japanese ODA Loans.

The Bidder shall provide in the form below, a list of goods and services which shall be procured from those eligible sources at minimum Ninety Four Percent (94%) of the Accepted Contract Amount.

Item	Description of Goods and/or Services to be procured from Eligible Sources defined in Section V.	Manufacturers/ Classification of Sources	Quantity

**DECLARATION AS TO THE ORIGIN OF GOODS AND SERVICES
AND ELIGIBILITY OF THE BIDDER**

(Refer to Sub-Clause 4.1 of the Conditions of Contract)

[In case of the Contractor being single entity.]

To: ENGR. JAIME M. NAVARRETE, JR.
THE CHAIRPERSON,
SPECIAL BIDS AND AWARD COMMITTEE
Procurement Service,
PS Complex, RR Road
Cristobal, 662 Paco, Manila, Philippines

Declaration

Metro Manila Subway Project Phase 1 Project

I, the Undersigned, hereby certify that the total costs of goods and services procured from Japan, the Eligible Local Manufacturing Company (ies), the Eligible Development Partners' Manufacturing Company (ies), the Eligible Developed Countries' Manufacturing Company (ies) and the Eligible Foreign Company (ies) are *[Insert numbers of percentage]* percent (*[Insert figures]*) % of the amount of the Contract.

I, the Undersigned, further certify that *[Insert name of the Contractor]* satisfies either (a) or (b) below;

- (a) It was incorporated and is registered in Japan, has its appropriate facilities for producing or providing the goods and services in Japan, and actually conducts its business there; or
- (b) It satisfies all of the following conditions:
 - (i) It is a subsidiary included in the scope of consolidated and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances; and
 - (ii) It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.

Authorized Signatory

For and on behalf of the Contractor

Date:

[In case of the Contractor being a joint venture.]

To: ENGR. JAIME M. NAVARRETE, JR.
THE CHAIRPERSON,
SPECIAL BIDS AND AWARD COMMITTEE
Procurement Service,
PS Complex, RR Road
Cristobal, 662 Paco, Manila, Philippines

Declaration

Metro Manila Subway Project Phase 1 Project

I, the Undersigned, hereby certify that the total costs of goods and services procured from Japan, the Eligible Local Manufacturing Company (ies), the Eligible Development Partners' Manufacturing Company (ies), the Eligible Developed Countries' Manufacturing Company (ies) and the Eligible Foreign Company (ies) are *[Insert numbers of percentage]* percent (*[Insert figures]*) % of the amount of the Contract.

I, the Undersigned, further certify that the total share of work of Japanese partners in the joint venture in more than fifty percent (50%) of the contract amount; and that all of the following conditions are satisfied:

- (a) Lead partner and each of other partners, if any, regarded as Japanese partners satisfy either (i) or (ii) below;
 - (i) It was incorporated and is registered in Japan, has its appropriate facilities for producing or providing the goods and services in Japan, and actually conducts its business there; or
 - (ii) It satisfies all of the following conditions:
 - It is a subsidiary included in the scope of consolidated and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances; and
 - It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.
- (b) The partners except Japanese partners have been incorporated and registered in Japan or the Republic of the Philippines have their appropriate facilities for producing or providing the goods and services in Japan or the Republic of the Philippines, and actually conducted their business there.

Authorized Signatory

For and on behalf of the Contractor

Date:

**CONFIRMATION ON SUBSTANTIAL RESPONSIVENESS OF
 SYSTEM/SUB-SYSTEM TO THE EMPLOYER’S REQUIREMENT-
 TECHNICAL SPECIFICATION**

The Bidders should provide their substantial responsiveness by marking with a tick in Conformance column or number in ascending order in Partial Conformance and Non-conformance column with respective explanation below. Code column correspond with code in Employer’s Requirements– c) Technical Requirements, Section VI, Part 2.

Substantial Responsiveness in respect of Rolling Stock

Code	Description	Conformance	Non-conformance
1	System Requirements		
2	Vehicle Body		
3	Bogies		
4	Oil Injection		
5	Coupler and Draft Gear		
6	Vehicle Interior		
7	Lighting		
8	Doors and Door Control		
9	Ventilation and Air-Conditioning		
10	Braking System		
11	Pneumatic Equipment		
12	Propulsion System		
13	Primary Power System		
14	High Voltage Train Line		
15	Auxiliary Electrical Systems		
16	Train Management System		
17	Communication System		
18	Signaling System		
19	Image monitoring System		

20	System Assurance		
21	Inspection, Testing, and Commissioning		

Explanation:

The Bidder shall explain details if necessary.

UNDERTAKING ON COPY RIGHT (FORM)

To: ENGR. JAIME M. NAVARRETE, JR.
THE CHAIRPERSON,
SPECIAL BIDS AND AWARD COMMITTEE
Procurement Service,
PS Complex, RR Road
Cristobal, 662 Paco, Manila, Philippines

Letter of Undertaking

Metro Manila Subway Project Phase 1

We (*name of Bidder/JV*), hereby undertake that the Bidding Documents, both in hard copy and digitized format, purchased as a necessary part of our preparation of this Bid shall be used solely for the preparation of the Bid and that if the Bid is successfully accepted, shall be used solely for the Works under Contract Package CP107: Rolling Stock.

We further undertake that the aforesaid Bidding Documents shall not be used in whole or in part on any other project, scheme, design, or proposal by this organization.

Authorized Signatory

For and on behalf of the Contractor

Date:

BID INDEX (FORM)

The Bidder shall include with his Bid an index which cross refers all of the Employer’s Requirements elaborated in these documents to all the individual section within Bid Documents and Price Bid, which the Bidder intends to be the responses to each and every one of those requirements.

Bid Contents Checking List

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	Bid Security (Form Bid Security Bank Guaranty or Bid Bond)		N/A			
3	Acknowledgement of Compliance with Guideline for Procurement under Japanese ODA Loans (Form ACK)		N/A			
4	Written confirmation authorizing the signatory of the Bid to commit the Bidder		N/A			
5	A copy of the JV agreement or letter of intent, in the case of a Bid submitted by a JV		N/A			
6	Documentary Evidence establishing 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					
7.1	Programme -Proposed Works Programme -Proposed Design Submission Programme		N/A			
7.2	Organization of Personnel -Project Management Organization -Proposed Key Personnel -Personnel Mobilization Schedule (Forms PER-1, PER-2)		N/A			
7.3	Proposed Method of Implementation of the Works		N/A			

7.4	Major Plant and Equipment Intended to Mobilize at Site (Form EQU)		N/A			
7.5	Proposed Subcontractors/Manufacturers for Major Items of Plant and Installation Services (Form: SUB, Form: MAN)					
7.6	Work Management Plan -Outline Quality Management Plan -Outline System Safety Management Plan -Outline Site Safety Management Plan -Outline Environmental Management Plan		N/A			
7.7	Not used					
7.8	Supply Source of Major Spare Parts, Consumables and Special Tools, Jigs and Test Equipment (Form SPA (a))		N/A			
7.9	List of Recommended Spare Parts and Consumables for 2 years Initial Operation and Maintenance including Semi-Overhauling (Form: SPA (b))					
8	Japanese Origin of Plant, Materials and Services (Form ELG)		N/A			
9.	Declaration as to the origin of goods and services and eligibility of subcontractors/suppliers (Form: DECLARATION)		N/A			
10	Confirmation on Substantial Responsiveness of System/Sub-system to the Employer's Requirement-Technical Specification					
11	Undertaking on Copyright (Form: UNDERTAKING ON COPY RIGHT)		N/A			
12	Bid Index (Form : BID INDEX)		N/A			
Price Bid						
1	Letter of Price Bid		N/A			
2	Bid Price and Summary of Cost Centres		N/A			
3	Cost Centres		N/A			
4	Table of Adjustment Data for Foreign Currency and Local Currency		N/A			
5	Price List Of Spare Part And Special Tools To Be Provided Upon Receipt Of		N/A			

	Employer's Instruction For Two (2) Years After Taking-Over Of The Works					
--	--	--	--	--	--	--

PRICE BID

Preamble

The Bidder shall complete and include in the Price Bid as specified in the Contents of Bid, the Letter of Price Bid and Price List of Contractual Spare Parts, Consumables and Special Tools, Jigs and Test Equipment as detailed in this Section IV.

LETTER OF PRICE BID (FORM)

Date: *[insert date of Bid submission]*

Loan Agreement No.: PH-P267

IFB No.: 19-339-8

To:

ENGR. JAIME M. NAVARRETE, JR.
THE CHAIRPERSON,
SPECIAL BIDS AND AWARD COMMITTEE
Procurement Service,
PS Complex, RR Road
Cristobal, 662 Paco, Manila, Philippines

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 8). *[Insert the number and issuing date of each addendum]*;
- (b) We offer to carry out in conformity with the Bidding Documents, the following Works:
Contract Package CP107: Rolling Stock
- (c) The total price of our Bid excluding any discounts offered in item (d) below is:

Grand Total

Local Currency: _____ (in figure)

_____ (in words)

And

Foreign Currency: _____ (in figure)

_____ (in words)

- (d) The discounts offered and the methodology for their application are:

The discounts offered are: *[specify in detail each discount offered.]*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts.]* ;

- (e) Our Bid shall be valid for a period of _____ days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder**[insert complete name of person signing the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder***[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

COST CENTRES

Preambles to Cost Centres

- 1) The pricing for the Works is sub-divided in the Cost Centres with itemised works. The Bidder shall be fully responsible for ensuring that the prices, quantities and unit rates are entered accurately in the Price Schedules and are complete and adequate for the execution of the Works. The term “Cost Centres” used in this Bidding Documents shall have the same meaning as “Schedules of Prices” stated in ANNEX 3 SCHEDULES, SCH 1: Schedule of Prices.
- 2) The Cost Centres do not describe the Works completely in some respects and reference must be made to the Conditions of Contract and the Employer’s Requirements for details of the Works. The Bidder may subdivide the activities and/or add activities based on work sequences and methodologies.
- 3) The Contractor has no entitlement to additional payment or extension of the Time for Completion for any omission or alleged omission in the Cost Centres of any cost required for the execution of the Works.
- 4) A price shall be entered against each item in the Cost Centres. If no price is indicated against an item, the price for that item shall be deemed to have been included in the other items against which prices have been entered.
- 5) All prices entered in the Cost Centres shall be on lump sum basis, not subject to remeasurement or adjustment unless expressly provided for in the Contract.
- 6) To the extent acceptable to the Employer for the purposes of making payments or partial payments, valuing Variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor may be required to provide the Employer with a breakdown of any item in the Schedules.
- 7) The Employer shall indicate the amounts for the Provisional Sums except for the Daywork Costs which shall be entered by the Contractor. The Provisional Sums shall be inclusive of the Contractor’s overheads and profit except for the Provisional Sum for DB’s costs.
- 8) With the exception of the Provisional Sum for DB’s cost (which requires no prior instruction from the Engineer), the Provisional Sums included and so designated in the Cost Centres shall be expended in whole or in part at the direction of the Engineer, pursuant to Sub-Clauses 13.5 and 13.6 of the General Conditions.
- 9) The prices in the Cost Centres set out the amounts which the Contractor is entitled to claim in his application for an Interim Payment Certificate upon completion of the respective items in the Cost Centres unless it is otherwise stated in the Contract that partial payment is allowed prior to completion of the work item.

BID PRICE GRAND SUMMARY

Bid Price:

Local Currency: _____ (in figures)
_____ (in words)

And

Foreign Currency: _____ (in figures)
_____ (in words)

Description	Total Amount	
	Local	Foreign
Cost Centre A - Preliminaries and General Requirements		
Cost Centre B – Design		
Cost Centre C – Manufacture, Contractual Spare Parts, Consumables and Special Tools, Jigs and Test Equipment		
Cost Centre D – Delivery, Installation and Testing and Commissioning		
Cost Centre E – Provisional Sums		
Total of Cost Centres A to E without VAT		
VAT (12%)		
Total Bid Price with VAT		

Name of Bidder _____

Signature of Bidder _____ Date _____

COST CENTRE A: PRELIMINARES AND GENERAL REQUIREMENTS

Item No.	Work Description	Total Amount	
		Local	Foreign
A01	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for Submission of Performance Security, Bank Guarantee for Advance Payment and provision and maintenance of insurances for the Works as required by the Contract.		
A02	Project management		
	within the first 12 months		
	within the second 12 months		
	within the third 12 months		
	within the fourth 12 months		
	within remaining period		
A03	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for Contract planning, programming and monthly progress reporting		
	within the first 12 months		
	within the second 12 months		
	within the third 12 months		
	within the fourth 12 months		
	within remaining period		
A04	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for submission of the following documents not limited to: <ul style="list-style-type: none"> • Project Management Plan • Contract Programme • Quality Management Plan • Contractor Mobilization Programme 		
A05	Provide and erect, the Contractor offices, including secondary and off-site accommodation and equipment.		
A06	Provide and erect, staff, equip and operate the First Aid Base and HIV/AIDS Centre.		
A07	Obtain Notice of No Objection or Notice of No Objection With Comment(s) from the Engineer for submission of		

Item No.	Work Description	Total Amount	
		Local	Foreign
	Plan to supply spare parts and consumables for necessary for the maintenance works for 2 years initial operation including Semi-Overhaul		
A08	Obtain Notice of No Objection or Notice of No Objection With Comment(s) from the Engineer for submission of the following documents but not limited to the followings: - <ul style="list-style-type: none"> • Operation & Maintenance Instruction/Manuals • Requirements Management Plan • Public Relation Plan • Training Plan Delivery of training to operational and maintenance personnel.		
A09	Completion of obligations for Defects Notification Period(s).		
	Cost Centre amount carried forward BROUGHT FORWARD • Note: The Bidder may subdivide and/or add the activities.		
	COST CENTRE APPORTIONED AMOUNT CARRIED TO SUMMARY		

Note: In case of more than one foreign currency, the Bidder shall split the column Foreign Currency in two. (Total number of currencies shall not exceed three including Local Currency Philippines Peso and Foreign Currency Japanese Yen.)

Name of Bidder _____

Signature of Bidder _____ Date _____

COST CENTRE B: DESIGN

Item No.	Work Description	Total Amount	
		Local	Foreign
B01	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for Submission of Conceptual Design		
B02	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for Submission of Preliminary Design		
B03	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for Submission of Final Design		
B04	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for Mock up or Prototype at Contractor's offshore Factory		
B05	Other activities relating to the Design.		
	COST CENTRE APPORTIONED AMOUNT CARRIED TO SUMMARY		

Note: In case of more than one foreign currency, the Bidder shall split the column Foreign Currency in two. (Total number of currencies shall not exceed three including Local Currency Philippines Peso and Foreign Currency Japanese Yen.)

Name of Bidder _____

Signature of Bidder _____ Date _____

**COST CENTRE C: MANUFACTURE, CONTRACTUAL SPARE
 PARTS, CONSUMABLES AND SPECIAL TOOLS, JIGS AND TEST
 EQUIPMENT**

Item No.	Work Description	Total Amount	
		Local	Foreign
C01	Rolling Stock		
C01.1	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for Issue of substantially Completion of Inspection Certificate/FAT		
C01.1.1	The 1st Train Set of 8 Cars		
C01.1.2	The 2nd Train Set of 8 Cars		
C01.1.3	The 3rd Train Set of 8 Cars		
C01.1.4	The 4th Train Set of 8 Cars		
C01.1.5	The 5th Train Set of 8 Cars		
C01.1.6	The 6th Train Set of 8 Cars		
C01.1.7	The 7th Train Set of 8 Car		
C01.1.8	The 8th Train Set of 8 Cars		
C01.1.9	The 9th Train Set of 8 Cars		
C01.1.10	The 10th Train Set of 8 Cars		
C01.1.11	The 11th Train Set of 8 Cars		
C01.1.12	The 12th Train Set of 8 Cars		
C01.1.13	The 13th Train Set of 8 Cars		
C01.1.14	The 14th Train Set of 8 Cars		
C01.1.15	The 15th Train Set of 8 Cars		
C01.1.16	The 16th Train Set of 8 Cars		
C01.1.17	The 17th Train Set of 8 Cars		
C01.1.18	The 18th Train Set of 8 Cars		
C01.1.19	The 19th Train Set of 8 Cars		
C01.1.20	The 20th Train Set of 8 Cars		
C01.1.21	The 21st Train Set of 8 Cars		
C01.1.22	The 22nd Train Set of 8 Cars		
C01.1.23	The 23rd Train Set of 8 Cars		
C01.1.24	The 24th Train Set of 8 Cars		
C01.1.25	The 25th Train Set of 8 Cars		

C01.1.26 C01.1.27 C01.1.28 C01.1.29 C01.1.30	BROUGHT FORWARD The 26th Train Set of 8 Cars The 27th Train Set of 8 Cars The 28th Train Set of 8 Cars The 29th Train Set of 8 Cars The 30th Train Set of 8 Cars		
	COST CENTRE APPORTIONED AMOUNT CARRIED TO SUMMARY		

Note: In case of more than one foreign currency, the Bidder shall split the column Foreign Currency in two. (Total number of currencies shall not exceed three including Local Currency Philippines Peso and Foreign Currency Japanese Yen.)

Name of Bidder _____

Signature of Bidder _____ Date _____

Item No.	Work Description	Total Amount	
		Local	Foreign
C02	Obtain Notice of No Objection or Notice of No Objection With Comment(s) from the Engineer for manufacturing of the followings: -		
C02.1	Spare parts and consumables		
C02.2	Special tools and jigs.		
C02.3	Test and diagnostic equipment.		
C02.4	The remaining items considered necessary by the Contractor to comply with the Scope of Works for this Price Schedule.		
	Sub-total for Item C02		
	Note: The Bidder may subdivide and/or add the activities.		
	COST CENTRE APPORTIONED AMOUNT CARRIED TO SUMMARY		

Name of Bidder _____

Signature of Bidder _____ Date _____

COST CENTRE D: DELIVERY, INSTALLATION AND TESTING & COMMISSIONING

Item No.	Work Description	Total Amount	
		Local	Foreign
D01	Delivery to Site		
D01.1	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer after <ul style="list-style-type: none"> • Marine Insurance • Documents for shipment to Manila Port • Transit insurance from Port to Site • Formation of train and obtaining certificate of receiving inspection 		
D01.1.1	The 1st Train Set of 8 Cars		
D01.1.2	The 2nd Train Set of 8 Cars		
D01.1.3	The 3rd Train Set of 8 Cars		
D01.1.4	The 4th Train Set of 8 Cars		
D01.1.5	The 5th Train Set of 8 Cars		
D01.1.6	The 6th Train Set of 8 Cars		
D01.1.7	The 7th Train Set of 8 Car		
D01.1.8	The 8th Train Set of 8 Cars		
D01.1.9	The 9th Train Set of 8 Cars		
D01.1.10	The 10th Train Set of 8 Cars		
D01.1.11	The 11th Train Set of 8 Cars		
D01.1.12	The 12th Train Set of 8 Cars		
D01.1.13	The 13th Train Set of 8 Cars		
D01.1.14	The 14th Train Set of 8 Cars		
D01.1.15	The 15th Train Set of 8 Cars		
D01.1.16	The 16th Train Set of 8 Cars		
D01.1.17	The 17th Train Set of 8 Cars		
D01.1.18	The 18th Train Set of 8 Cars		
D01.1.19	The 19th Train Set of 8 Cars		
D01.1.20	The 20th Train Set of 8 Cars		
D01.1.21	The 21st Train Set of 8 Cars		
D01.1.22	The 22nd Train Set of 8 Cars		
D01.1.23	The 23rd Train Set of 8 Cars		
D01.1.24	The 24th Train Set of 8 Cars		
D01.1.25	The 25th Train Set of 8 Cars		
D01.1.26	The 26th Train Set of 8 Cars		
D01.1.27	The 27th Train Set of 8 Cars		
D01.1.28	The 28th Train Set of 8 Cars		
	Cost Centre amount carried forward		

Item No.	Work Description	Total Amount	
		Local	Foreign
	BROUGHT FORWARD		
Do1.1.29	The 29th Train Set of 8 Cars		
Do1.1.30	The 30th Train Set of 8 Cars		
D01.2	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for Completion of assembling the 1 st Train Set by the Contractor and commencing the Test on Completion.		
D01.2.1	The 1st Train Set of 8 Cars		
D01.2.2	The 2nd Train Set of 8 Cars		
D01.2.3	The 3rd Train Set of 8 Cars		
D01.2.4	The 4th Train Set of 8 Cars		
D01.2.5	The 5th Train Set of 8 Cars		
D01.2.6	The 6th Train Set of 8 Cars		
D01.2.7	The 7th Train Set of 8 Cars		
D01.2.8	The 8th Train Set of 8 Cars		
D01.2.9	The 9th Train Set of 8 Cars		
D01.2.10	The 10th Train Set of 8 Cars		
D01.2.11	The 11th Train Set of 8 Cars		
D01.2.12	The 12th Train Set of 8 Cars		
D01.2.13	The 13th Train Set of 8 Cars		
D01.2.14	The 14th Train Set of 8 Cars		
D01.2.15	The 15th Train Set of 8 Cars		
D01.2.16	The 16th Train Set of 8 Cars		
D01.2.17	The 17th Train Set of 8 Cars		
D01.2.18	The 18th Train Set of 8 Cars		
D01.2.19	The 19th Train Set of 8 Cars		
D01.2.20	The 20th Train Set of 8 Cars		
D01.2.21	The 21st Train Set of 8 Cars		
D01.2.22	The 22nd Train Set of 8 Cars		
D01.2.23	The 23rd Train Set of 8 Cars		
D01.2.24	The 24th Train Set of 8 Cars		
D01.2.25	The 25th Train Set of 8 Cars		
D01.2.26	The 26th Train Set of 8 Cars		
D01.2.27	The 27th Train Set of 8 Cars		
D01.2.28	The 28th Train Set of 8 Cars		
D01.2.29	The 29th Train Set of 8 Cars		
D01.2.30	The 30th Train Set of 8 Cars		
	Cost Centre amount carried forward		

Item No.	Work Description	Total Amount	
		Local	Foreign
D01.4	BROUGHT FORWARD Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for delivery of the contractual spare parts, consumables, special tools, jigs and test equipment and acceptance of taking over of them by the Employer		
D01.5	Obtain Notice of No Objection or Notice of No Objection with Comment(s) from the Engineer for Test and Commissioning and receiving the Taking-Over Certificate from the Engineer for train set No.1 (Prototype), No.2 through No.30		
D01.6	Completion of all Contractual Obligation to receive the Taking-Over Certificate for the Whole of Works. Note: The Bidder may subdivide and/or add the activities.		
	COST CENTRE APPORTIONED AMOUNT CARRIED TO SUMMARY		

Note: In case of more than one foreign currency, the Bidder shall split the column Foreign Currency in two. (Total number of currencies shall not exceed three including Local Currency Philippines Peso and Foreign Currency Japanese Yen.)

Name of Bidder _____

Signature of Bidder _____ Date _____

COST CENTRE E – PROVISIONAL SUMS

PROVISIONAL SUMS FOR DISPUTE BOARD’S COSTS, PUBLIC RELATIONS RELATED EVENTS AT SITE, PROVISION OF ASSISTANCE FOR RIGHT OF WAY ACCESS AND MONTHLY TRAINING OF EMPLOYER’S PERSONNEL

(a) Dispute Board’s Costs

This Provisional Sum is for payment of the Employer’s share of one-half of the remuneration and expenses of the Dispute Board (DB) pursuant to Sub-Clause 20.2 of the General Conditions. The Contractor’s overheads and profit shall not be applicable for payment of DB’s costs.

(b) Public Relations (PR) Related Events at Site

The Employer has the intention to hold events at site to foster public relations as well as to celebrate the achievement of certain construction milestones such as ground breaking and tunnel breaking. This Provisional Sum is for provision by the Contractor for venues, refreshments for attendees and any other requirement deemed necessary for such events.

	Description	Amount (PHP)
(a)	DB’s Costs	26,000,000
(b)	PR related Events at Site	15,000,000
(c)	Virtual Reality & Miscellaneous. items	25,000,000
(d)	DOTr Team Training	10,000,000
Total of Schedule E to be carried forward to Summary of Cost Centres:		76,000,000

Name of Bidder _____

Signature of Bidder _____ Date _____

**TABLE OF ADJUSTMENT DATA FOR FOREIGN CURRENCY
AND LOCAL CURRENCY**

TABLE OF ADJUSTMENT DATA FOR FOREIGN CURRENCY

(For Japanese Yen)

The weightings (coefficient b, c and d) for each of factors of cost shall be proposed by a Bidder in column (e), within the range specified by the Employer in column (f). The total weighting shall be equal to 1.00. The weighting proposed by a Bidder will be reviewed by the Employer, and the approved weighting will be attached to the Contract Agreement.

(For Japanese Yen)

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Index code and Factor	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC for payment	Bidder's Proposed weighting	Range of weighting acceptable by the Employer
Fixed	Nonadjustable	-	-			a: 0.15	A: 0.15
L: Labour	Labour Cost Index	LF*1	xxxxxx			b: _____	B:0.18 -0.22
E: Equipment	Equipment Index	EF*2	xxxxxxx			c: _____	C:0.33-0.37
M: Materials	Material Index	EM*3	xxxxxxx			d: _____	D:0.28-0.32
			Total			1.00	1.00

*1: Consumer Price Indexes, General of Monthly Static of Japan.

*2: Index for Leasing of machinery for civil engineering and construction under Leasing and rental, Corporate Services Price Index issued monthly by Bank of Japan.

*3: Construction Materials Price Index weighted & averaged for "Ceramics" and "Steel", Whole Construction Works in Tokyo, issued monthly by Research Institute of Construction Material Price and Wage in Japan.

[Note: The Base Value shall be announced by the Employer. Base value means the base cost indices or reference prices on the Base Date (GC13.8) which is the date 28days prior to the latest date for submission of the Bid.]

Name of Bidder _____

Signature of Bidder _____ Date _____

**TABLE OF ADJUSTMENT DATA FOR FOREIGN CURRENCY
 (Other than Japanese Yen)**

The weightings (coefficients b, c and d) for each of factors of cost shall be proposed by a Bidder in column (g), within the range specified in column (h) by the Employer. The total weighting shall be equal to 1.00. The weighting proposed by a Bidder will be reviewed by the Employer, and the approved weighting will be attached to the Contract Agreement.

Currency: _____ *[Insert name of currency other than Japanese Yen; if the Bidder wishes to quote in more than two foreign currencies then this table should be repeated for each foreign currency.]*

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Index code and Factor	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC for payment	Bidder's Proposed weighting	Range of weighting acceptable by the Employer
Fixed	Nonadjustable	-	-			<i>a: 0.15</i>	<i>A: 0.15</i>
L: Labour	Labour Cost Index		xxxxx			<i>b: _____</i>	<i>B:0.13 -0.17</i>
E: Equipment	Equipment Index		xxxxxx			<i>c: _____</i>	<i>C:0.28 -0.32</i>
M: Materials	Material Index		xxxxxx			<i>d: _____</i>	<i>D:0.38-0.42</i>
			Total			1.00	1.00

[Note: The source of index for the foreign currency other than Japanese Yen shall be proposed by the Bidder and agreed by the Employer. The base value and date for the relevant index shall be indicated by the Bidder and the copy of the reference index shall be attached hereto for identification purpose.]

Name of Bidder _____

Signature of Bidder _____ Date _____

TABLE OF ADJUSTMENT DATA FOR LOCAL CURRENCY

(For PhP)

The weightings (coefficient b, c and d) for each of factors of cost shall be proposed by a Bidder in column (e), within the range specified in column (f) by the Employer. The total weighting shall be equal to 1.00. The weighting proposed by a Bidder will be reviewed by the Employer, and the approved weighting will be attached to the Contract Agreement.

(For PhP)

(a)	(b)	(c)	(d)	(e)	(f)
Index code and Factor	Index description	Source of index	Base value and date	Bidder's Proposed weighting	Range of weighting acceptable by the Employer
For _____					
Fixed	Nonadjustable	-	-	a: 0.15	A: 0.15
L: Labour	Labour Cost Index	DOLE*1	xxxxxx	b: _____	B:0.13 -0.17
E: Equipment	Equipment Index	PSA*2	xxxxxxx	c: _____	C:0.38 -0.42
M: Materials	Material Index	PSA*2	xxxxxxx	d: _____	D:0.33-0.37
			Total	1.00	1.00

*1: The Department of Labor and Employment

*2: The Philippine Statistics Authority (PSA)

[Note: The Base Value shall be announced by the Employer. Base value means the base cost indices or reference prices on the Base Date (GC13.8), which is 28days prior to the latest date for submission of the Bid.]

**PRICE LIST OF SPARE PART AND SPECIAL TOOLS TO BE
PROVIDED UPON RECEIPT OF EMPLOYER'S INSTRUCTION FOR
TWO (2) YEARS AFTER TAKING-OVER OF THE WORKS**

1. The Bidder shall propose prices for the spare parts and special tools for 2 years after the Taking-Over of the Works 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 considered in the evaluation of the Bid.

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 _____

(This page is blank)

SECTION V.
ELIGIBLE SOURCE COUNTRIES OF JAPANESE ODA LOANS

ELIGIBLE SOURCE COUNTRIES OF JAPANESE ODA LOANS

Eligible Nationality

- (1) The Eligible Nationality of the Bidder(s) shall be the following as specified in the Operational Rules of Special Terms for Economic Partnership (STEP) of Japanese ODA Loan, February 2017:
 - (a) Japan in case of the prime contractor; and
 - (b) All countries and areas in the case of the subcontractor(s).
- (2) With regard to (1) above, in case where the prime contractor is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or the Republic of the Philippines and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount.
- (3) With regard to (1) and (2) above, for goods and services;
 - (i) The prime contractor or, in case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan, have their appropriate facilities for producing or providing the goods and services in Japan, and actually conduct their business there (hereinafter referred as the “Japanese Company”).
 - (ii) In case of a joint venture, the partners except Japanese partners shall be nationals of the Republic of the Philippines or juridical persons incorporated and registered in Japan or the Republic of the Philippines and have their appropriate facilities for producing or providing the goods and services in Japan or the Republic of the Philippines, and actually conduct their business there.
 - (iii) Notwithstanding (3)(i) above, a juridical person incorporated in a country or area other than Japan that satisfies all of the following conditions can be regarded as the Japanese Company;
 - It is a subsidiary included in the scope of consolidation and factored into the aggregated accounting figures of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances; and
 - It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.

Eligible Source Country(ies) for Procurement of Goods and Services

- (4) The total costs of goods and services procured from Japan shall not be less than Ninety Four Percent (94 %) of the Accepted Contract Amount.
 - (5) With regard to (4) above, the goods procured from the eligible local manufacturing company(ies) invested by the Japanese Companies (hereinafter referred to as the “Eligible Local Manufacturing Company(ies)”) can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the all of the following conditions:
 - (a) Juridical persons incorporated and registered in the Republic of the Philippines, and which have their appropriate facilities for producing or providing the goods and services in the Republic of the Philippines and actually conducted their business there;
 - (b) Not less than ten percent (10%) of shares are held by a single Japanese Company; and
 - (c) The proportion of the shares held by the Japanese Company mentioned in (b) above (or the company having the largest share among Japanese Companies if more than one Japanese Company meet the conditions stated in (b) above) is the same as or greater than that of the shares held by any company of a third country or area.
 - (6) With regard to (4) above, the goods procured from the eligible development partners’ manufacturing company(ies) invested by Japanese Companies (hereinafter referred to as “the Eligible Development Partners’ Manufacturing Company(ies)”) can be regarded and counted as Japanese origin if such Eligible Development Partners’ Manufacturing Company(ies) satisfy(ies) all of the following conditions:
 - (a) Juridical persons incorporated and registered in a country or area on Development Association Committee DAC List of ODA Recipients effective at the time of conclusion of the Loan Agreement (16 March 2018) and which have their appropriate facilities for producing or providing the goods and services in the country or area and actually conduct their business there;
 - (b) Not less than one-third of shares are held by a single Japanese Company; and
 - (c) The proportion of the shares held by the Japanese Company mentioned in (b) above (or the company having the largest share among Japanese Companies if more than one Japanese Company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country or area.
 - (7) With regard to (4) above, the goods procured from the eligible manufacturing company(ies) in developed countries invested by Japanese Companies (hereinafter referred to as “the Eligible Developed Countries’ Manufacturing Company(ies)”) can be regarded and counted as Japanese origin if such Eligible Developed Countries’ Manufacturing Company(ies) satisfy(ies) all of the following conditions:
 - (a) It is a subsidiary in a country or area other than Japan included in the scope of consolidation and factored into the aggregated accounting figures of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances;
 - (b) It was incorporated and is registered in a country or area other than that on the DAC List of ODA Recipients effective at the time of conclusion of the Loan Agreement (16 March 2018); and
 - (c) It has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein
 - (8) With regard to (4) above, the services procured from the eligible foreign company(ies) invested by the Japanese Companies (hereinafter referred to as the “Eligible Foreign Company(ies)”) can be
-

regarded and counted as Japanese origin if such Eligible Foreign Company(ies) satisfy (ies) all of the following conditions;

- (a) It is a subsidiary in a country or area other than Japan included in the scope of consolidation and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances; and
- (b) It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.