



General Bid Bulletin No.2
19 November 2020

IFB No. PB20-023-4

THE MALOLOS-CLARK RAILWAY PROJECT
AND THE
NORTH-SOUTH COMMUTER RAILWAY EXTENSION (NSCR-EX) PROJECT
PACKAGE CP NS-02: ROLLING STOCK COMMUTER TRAINSETS

TO ALL PROSPECTIVE BIDDERS:

This General Bid Bulletin is issued to amend/clarify certain provisions in the Bidding Documents for the abovementioned project. Please refer to the attached Annexes of this General Bid Bulletin duly approved by the end-user and co-implementer for details:

1. Annex "A" – Summary of References / Clause / Section and its corresponding Revision / amendments; and
2. Annex "A-1" – Amendments and Final Form as revised

All other portions of the Bidding Documents affected by these revisions, amendments and/or clarifications shall be made to conform to the same.

Revisions/amendments/clarifications made herein shall be considered an integral part of the Bidding Documents for this project.

For your information and guidance.

For the Bids and Awards Committee IV:



JOSEPH CONRAD D DUENAS
Chairperson

MEMORANDUM:

TO	:	THE CHAIRMAN AND MEMBERS Bids and Awards Committee IV
THRU	:	THE BAC SECRETARIAT
FROM	:	THE JOINT TECHNICAL WORKING GROUP (TWG) FOR CONTRACT PACKAGE NS-02
SUBJECT	:	GENERAL BID BULLETIN NO. 2
DATE	:	9 th November 2020

This Memorandum serves as an endorsement of the contents and attachments¹ of General Bid Bulletin No. 2, as prepared and recommended by the tender assistant, GCR Consortium, and endorsed by the Joint Technical Working Group (TWG) for Contract Package NS-02: Rolling Stock – Commuter Trainsets.

The TWG is respectfully submitting the contents of General Bid Bulleting No. 2, for the BAC's review and approval.

Respectfully Submitted By:

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ENGR. NARCISO PRECLARO JR.
Primary Member

Primary Member

Atty. Marija Crescelda V. Escalera

ATTY. CRESIELDA ECALNEA
Primary Member

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MR. ROMMEL RIVERA
Primary Member

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ENGR. ALFONSO ANDALEON
Primary Member

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ENGR. WARREN ZINGAPAN
Primary Member

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MR. WAN KHAIRUL ANUAR
Representative,
Greater Capital Railway,
Member

¹ Annex A, including its attachment, for GBB2 are attached to this Memorandum.

PACKAGE CP NS-02: ROLLING STOCK COMMUTER TRAINSETS

General Bid Bulletin No. 2

Annex A

ITEM NO.	REFERENCE/CLAUSE/SECTION	REVISIONS / AMENDMENTS
Volume I. Part 1 – Bidding Procedures		
1.	Page No. IFB-1 Item No.6 and No.7 General Bid Bulletin No. 1 (GBB1) issued on 15 September 2020	Please see amended IFB under Annex A-1 as per GBB1 issued on 29 September 2020.
2.	Page BDS-8	<u>Added note with the following:</u> Note: 1. The submission of the clarification shall be in hardcopy and editable soft copy to PS-DBM.
3.	Page BDS-11 Item 13	<u>Added item 13 with the following:</u> 13. Due to COVID-19, access to PNR property is restricted. All visitors are required to make application for a COVID-19 Work Access Permit using the link below. Bidder shall comply with the necessary procedure to obtain this permit. https://www.pnr.gov.ph/images/Forms/PNR_COVID19_Work_Access_Permit_Application_Form.pdf

PACKAGE CP NS-02: ROLLING STOCK COMMUTER TRAINSETS
General Bid Bulletin No. 2
Annex A

Volume II. Part 2 – Employer Requirement
Section VI
1. Scope of Work
2A) General Requirements (ERG)
2B) Technical Requirements (ERT)

ITEM NO.	REFERENCE/CLAUSE/SECTION	REVISIONS / AMENDMENTS
1.	Page SOW-2 Item 1.9	<u>Revised item 1.9 with the following:</u> 1.9 All the cost associated with the delivery of the rolling stock and other equipment to the site shall be covered by the Contractor.
2.	Page ERG-14 item 4.3.2.6	<u>Revised item 4.3.2.6 with the following:</u> 4.3.2.6 The contractor shall be responsible for all matters related to the safety and welfare of its Sub-Contractors and suppliers of any tier and all employees performing any part of the Works on the Site, and shall comply in every respect with the provisions of all relevant statutory regulations, procedures, manuals and notices and with all requirements of Philippine laws as are applicable. including but not limited to:
3.	Page ERG-14 Item 4.3.2.7	<u>Revised item 4.3.2.7 with the following:</u> 4.3.2.7 ADB recommendation to DOTr concerning COVID-19 dated 21st May 2020:

		<p>a) World Health Organization 2020. Considerations for Public Health and Social Measures in the Workplace in the Context of COVID-19 Geneva.</p> <p><u>1.2.1.1 https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19</u></p> <p>b) Government of the United Kingdom. 2020. Working Safely During COVID-19 in Construction and Other Outdoor Work: Guidance for Employers, Employees and the Self-Employed</p> <p><u>2.2.1.1https://assets.publishing.service.gov.uk/media/5eb961bfe90e070834b6675f/working-safely-during-covid-19-construction-outdoors-110520.pdf</u></p> <p>c) The Canadian Construction Association. 2020. COVID-19 – Standardized Protocols for All Canadian Construction Sites.</p> <p><u>3.2.1.1https://www.cca-acc.com/wp-content/uploads/2020/04/CCA-COVID-19-Standardized-Protocols-for-All-Canadian-Construction-Sites-04-16-20.pdf</u></p>
4.	Page ERG-34 Item 4.10.1.1.1	<p>Added item 4.10.1.1.1 with the following:</p> <p>c. The Contractor shall take pro-active measure to encourage employment of women and Persons with Disability (PWD) with the aim to achieve at least 20% women and 5% PWDs in skilled and un skilled positions in all stages of construction.</p>
5.	Page ERG-35 Item 5.3	<p>Added item 5.3 with the following:</p> <p>5.3 Local and Overseas Filipino Workers (OFW)</p> <p>5.3.1 For onshore works in the Philippines the contractor is encouraged and highly recommended to accommodate and give priority to local and Overseas Filipino Workers (OFW) displaced by COVID-19 and workers availing the Balik Probinsya Bagong Pag-asa program should not be less than 10% of their workforce, unless so such workers are available for the project as certified by</p>

		the Department of Labor and Employment (DOLE) Regional / Provincial/ Field Offices.
6.	Page ERG-53 Item 9.6.4	<p><u>Revised item 9.6.4 with the following:</u></p> <p>9.6.4 The Engineer shall respond in one of the following four ways:</p> <ol style="list-style-type: none"> NONO – Notice of No Objection; NONOC (B) – Notice of No Objection with type “B” comments; NONOC (C) – Notice of No Objection with type “C” comments; NOR – Notice of Rejection; and FIR – For information and record
7.	Page ERG-53 Item 9.6.5	<p><u>Revised item 9.6.5 with the following:</u></p> <p>9.6.5 Definition of the Engineer’s Responses:</p> <p>9.6.5.1 NONO - “Notice of No Objection”; The Engineer` endorsement for employer approval.</p> <p>9.6.5.2 NONOC (B) - “Notice of No Objection with type “B” comments”; If, following review of the submission, the Engineer discovers discrepancies, deficiencies, omissions or the like that are not of a critical nature, the Engineer shall made comments and the Contractor to address comments and resubmit. The Engineer to review the resubmission and to provide Engineer`s endorsement for Employer approval if comments are addressed.</p> <p>9.6.5.3 NONOC (C) - “Notice of No Objection with type “C” comments”; If, following review of the submission, the Engineer discovers discrepancies, deficiencies, omissions or the like that are not of a critical nature, the Engineer shall made comments and for minor comments, resubmission is not required. The minor comment may affect the future submission. The Engineer to provide Engineer`s endorsement for Employer approval considering minor comments.</p>

		<p>9.6.5.4 NOR – “Notice of Rejection”: The Engineer rejects endorsement for approval. The comments are critical in nature and submission shall be corrected and resubmit. The Engineer will review for endorsement upon resubmission by the Contractor.</p> <p>9.6.5.5 FIR – “For information and record”: Submission does not require any further action and submission to be archived by the Engineer.</p>
8.	Page ERG-78 Item 18.1	<p><u>Revised item 18.1 with the following:</u></p> <p>18.1 The Contractor shall use ComplyPro software to manage the requirement and supply a total of three (3) licenses to the Engineer and Employer. All the cost associated to the software usage and maintenance (including the license supplied to the Engineer and Employer) shall be under contractor own cost. The licenses shall be maintained until the issuance of the Performance Certificate for the final trainset.</p>
9.	Page ERG-98 Table B.1	<p><u>Revised table B.1 with the following:</u></p> <p>The CP NS-02 shall provide forty-eight (48) units of couplers and deliver to the CP NS-01 Contractor.</p>
10.	Page ERT-37 Item 4.1.13	<p><u>Revised item 4.1.13 with the following:</u></p> <p>4.1.13 The Contractor shall provide forty-eight (48) units of automatic couplers and deliver to the CP NS-01 Contractor for use on the maintenance vehicles supplied under the CP NS-01 contract. The delivery location and timing shall be determined during the CP NS-02 and CP NS-01 interface meetings.</p>

11.

Page ERT-127 to ERT 129
Item 24.2.5

Added item 24.2.5 with the following:

24.2.5 The spare part supplied during DNP shall include at least the below list of spare parts as minimum. The quantity shall be based on one (1) trainset basis. Final list shall be confirmed during design stage.:

No	Description
1	Wheel and Axle Assembly for Motor;
2	Wheel and Axle Assembly for Trailer Bogie;
3	Wheel Assembly;
4	Primary Suspension;
5	Secondary Suspension;
6	Tread Brake Assemblies;
7	Gearbox Assembly;
8	Flexible Coupling Assembly (link for Gear box and Traction Motor);
9	Traction Motor Assembly;
10	Current Return Assembly;
11	Air Compressor Assembly;
12	Air Drier for Compressed Air;
13	Pantograph Assembly;
14	Arrestor Assembly
15	Air Conditioning Unit Assembly;
16	ACU Compressor Assembly;
17	Unit Brake Assemblies;
18	Evaporator Blower Assembly;
19	Air Conditioning Unit (ACU) Control;
20	Battery Set;
21	Battery Contactor
22	Auxiliary Power Supply Equipment;
23	Replaceable Circuit Boards for (APSE);
24	Main Control Device (PCE);
25	Replaceable Circuit Boards for (PCE);
26	Major sub-assemblies of Main Control Devices;

		27	Master Controller (Rate Controller);	
		28	Cab Console Assembly;	
		29	Cab Switch Panel;	
		30	Cab Relay Board;	
		31	Jumper and Cable Assemblies;	
		32	Main Circuit Breaker;	
		33	CCTV Assemblies;	
		34	Semi-permanent Coupler and Draft Gear;	
		35	Slewing Ring;	
		36	Destination Sign Assembly;	
		37	Door Actuator;	
		38	Door Controller;	
		39	Interior Panel;	
		40	Windows;	
		41	Windscreen;	
		42	Passenger Door;	
		43	Cab Side Door;	
		44	Cab Saloon Door;	
		45	Passenger Seats;	
		46	Drivers Chair;	
		47	Panels of Cab;	
		48	Interior Lights;	
		49	Exterior Lights (head light, brake light, etc.);	
		50	Wiper Assembly;	
		51	Washer Tank;	
		52	Horn Assembly;	
		53	Train Management System;	
		54	Glass of Windows and Doors;	
		55	Flooring Material;	
		56	Power Electronic Control Equipment (PECE);	
		57	Brake Control Unit(BCU); and	
		58	Any other items.	

PACKAGE CP NS-02: ROLLING STOCK COMMUTER TRAINSETS

General Bid Bulletin No. 2

Annex A

ITEM NO.	REFERENCE/CLAUSE/SECTION	REVISIONS / AMENDMENTS
Volume III. Part 3 Condition of Contract (CoC)		
1.	Page PC-3 Item 1.1.3.3	<u>Revised item 1.1.3.3 with the following:</u> Seventy-eight (78) months for the whole of the Works including design. The Contractor is required to achieve elements of the Works by Key Dates specified in the Attachment-1 to Particular
2.	Page PC-9 KD 15	<u>Revised KD 15 with the following:</u> Achievement: Completion of Trial Operation support and the whole of the Works.
3.	Page PC-17 Item 6.2	<u>Removed item 6.2:</u> Engagement of Staff and Labor The Contractor shall take pro-active measures to encourage employment of women and PWDs with the aim to achieve at least 20% women and 5% PWDs in skilled and unskilled positions in all stages of construction. In accordance with Republic Act 7658, children below the age of 15 shall not be employed by the Contractor. Children between the ages of 15 to 18 years old shall be employed with proper consent from a parent and/or legal guardian and

		shall not be employed in dangerous work. The Contractor shall also observe and comply with the core labor standards."
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Annex A Attachment 1

INVITATION FOR BIDS (IFB)

Date: 15 September 2020

Loan Agreement No: PH-P270

IFB No: PB20-023-4

1. The Government of the Republic of the Philippines, through the Department of Finance (DOF), has received a Loan from the Japan International Cooperation Agency (JICA) towards the cost of the Malolos-Clark Railway Project and the North South Railway Project-South Line (Commuter). It is intended that part of the proceeds of this loan will be applied to eligible payments under the Contract for the Procurement of Package CP NS-02: Rolling Stock - Commuter Trainsets.
2. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans published in April 2012, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement.
3. The Department of Transportation (DOTr) as the Employer, through its Procuring Agent, Procurement Service (PS), now invites sealed Bids from eligible Bidders for the design, execution and completion of thirty-eight (38) commuter trainsets consisting of eight (8) Electric Multiple Units (a total of three hundred four [304] cars) ("the Works").
4. International Competitive Bidding (ICB) will be conducted in accordance with JICA's "Single-Stage Two-Envelope (Without Prequalification)" Bidding Procedure.
5. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the address indicated below from Mondays to Fridays during office hours from 8:00 AM to 6:00 PM:

Procurement Service
RR Road, Cristobal Street
Paco, Manila

Telephone Number: (+632) 8-2906300 (TL); 8-2906400 (TL)

Email Address: pd7@ps-philgeps.gov.ph

psdotr_cpns02@ps-philgeps.gov.ph

Websites: www.ps-philgeps.gov.ph/home/ [PS]

www.dotr.gov.ph [DOTr]

www.pnr.gov.ph [PNR]

6. A complete set of the Bidding Documents (with the General Conditions of Contract) may be purchased by interested Bidders upon the submission of a written application to the address indicated in item 5 above and upon payment of a non-refundable fee of Fifty Thousand Philippine Pesos (PHP 50,000.00). These Bidding Documents will be provided only to those Bidders who have paid the said non-refundable fee for the Bidding Documents, and may be collected from the office of the PS during the standard office working hours of 8:00 AM to 6:00 PM on weekdays.

In addition to the over the counter payment at Procurement Service Cashier and due to the extraordinary circumstance and consistent with the effort of the Philippine Government to curb the further spread of the contagion, **payments may also be made via online domestic and international bank transaction through the following account:**

Bank: **Land Bank of the Philippines – UN Branch**
Account Name: **Procurement Service – DBM**
Account No: **001442-1012-10**
Swift Code: **TLBPPHMMXX**

Important Notes:

- i. Due to 72-hours standard wire transfer clearing process for online transfers, bidders are strictly advised to ensure transfer of Submission of Bids or not later than 16 December 2020.
- ii. Bidders who choose to transfer payments online shall ensure that the amount transferred shall be sufficient to cover the transfer fees of correspondent banks upon conversion of the original currency to Philippines Pesos.
- iii. Bidder shall send proof of payment to the official BAC email on the same day of transfer.
- iv. Please refer to Annex A-1 for the list of Depository Bank.

The Bidding Documents (without the General Conditions of Contract) may also be downloaded by the Bidders free of charge from the websites of PS, DOTr and PNR (indicated in item 5 above), but Bidders must pay the said non-refundable fee for the Bidding Documents before the submission of their Bids:

7. The PS will hold a Pre-Bid Conference on 6 October 2020 at 10.00 AM at Procurement Service, RR Road, Cristobal Street, Paco, Manila, which will be open to all interested parties, including those who have not purchased the Bidding Documents. Pursuant to the Presidential Proclamation on **COMMUNITY QUARANTINE** and **STRICT** implementation of social distancing due to the COVID-19 pandemic, the Procurement Service shall limit the number of attendees to a maximum of three (3) representatives per organization. Interested bidders are advised to notify the Committee of their intent to physically attend, with an advice on the number and names of the representatives. The sated notification may be sent to the same official email address.

All interested parties may access the Pre-Bid Video Conference call through this link: meet.google.com/zkh-grqd-ubm using the Google Meet Platform on the scheduled Pre-bid conference as stated above. Potential bidders who access the link shall be required to input their attendance, name, representation, and contact details as traditionally required in physical meetings.

- 7.8. The provisions in the Instructions to Bidders and the General Conditions of Contract are as contained in the Standard Bidding Documents (SBD) under Japanese ODA Loans for SBD (Design Build) published by JICA in July 2015 (Trial Version).

- 8.9. Bids must be delivered to the address above on or before 10:00 AM on 16 December 2020 and must be accompanied by a Bid Security of Japanese Yen One Billion (JPY 1,000,000,000).
- 9.10. The Technical Bids will be opened in the presence of Bidders' representatives who choose to attend at the address given in item 5 above, immediately after the deadline for the submission of bids.

Joseph Conrad D Dueñas
Chairperson
Bids and Awards Committee IV

Annex A-1

<u>List of Depository Banks</u>				
<u>As of July 15, 2020</u>				
<u>Regular</u>				
<u>No</u>	<u>Name of Bank</u>	<u>Address</u>	<u>Currency</u>	<u>Account No.</u>
<u>1.</u>	<u>Standard Chartered GMBH</u>	<u>Thoedor-Heuss-Allee 112, d-6000036 Frankfurt (Main), Frankfurt</u>	<u>Euro</u>	<u>18009110</u>
<u>2.</u>	<u>Standard Chartered Bank</u>	<u>One Madison Avenue, New York, NY, 10010- 3603</u>	<u>US Dollar</u>	<u>3582-023189-001</u>
<u>3.</u>	<u>Standard Chartered Bank</u>	<u>21/f Sanno Park Tower, 2-11-1 Nagatacho, Chiyoda-ku, Tokyo, 100- 6155 Japan</u>	<u>Japanese Yen</u>	<u>2308126-1110</u>
<u>4.</u>	<u>Standard Chartered Bank</u>	<u>1 Aldermanbury Square, London EC2V 7SB</u>	<u>Pound Sterling</u>	<u>01266376701</u>
<u>5.</u>	<u>JP Morgan Chase Bank, N.A.</u>	<u>One Chase Manhattan Plaza, 30th Floor, New York, NY10081</u>	<u>US Dollar</u>	<u>544-7-37406</u>
<u>6.</u>	<u>DEV. Bank of Singapore Ltd</u>	<u>750E Chai Chee Road #08-04 Technopark @ Chai Chee Singapore 469005</u>	<u>Singapore Dollar</u>	<u>037-003584-0</u>
<u>7.</u>	<u>ANZ Banking Group Ltd</u>	<u>833 Collins St. Docklands 3008 Melbourne Australia</u>	<u>Australian Dollar</u>	<u>868505AUD00001</u>
<u>8.</u>	<u>Zurcher Kantonalbank, Zurich</u>	<u>Postfach, CH-8010 Zurich</u>	<u>Swiss Franc</u>	<u>0700-01289810</u>

<u>FCDU</u>				
<u>No</u>	<u>Name of Bank</u>	<u>Address</u>	<u>Currency</u>	<u>Account No.</u>
<u>1.</u>	<u>Abu Dhabi Commercial Bank</u>	<u>Head Office Building, 10F/PO Box 939, Shiek Zayed Rd., Dubai UAE</u>	<u>AED</u>	<u>10422998001001</u>
<u>2.</u>	<u>Bank of America</u>	<u>335 Madison Avenue, New York, New York 10048</u>	<u>US Dollar</u>	<u>6550-3-96426</u>
<u>3.</u>	<u>Bank of China</u>	<u>36th Floor Philamlife Tower, 8767 Paseo de Roxas, Makati City</u>	<u>Chinese Yuan</u>	<u>970025-2011-011</u>
<u>4.</u>	<u>Bank of New York Mellon</u>	<u>1 Wall Street, Floor 8, New York, New York 10043</u>	<u>US Dollar</u>	<u>8900492597</u>
<u>5.</u>	<u>Citibank PDDTS</u>	<u>10/f Citibank Tower, 8741 Paseo de Roxas, Makati City.</u>	<u>US Dollar</u>	<u>5-010492-019</u>

<u>6.</u>	<u>Citibank</u>	<u>460 West 33rd Street, New York, New York 10043</u>	<u>US Dollar</u>	<u>36008477</u>
<u>7.</u>	<u>Kookmin Bank *</u>	<u>9-1 Namdaemunno 2-ga, Jung-gu, Seoul, Korea</u>	<u>US Dollar</u>	<u>757-8-usd</u>
<u>8.</u>	<u>Landesbank Baden Wurtemberg Stuttgart</u>	<u>Am Hauptbahnhof 2, 70173 Stuttgart/ Germany</u>	<u>Euro</u>	<u>2807287</u>
<u>9.</u>	<u>Mizuho Corporate Bank</u>	<u>1-5-5, Otemachi, Chiyoda-ku, Tokyo 100- 8176, Japan</u>	<u>Japanese Yen</u>	<u>3714010</u>
			<u>US Dollar</u>	<u>3714010</u>
<u>10.</u>	<u>Overseas-Chinese Banking Corp. *</u>	<u>65 Chulla St., OCBC Center, Singapore 0104</u>	<u>US Dollar</u>	<u>501-044044-201</u>
			<u>Singapore Dollar</u>	<u>501-427678-001</u>
<u>11.</u>	<u>Shinhan Bank *</u>	<u>120, 2Ga Taepyung-Ro Jung-Gu, Seoul 100-102, Korea</u>	<u>US Dollar</u>	<u>0147494-USD-01</u>
<u>12.</u>	<u>Wells Fargo Bank NA</u>	<u>One South Broad Street, Philadelphia, PA 19107, PA 4818</u>	<u>US Dollar</u>	<u>2000191136030</u>
<u>13</u>	<u>Woori Bank *</u>	<u>51 Sogong-Ro Jung-gu Seoul 100-792 Korea</u>	<u>US Dollar</u>	<u>W1025001US</u>
			<u>Korea Won</u>	<u>W1025002KR</u>

INVITATION FOR BIDS (IFB)

Date: 15 September 2020

Loan Agreement No: PH-P270

IFB No: PB20-023-4

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2. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans published in April 2012, and is open to all Bidders from eligible source countries, as defined in the Loan Agreement.
3. The Department of Transportation (DOTr) as the Employer, through its Procuring Agent, Procurement Service (PS), now invites sealed Bids from eligible Bidders for the design, execution and completion of thirty-eight (38) commuter trainsets consisting of eight (8) Electric Multiple Units (a total of three hundred four [304] cars) ("the Works").
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Telephone Number: (+632) 8-2906300 (TL); 8-2906400 (TL)

Email Address: pd7@ps-philgeps.gov.ph

psdotr_cpns02@ps-philgeps.gov.ph

Websites: www.ps-philgeps.gov.ph/home/ [PS]

www.dotr.gov.ph [DOTr]

www.pnr.gov.ph [PNR]

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- iii. Bidder shall send proof of payment to the official BAC email on the same day of transfer.
- iv. Please refer to Annex A-1 for the list of Depository Bank.

The Bidding Documents (without the General Conditions of Contract) may also be downloaded by the Bidders free of charge from the websites of PS, DOTr and PNR (indicated in item 5 above), but Bidders must pay the said non-refundable fee for the Bidding Documents before the submission of their Bids.

7. The PS will hold a Pre-Bid Conference on 6 October 2020 at 10.00 AM at Procurement Service, RR Road, Cristobal Street, Paco, Manila, which will be open to all interested parties, including those who have not purchased the Bidding Documents. Pursuant to the Presidential Proclamation on **COMMUNITY QUARANTINE** and **STRICT** implementation of social distancing due to the COVID-19 pandemic, the Procurement Service shall limit the number of attendees to a maximum of three (3) representatives per organization. Interested bidders are advised to notify the Committee of their intent to physically attend, with an advice on the number and names of the representatives. The sated notification may be sent to the same official email address.

All interested parties may access the Pre-Bid Video Conference call through this link: meet.google.com/zkh-qrqd-ubm using the Google Meet Platform on the scheduled Pre-bid conference as stated above. Potential bidders who access the link shall be required to input their attendance, name, representation, and contact details as traditionally required in physical meetings.

8. The provisions in the Instructions to Bidders and the General Conditions of Contract are as contained in the Standard Bidding Documents (SBD) under Japanese ODA Loans for SBD (Design Build) published by JICA in July 2015 (Trial Version).

9. Bids must be delivered to the address above on or before 10:00 AM on 16 December 2020 and must be accompanied by a Bid Security of Japanese Yen One Billion (JPY 1,000,000,000).
10. The Technical Bids will be opened in the presence of Bidders' representatives who choose to attend at the address given in item 5 above, immediately after the deadline for the submission of bids.

Joseph Conrad D Dueñas
Chairperson
Bids and Awards Committee IV

Annex A-1

List of Depository Banks				
As of July 15, 2020				
	Regular			
No	Name of Bank	Address	Currency	Account No.
1.	Standard Chartered GMBH	Thoedor-Heuss-Allce 112, d-6000036 Frankfurt (Main), Frankfurt	Euro	18009110
2.	Standard Chartered Bank	One Madison Avenue, New York, NY, 10010- 3603	US Dollar	3582-023189-001
3.	Standard Chartered Bank	21/f Sanno Park Tower, 2-11-1 Nagatacho, Chiyoda-ku, Tokyo, 100- 6155 Japan	Japanese Yen	2308126-1110
4.	Standard Chartered Bank	1 Aldermanbury Square, London EC2V 7SB	Pound Sterling	01266376701
5.	JP Morgan Chase Bank, N.A.	One Chase Manhattan Plaza, 30 th Floor, New York, NY10081	US Dollar	544-7-37406
6.	DEV. Bank of Singapore Ltd	750E Chai Chee Road #08-04 Technopark @ Chai Chee Singapore 469005	Singapore Dollar	037-003584-0
7.	ANZ Banking Group Ltd	833 Collins St. Docklands 3008 Melbourne Australia	Australian Dollar	868505AUD00001
8.	Zurcher Kantonalbank, Zurich	Postfach, CH-8010 Zurich	Swiss Franc	0700-01289810

	FCDU			
No	Name of Bank	Address	Currency	Account No.
1.	Abu Dhabi Commercial Bank	Head Office Building, 10F/PO Box 939, Shiek Zayed Rd., Dubai UAE	AED	10422998001001
2.	Bank of America	335 Madison Avenue, New York, New York 10048	US Dollar	6550-3-96426
3.	Bank of China	36 th Floor Philamlife Tower, 8767 Paseo de Roxas, Makati City	Chinese Yuan	970025-2011-011
4.	Bank of New York Mellon	1 Wall Street, Floor 8, New York, New York 10043	US Dollar	8900492597
5.	Citibank PDDTS	10/f Citibank Tower, 8741 Paseo de Roxas, Makati City.	US Dollar	5-010492-019
6.	Citibank	460 West 33 rd Street, New York, New York 10043	US Dollar	36008477
7.	Kookmin Bank *	9-1 Namdaemunno 2-ga,	US Dollar	757-8-usd

		Jung-gu, Seoul, Korea		
8.	Landesbank Baden Wurtemberg Stuttgart	Am Hauptbahnhof 2, 70173 Stuttgart/ Germany	Euro	2807287
9.	Mizuho Corporate Bank	1-5-5, Otemachi, Chiyoda-ku, Tokyo 100- 8176, Japan	Japanese Yen	3714010
			US Dollar	3714010
10.	Overseas-Chinese Banking Corp. *	65 Chulla St., OCBC Center, Singapore 0104	US Dollar	501-044044-201
			Singapore Dollar	501-427678-001
11.	Shinhan Bank *	120, 2Ga Taepyung-Ro Jung-Gu, Seoul 100-102, Korea	US Dollar	0147494-USD-01
12.	Wells Fargo Bank NA	One South Broad Street, Philadelphia, PA 19107, PA 4818	US Dollar	2000191136030
13.	Woori Bank *	51 Sogong-Ro Jung-gu Seoul 100-792 Korea	US Dollar	W1025001US
			Korea Won	W1025002KR

ATTACHMENT-1 TO THE BID DATA SHEET

TEMPLATE FOR CLARIFICATIONS

THE MALOLOS – CLARK RAILWAY PROJECT AND THE NORTH SOUTH RAILWAY PROJECT-SOUTH LINE (COMMUTER)	
CP NS-02: ROLLING STOCK - COMMUTER TRAINSETS	
Name of Prospective Bidder:	<i>[Insert name of prospective bidder]</i>
Date:	<i>[Insert date of submission of queries/comments]</i>

Item No.	Volume & Section No.	Page No.	Clause No. / Title	Reference Text (if necessary)	Clarification Request	Proposed Revised Text (if any)
1						
2						
3						
4						
5						

Note:

1. The submission of the clarification shall be in hardcopy and editable soft copy to PS-DBM.

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required, must be requested in writing and addressed to the PS BAC, and they may be issued through a supplement/bid bulletin in the websites of the PS, DOTr and PNR, if PS or DOTr considers it appropriate to issue them.

11. Minutes of the site visit will not be prepared. Any statement made by any official, employee, personnel and/or contractor of PS, DOTr, PNR or any of their personnel shall not be binding nor render any effect with respect to the subject procurement process or project unless the same is addressed or contained in a duly promulgated supplement/bid bulletin.

12. Unless otherwise amended by a subsequent version, the provisions in these guidelines shall continue to apply.

~~12.~~13. Due to COVID-19, access to PNR property is restricted. All visitors are required to make application for a COVID-19 Work Access Permit using the link below. Bidder shall comply with the necessary procedure to obtain this permit.

https://www.pnr.gov.ph/images/Forms/PNR_COVID19_Work_Access_Permit_Application_Form.pdf

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outcome of the Engineer’s review.

1.4 Driver’s Cab and saloon Mock-Up

The Contractor shall provide a full size fully equipped driver’s and saloon cab mock-up for evaluation of the cab design as specified in Sub-Clause 1.2.7 of the ERT.

1.5 Train Operation Simulator Parts

The Contractor shall provide a Simulator parts as specified in Sub-Clause 25 of the ERT.

1.6 Manufacturing

The Contractor shall manufacture thirty-eight (38) 8-cars train sets, total of 304 vehicles. Manufacturing of the vehicles and equipment shall be carried out under accepted production and certified quality control processes to the JIS Q9001 or other equivalent standards.

1.7 Procurement of Materials, Components and Sub-Systems

The Contractor shall procure materials, components and sub-systems which are required for the Rolling Stock manufacturing. The materials to be used in the manufacturing shall be of high quality and comply with relevant international standards acceptable to the Engineer. All materials, components and sub-systems shall be procured from reputable suppliers which are ISO 9001 certified or working toward this certification.

1.8 Inspection, Testing and Commissioning

The Contractor shall test all vehicles to ensure compliance to the specified performances in the ERT. Tests are categorized into Factory Acceptance Test (FAT), Site Acceptance Test (SAT), Testing and Commissioning.

FAT shall be conducted at the manufacturer’s facility with SAT, Testing and Commissioning being conducted after delivery to the Site.

System Integration Test (SIT) shall be conducted together with Signaling, Telecommunications and other suppliers as a part of SAT and Testing and Commissioning.

1.9 Delivery of Rolling Stock to the Site

The Contractor shall deliver the completed Rolling Stock by whichever means necessary to the Site as designated by the Engineer to meet the requirements of the Project delivery schedules and shall unload the Rolling Stock at the specified location.

All cost associated with the delivery of the rolling stock and other equipment to the site shall be covered by the Contractor.

1.10 Provision for Spare Parts and Special Tools

Spare parts, consumables, special tools and diagnostic test equipment shall be provided by the Contractor for the maintenance of the Rolling Stock.

The Contractor shall submit a comprehensive list of recommended spare parts in

outcome of the Engineer’s review.

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- 4.3.2.7 ADB recommendation to DOTr concerning COVID-19 dated 21st May 2020:
- a) World Health Organization 2020. Considerations for Public Health and Social Measures in the Workplace in the Context of COVID-19. Geneva.
~~1.2.1.1~~ <https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19>
 - b) Government of the United Kingdom. 2020. Working Safely During COVID-19 in Construction and Other Outdoor Work: Guidance for Employers, Employees and the Self-Employed
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 - c) The Canadian Construction Association. 2020. COVID-19 – Standardized Protocols for All Canadian Construction Sites.
~~3.2.1.1~~ <https://www.cca-acc.com/wp-content/uploads/2020/04/CCA-COVID-19-Standardized-Protocols-for-All-Canadian-Construction-Sites-04-16-20.pdf>
- 4.3.2.8 The Contractor shall submit specific COVID-19 Risk Management Plan which shall be issued with the Bid and resubmit within 28 days of the Award of Contract. This resubmission shall contain modifications to reflect the changes which have occurred between the Date for Submission of the Bid and Award of Contract
- 4.3.2.9 The Contractor shall ensure that proper and adequate health and safety provisions, including those set out in this Project, are included in subcontracts placed by the Contractor. The consumption by Contractor's personnel of alcoholic drinks or partaking of any drug or other substance that might impair proper performance of their duties on the Site is strictly forbidden. The Contractor shall establish a policy, procedures and standards for providing a workplace that is free from harassment, intimidation, and threats. This includes but is not limited to threats of violence, physical challenges to fight, stalking, attempted assault, or assaulting by or against employees, customer employees, vendors, visitors, and members of the public.
- 4.3.2.10 The Contractor shall have a policy of “zero tolerance” regarding violence in the workplace and shall take all reasonable steps to prevent or address any acts or threats of this nature.

4.4 Site Safety Management Plan (SSMP)

- 4.4.1 The Contractor shall submit a Site Safety Management Plan in English. This plan shall include the approach and structure that the detailed plan shall take and, in particular, shall address the following items:
- a. The Contractor's Health and Safety Policy Statement;
 - b. The Contractor's organization and arrangements for health and safety. Particular reference shall be made to the site arrangements and procedures for ensuring compliance with health and safety legislation, regulations, codes of practice and, where relevant, National Standards and other international standards;
 - c. Nomination of a Safety Officer reporting to Project Manager who shall have an overview of all Site safety matters. The responsibilities, qualifications, training and experience of those nominated shall be specified. The name of the Safety Officer shall be made known to the Engineer. The name, address, educational qualification,

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- c. Nomination of a Safety Officer reporting to Project Manager who shall have an overview of all Site safety matters. The responsibilities, qualifications, training and experience of those nominated shall be specified. The name of the Safety Officer shall be made known to the Engineer. The name, address, educational qualification,

The GBV Action Plan needs to include specific arrangements for the project by which GBV risks will be addressed. This includes components such as:

- (3) Awareness Raising Strategy, which describes how workers and local communities will be aware and sensitized to GBV risks, and the Employer’s responsibilities under the CoC;
- (4) Policies Governing the Workplace, which details clear policy regarding non-tolerance of sexual harassment in the workplace. These are also expected to be included, as minimum requirements, in the Contractor’s Code of Conduct. Illustrative templates should be developed for these policies.
- (5) GBV Intake Mechanism, which will detail how the Employer will receive GBV-related complaints, data- gathering in relation to the complaints, and the necessary subsequent procedures thereafter;
- (6) GBV Referral Mechanism, to which the Employer will refer GBV survivors to necessary government offices, local police, and other potential sources of further action and services;
- (7) GBV Monitoring and Evaluation Strategy, which describes the safety measures to be implemented for the benefit of monitoring the general condition of the project;
- (8) GBV Allegation Procedures; how the project will provide information to employees and the community on how to report cases of GBV CoC breaches to Grievance Redress Mechanism (GRM).

(8)c. The Contractor shall take pro-active measures to encourage employment of women and Persons with Disability (PWD) with the aim to achieve at least 20% women and 5% PWDs in skilled and un skilled positions in all stages of construction.

- 4.10.1.2 A summary of all recording, monitoring, investigation and mitigation of all gender-based violence and sexual harassment-related cases committed by the Contractor’s and Sub-Contractor’s personnel to person on and near the site.
- 4.10.1.3 The contractor shall adopt the Gender and Development (GAD) policy by providing the below:
 - a. Conduct Ethic and Behavioral Coaching training;
 - b. Provide the Gender-Based Violence (GBV) and Sexual Harassment (SEAH) Awareness and Response Training;
 - c. Other relevant training that the Employer deem necessary.
- 4.10.1.4 The employment status shall include monitoring of above-mentioned training content compliance.

5 Safety Considerations for Design

5.1 General

- 5.1.1 The safety of passengers and staff is of great concern, therefore considerable attention has been paid in setting out the parameters for design to matters that can have an effect on safety and availability. This includes not only the performance of the trains, but also such matters as maintenance of tolerable environmental conditions and standby operation under emergency conditions.
- 5.1.2 The goal is zero harm for the passengers, staff, project partner staff and customers to

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5.1.2 The goal is zero harm for the passengers, staff, project partner staff and customers to prevent injury and ill health. This goal is driven by our expectations of continual

prevent injury and ill health. This goal is driven by our expectations of continual improvement in all activities both in this NSCR-EX project and our project partner, based upon risk and organizational benefit.

- 5.1.3 Hence, the Contractor shall bear in mind the safety requirements and ensure that the design and performance of MCRP and NSRP-South Rolling Stock and equipment maintain high safety.
- 5.1.4 The Contractor shall pay due attention to the need to safeguard the staff who shall be required to operate and maintain the MCRP and NSRP-South Line. For guidance, but without limiting the Contractor's responsibilities as to safety requirements, the principal aspects to be considered and incorporated into the Works shall include:
 - a. The provision of metallic guards to all moving parts such as gears, belt drives, chain drives, interlocking mechanisms and similar items;
 - b. Notices for hazards and high voltages;
 - c. Provision for lubricating, greasing, adjusting and other maintenance facilities that can be reached without hazard; and
 - d. Identification of all equipment, wires, connectors, etc.

5.2 Materials

- 5.2.1 All apparatus, connections and cabling shall be designed and arranged to minimize the risk of fire and any damage, which might be caused in the event of fire. Wherever practicable, materials shall be used which do not support combustion and which do not give off smoke, corrosive or toxic fumes, when heated.

5.2.2 Materials shall be selected which provide the minimum practicable hazard, and care shall be taken to minimize the risk of the effects of any fire extending beyond the place of its initiation.

~~5.2.2~~

5.3 Local and Overseas Filipino Workers (OFW)

5.3.1 For onshore works in the Philippines the contractor is encouraged and highly recommended to accommodate and give priority to local and Overseas Filipino Workers (OFW) displaced by COVID-19 and workers availing the Balik Probinsya Bagong Pag-asa program should not be less than 10% of their workforce, unless so such workers are available for the project as certified by the Department of Labor and Employment (DOLE) Regional / Provincial/ Field Offices.

6 Common Technical Requirements for All Equipment

6.1 Standards

- 6.1.1 Where no particular national or international standard is specifically stated in the documents, the Works shall comply with the relevant standard, code, or recommendation of the following organizations:
 - a. Philippines National Standards (PNS);
 - b. Japanese Industrial Standards (JIS);
 - c. The International Organization for Standardization (ISO);
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 - e. International Union of Railways (UIC);
 - f. European Norm (EN);

- a. The Contractor shall issue to the Engineer six (6) prints of each drawing and a copy of the electronic files. The electronic format shall be as given Notice of No Objection by the Engineer, but must allow the Engineer to clearly document future changes;
 - b. The Contractor shall provide to the Engineer six prints of all networks and programs and a copy of the electronic files. The electronic format shall be as given Notice of No Objection by the Engineer; and
 - c. If original text of any technical literature provided by the Contractor is not in the English language, the Contractor shall submit an unofficial but accurate English translation of the text.
- 9.5.2** Detailed manufacturing drawings shall not be required for review, but shall be made available for examination or shall be submitted for comment if the Engineer so requires.
- 9.5.3** Nothing in the foregoing shall preclude the Engineer from requiring the Contractor to submit any further design, drawings, specifications, calculations, schedules, samples, patterns or models in connection with the Contract, or to explain any point of design, installation, operation or maintenance of the equipment.
- 9.6 Review of Drawings, Documents and Other Information**
- 9.6.1** Based upon the final time schedule, the Contractor shall allow for a period of twenty-one (21) days from the date of receipt of submittals by the Engineer to the issue of his comments.
- 9.6.2** Any action taken by the Contractor to proceed with any part of the Works before the drawings are reviewed by the Engineer shall be entirely at the Contractor’s risk, and any subsequent addition or modification to the Works requested by the Engineer shall be carried out by the Contractor at his own expense.
- 9.6.3** The Contractor shall also submit to the Engineer any further detailed drawings the Engineer may reasonably require of any components or equipment, in order to assess the design and its compliance with the Contract.
- 9.6.4** The Engineer shall respond in one of the following four ways:
- a. ~~Category ANONO – Notice of No Objection-Comment;~~
 - b. ~~Category BNONOC (B) – Comments as Noted~~ Notice of No Objection with type “B” comments;
 - c. ~~Category CNONOC (C) – Resubmission~~ Notice of No Objection with type “C” comments; and
 - d. ~~Category DNOR – For Information Only~~ Notice of Rejection; and:
 - e. FIR – For information and record
- 9.6.5** Definition of the Engineer’s Responses:
- 9.6.5.1** ~~Category ANONO - “No-Comment~~ Notice of No Objection”; ~~Where the Engineer~~ endorsement for employer approval has no comment pursuant to review of a submission, the Engineer shall so notify the Contractor.
- 9.6.5.2** ~~Category BNONOC (B) - “Comments as Noted~~ Notice of No Objection with type “B” comments”; If, following review of the submission, the Engineer discovers discrepancies, deficiencies, omissions or the like that are not of a critical nature, the Engineer shall ~~respond to these comments~~ made comments and the Contractor to address comments and resubmit with proposals on how they shall be addressed. Following the issue of “Comments as Noted” by the Engineer, the Contractor is entitled to proceed to

~~the next stage of the related works subject to the inclusion of amendments necessary to address the comments. No issue of a notice of “Comments as Noted” concerning a Contractor’s document or a sample shall be a ground for extension of time or claim for additional cost. The Engineer to review the resubmission and to provide Engineer’s endorsement for Employer approval if comments are addressed.~~

9.6.5.3 ~~Category CNONOC (C) - “Notice of No Objection with type “C” commentsResubmission”~~; If, following review of the submission, the Engineer discovers discrepancies, deficiencies, omissions or the like that are not of a critical nature, the Engineer shall made comments and for minor comments, resubmission is not required. The minor comment may affect the future submission. The Engineer to provide Engineer’s endorsement for Employer approval considering minor comments. ~~The Engineer may provide comments with reasons to the Contractor that the Contractor’s document or sample in its current form does not comply with one or more of the requirements of the Contract. Such comments shall be addressed by resubmission of the Contractor’s documents or sample at the current stage before proceeding with any of the related works. In its response to the comments, the Contractor shall advise which elements of the Contractor’s document or sample it intends to resubmit. No review or comment provided by the Engineer – or the absence of review or comment – shall be construed as derogation of the Contractor’s responsibility for fulfillment of the requirements of the Contract. No request for “Resubmission” of a Contractor’s document or a sample shall be a ground for extension of time or claim for additional cost.~~

9.6.5.4 ~~Category DNOR – “For Information OnlyNotice of Rejection”~~: for submittals of Contractor’s documents that do not require the Engineer’s consent ~~The Engineer rejects endorsement for approval. The comments are critical in nature and submission shall be corrected and resubmit. The Engineer will review for endorsement upon resubmission by the Contractor.~~

~~9.6.5.49.6.5.5~~ **FIR – “For information and record”**: Submission does not require any further action and submission to be archived by the Engineer.

~~9.6.5.59.6.5.6~~ The Contractor shall be responsible for preparing and keeping up to date a contract drawing list showing the numbers and titles of each drawing and the current status of approval by the Engineer. Two copies of the whole list shall be sent to the Engineer at monthly intervals. Copies of revised pages of the list shall be distributed whenever a drawing is revised and resubmitted.

~~9.6.5.69.6.5.7~~ Following approval of drawings, the Contractor shall issue to the Engineer six (6) prints of each drawing given Notice of No Objection and a copy of the electronic files. The electronic format shall be as given Notice of No Objection by the Engineer, but must allow the Engineer to clearly document future changes.

~~9.6.5.79.6.5.8~~ No approval by the Engineer shall absolve the Contractor from any of their duties, responsibilities or liabilities under the Contract.

9.7 Employer's Plant, Equipment and Property

9.7.1 Plant forming part of the Works may be used by the Contractor only with the approval of the Employer and if so used, the Contractor shall be responsible for restoring it to an 'as new' condition before carrying out the completion tests.

9.7.2 The Contractor shall be responsible for the protection, watching, lighting and safe custody of all plant, equipment and property being used by the Contractor for the Works or left on the Site.

9.7.3 If and when such plant or equipment is loaned free of charge to the Contractor by the

- 9.5.3** Nothing in the foregoing shall preclude the Engineer from requiring the Contractor to submit any further design, drawings, specifications, calculations, schedules, samples, patterns or models in connection with the Contract, or to explain any point of design, installation, operation or maintenance of the equipment.

9.6 Review of Drawings, Documents and Other Information

- 9.6.1 Based upon the final time schedule, the Contractor shall allow for a period of twenty-one (21) days from the date of receipt of submittals by the Engineer to the issue of his comments.
- 9.6.2 Any action taken by the Contractor to proceed with any part of the Works before the drawings are reviewed by the Engineer shall be entirely at the Contractor’s risk, and any subsequent addition or modification to the Works requested by the Engineer shall be carried out by the Contractor at his own expense.
- 9.6.3 The Contractor shall also submit to the Engineer any further detailed drawings the Engineer may reasonably require of any components or equipment, in order to assess the design and its compliance with the Contract.
- 9.6.4 The Engineer shall respond in one of the following four ways:
- a. NONO – Notice of No Objection;
 - b. NONOC (B) – Notice of No Objection with type “B” comments;
 - c. NONOC (C) – Notice of No Objection with type “C” comments;
 - d. NOR – Notice of Rejection; and
 - e. FIR – For information and record
- 9.6.5 Definition of the Engineer’s Responses:
- 9.6.5.1 **NONO - “Notice of No Objection”**; The Engineer’ endorsement for employer approval.
- 9.6.5.2 **NONOC (B) - “Notice of No Objection with type “B” comments”**; If, following review of the submission, the Engineer discovers discrepancies, deficiencies, omissions or the like that are not of a critical nature, the Engineer shall made comments and the Contractor to address comments and resubmit. The Engineer to review the resubmission and to provide Engineer’s endorsement for Employer approval if comments are addressed.
- 9.6.5.3 **NONOC (C) - “Notice of No Objection with type “C” comments”**; If, following review of the submission, the Engineer discovers discrepancies, deficiencies, omissions or the like that are not of a critical nature, the Engineer shall made comments and for minor comments, resubmission is not required. The minor comment may affect the future submission. The Engineer to provide Engineer’s endorsement for Employer approval considering minor comments..
- 9.6.5.4 **NOR – “Notice of Rejection”**: The Engineer rejects endorsement for approval. The comments are critical in nature and submission shall be corrected and resubmit. The Engineer will review for endorsement upon resubmission by the Contractor.
- 9.6.5.5 **FIR – “For information and record”**: Submission does not require any further action and submission to be archived by the Engineer.
- 9.6.5.6 The Contractor shall be responsible for preparing and keeping up to date a contract drawing list showing the numbers and titles of each drawing and the current status of approval by the Engineer. Two copies of the whole list shall be sent to the Engineer at monthly intervals. Copies of revised pages of the list shall be distributed whenever a

drawing is revised and resubmitted.

- 9.6.5.7 Following approval of drawings, the Contractor shall issue to the Engineer six (6) prints of each drawing given Notice of No Objection and a copy of the electronic files. The electronic format shall be as given Notice of No Objection by the Engineer, but must allow the Engineer to clearly document future changes.
- 9.6.5.8 No approval by the Engineer shall absolve the Contractor from any of their duties, responsibilities or liabilities under the Contract.

9.7 Employer's Plant, Equipment and Property

- 9.7.1 Plant forming part of the Works may be used by the Contractor only with the approval of the Employer and if so used, the Contractor shall be responsible for restoring it to an 'as new' condition before carrying out the completion tests.
- 9.7.2 The Contractor shall be responsible for the protection, watching, lighting and safe custody of all plant, equipment and property being used by the Contractor for the Works or left on the Site.
- 9.7.3 If and when such plant or equipment is loaned free of charge to the Contractor by the Employer, the Employer shall reserve the right to provide operators, attendance, fuel and lubricants together with routine maintenance required for the operation of the plant or equipment. If the equipment is not self-propelled, the Contractor shall be responsible for the collection and transportation of the equipment to and from the Site.
- 9.7.4 If and when the Employer's plant or equipment is hired to the Contractor, the Contractor shall be required to enter into a formal agreement setting out the conditions of hire.
- 9.7.5 The Employer shall not accept liability for any loss or damage caused or alleged to be caused to the Contractor in the event of breakdown or non-availability of any plant, equipment, etc.

9.8 Minimizing Nuisance and Disturbance

- 9.8.1 All work on Site shall be carried out in such a manner as to minimize nuisance and disturbance to others working on the Site, or to persons outside the Site, from smoke, fumes, noise, vibration, discharge of water from the Site or from any other cause.
- 9.8.2 All plant and equipment used by the Contractor on the Works shall be effectively attenuated by means of efficient silencers, mufflers, acoustic linings, shields, acoustic enclosures or screens. Plant and equipment shall be maintained in good order and operated to minimize noise emissions. Plant and equipment shall be sited, as far as practicable, away from adjacent occupied buildings.
- 9.8.3 The provisions shall not be applicable in the case of emergency work necessary for the saving of life or property, or the safety of the Works.
- 9.8.4 Truck loading, unloading and hauling operations shall be conducted so that noise is kept to a minimum.

10 Project Implementation

10.1 Project Management

10.1.1 Project Management Plan

- 10.1.1.1 The Project Management Plan, to be prepared by the Contractor, shall be submitted within 28 days following the Commencement Date, to the Engineer for review, and shall conform to the minimum requirements specified below. It shall clearly

contractors in the implementation of public relations activities.

16.4.8 Measurement and Payment

- 16.4.8.1 No separate payment shall be paid for preparing and submitting the public relations plan, public consultation, and public relation tools all associated costs shall be deemed to be included in the other BOQ items describe above.

17 (Not Used)

18 Requirements Management

- 18.1 The Contractor shall use ComplyPro software to manage the requirements and supply a total of three (3) licenses for the Engineer and Employer requirement relational data base software similar or equivalent to the Engineer and Employer software. All the cost associated to the software usage and maintenance (including the licenses supplied to the Engineer and Employer) shall be under contractor own cost. The licenses shall be maintained until the issuance of the Performance Certificate for the final trainset.
- 18.2 The Contractor shall appoint a suitably qualified and competent person to carry out requirements management.
- 18.3 The Requirements Management Database shall be populated with V&V evidence. The V&V process aim to reduce risk and evolve a fully integrated system in order to provide confidence in the ‘as designed’ and the ‘as built’ solutions.
- 18.4 The Contractor shall prepare and submit to the Engineer a Requirement Management Plan within thirty (30) days of the date of the commence date. The Requirement Management Plan shall define the processes employed by the Contractor to ensure that all appropriate requirements are managed to ensure the proposed design solution meets the design requirements and demonstrated through verification and validation evidences. The Requirement traceability database will be managed through the relational database.
- 18.5 The Contractor shall develop a database of all requirements associated with a number of definition documents defined such as but not limited to, the ERG and ERT. The Contractor will then provide evidence that the identified requirements have been managed appropriately. The database shall:
- Ensure that the criteria for the purpose of verification and validation of the Requirements has been recorded with appropriate attributes assigned;
 - Ensure that compliance of the complete set of the Requirement can be demonstrated with evidence formally recorded;
 - Ensure that the Requirements are consistent and traceable back to their sources, and any gap/mismatch in the Requirements are clearly identified;
 - Establish formal deliverable which will support stage design reviews and the overall engineering management processes;
 - Track and record Requirement changes and facilitate impact analysis on Requirement changes; and
 - Track and record assumptions, if there are any, evaluating the stability of, and the impact on, the Project if any of the assumption prove to be true or false, defining the actions necessary to make progress and monitor the assumptions, and scheduling when assumptions are to be validated and reviewed throughout the Project’s life duration.

16.4.4 On-Site Notice

- 16.4.4.1 The Contractor shall post on-site notices with the guidance of the Engineer with a clear description of the Works and indication of anticipated completion dates together with the enquiry hotline and internet website information. Advance notices shall be given in carrying out the Works which maximize the impact on local residents.

16.4.5 Hotline

- 16.4.5.1 The Contractor shall set up a twenty-four (24) hour hotline with the guidance of the Engineer to provide enquiry services to the public and the Contractor shall ensure queries and enquiries regarding the Works are taken seriously and dealt with swiftly.
- 16.4.5.2 Whenever a complaint is received, response shall be made within seven (7) calendar days. If a longer processing time is needed, an interim reply shall be served to the complainant within seven (7) calendar days.

16.4.6 Construction Site Tour

- 16.4.6.1 The Contractor shall cooperate with and provide periodic tours of the Works to the public and stakeholders during the construction period. The main target audiences are stakeholders, ordinary families and students. Site visitors can become a means for advertising and promoting the benefit of the MCRP and NSRP-South Project. Tours shall be planned at least once in every three months, subject to the Engineer’s review.

16.4.7 Coordination with Other Contractors

- 16.4.7.1 The Contractor shall coordinate with external interfacing parties and interface contractors in the implementation of public relations activities.

16.4.8 Measurement and Payment

- 16.4.8.1 No separate payment shall be paid for preparing and submitting the public relations plan, public consultation, and public relation tools all associated costs shall be deemed to be included in the other BOQ items describe above.

17 (Not Used)

18 Requirements Management

- 18.1 The Contractor shall use ComplyPro software to manage the requirements and supply a total of three (3) licenses for the Engineer and Employer. All the cost associated to the software usage and maintenance (including the licenses supplied to the Engineer and Employer) shall be under contractor own cost. The licenses shall be maintained until the issuance of the Performance Certificate for the final trainset.
- 18.2 The Contractor shall appoint a suitably qualified and competent person to carry out requirements management.
- 18.3 The Requirements Management Database shall be populated with V&V evidence. The V&V process aim to reduce risk and evolve a fully integrated system in order to provide confidence in the ‘as designed’ and the ‘as built’ solutions.
- 18.4 The Contractor shall prepare and submit to the Engineer a Requirement Management Plan within thirty (30) days of the date of the commence date. The Requirement Management

No	Interface Item	Design Requirement	Design, Size & Location	Supply	Fix	Remarks
						coordinate and exchange the information.
8	The CP NS-02 shall provide six <u>forty-eight</u> (48) units of couplers and deliver to the CP NS-01 Contractor	-	-	CP NS-02	CP NS-01	CP NS-01 & CP NS-02 Contractors shall coordinate and exchange the information for schedule of delivery, location and other related requirements (if any).

Please note that design requirement mentioned above are not exhaustive, Contractor shall further elaborate the requirements in close coordination with interface Contractors. Associated interfaces works not mentioned in the above table but which may be inferred to be necessary for stability, or completion, or effective interface & integration or the safe reliable and efficient operation of the Works shall be carried out by the Contractor. The Interface work shall include any work which is necessary to satisfy the Employer's Requirements, the Contractor's proposal and schedules, or is implied by the Contract, or arises from any obligation of the Contractor and shall be fit for the purposes for which they are intended.

No .	Interface Item	Design Requirement	Design, Size & Location	Supply	Fix	Remarks
						coordinate and exchange the information.
8	The CP NS-02 shall provide forty-eight (48) units of couplers and deliver to the CP NS-01 Contractor	-	-	CP NS- 02	CP NS-01	CP NS-01 & CP NS-02 Contractors shall coordinate and exchange the information for schedule of delivery, location and other related requirements (if any).

Please note that design requirement mentioned above are not exhaustive, Contractor shall further elaborate the requirements in close coordination with interface Contractors. Associated interfaces works not mentioned in the above table but which may be inferred to be necessary for stability, or completion, or effective interface & integration or the safe reliable and efficient operation of the Works shall be carried out by the Contractor. The Interface work shall include any work which is necessary to satisfy the Employer’s Requirements, the Contractor’s proposal and schedules, or is implied by the Contract, or arises from any obligation of the Contractor and shall be fit for the purposes for which they are intended.

4 Coupler and Draft Gear

4.1 General

- 4.1.1 The end car in each train shall be fitted with an automatic coupler. It shall be possible to directly couple all the trains running on the NSCR, MCRP and NSRP-South lines without an adapter during train rescue or hauling.
- 4.1.2 In both leading cars, an electrical connecting plug which is necessary for rescue operation by connecting trainsets shall be equipped. Also, an emergency connection cable that connects this electrical connection plug shall be supplied. By using this connecting cable, required functions such as brake command, broadcasting, buzzer etc. shall operate properly.
- 4.1.3 The position of this plug shall be consistent with other trains that run on the same lines. Length and diagram of cable shall be also consistent with other trains that run on the same lines, particularly length of cable shall be determined in consideration of the severest deviations during coupled with other train. Basically, utilization of adapter shall not be acceptable.
- 4.1.4 The Contractor shall provide the required cabinet for housing the emergency connection cable on the train. Alternatively, the Contractor shall provide proper mechanism for retaining the emergency connection cable when it is not in used.
- 4.1.5 All electrical connections shall be made to terminal blocks in junction boxes compliant with IP 65, via jumper cables, using quick connect/disconnect couplings securely locked with wire.
- 4.1.6 Cable hoses shall be made out of high quality, weather and abrasion resistant insulated rubber.
- 4.1.7 The connectors for each cable, if of the same size, shall be keyed differently to prevent misconnection, and shall be color coded to enable connectors to be easily distinguished.
- 4.1.8 In all cases, care shall be taken to ensure that strain relief is provided for all cables leaving the junction boxes, and that all cables are properly supported in suitable cleats, and that no chafing of the cabling takes place under all possible movements of the coupler.
- 4.1.9 The arrangement shall prevent damage from coupling with misaligned couplers, and shall minimize damage to the car body wiring, should excessive tension be applied to the cables in the event of an accident.
- 4.1.10 The couplers shall be designed to prevent the coupler swinging transversely when it is not coupled.
- 4.1.11 The couplers and draft gear shall be capable of withstanding all coupling, buffing and draft loads to be expected in normal and emergency conditions. The draft gear shall be suitably damped and be designed to prevent the occurrence of unduly large dynamic deflection and associated forces under the above condition.
- 4.1.12 The coupler height, measured from the center of the coupler to the top of rail, shall be within 880 mm +10/-15 mm.
- 4.1.13 The Contractor shall provide ~~fortytwo~~~~six~~~~eight~~ (4826) units of automatic couplers and deliver to the CP NS-01 Contractor for use on the maintenance vehicles supplied under the CP NS-01 contract. The delivery location and timing shall be determined during the CP NS-02 and CP NS-01 interface meetings.

4.2 Semi-Permanent Couplers

- 4.2.1 The semi-permanent couplers shall only be coupled or uncoupled in the depot. Pneumatic connections shall be made when coupling the semi-permanent couplers.
- 4.2.2 The semi-permanent couplers shall couple the cars within each 8-cars consist.

4 Coupler and Draft Gear

4.1 General

- 4.1.1 The end car in each train shall be fitted with an automatic coupler. It shall be possible to directly couple all the trains running on the NSCR, MCRP and NSRP-South lines without an adapter during train rescue or hauling.
- 4.1.2 In both leading cars, an electrical connecting plug which is necessary for rescue operation by connecting trainsets shall be equipped. Also, an emergency connection cable that connects this electrical connection plug shall be supplied. By using this connecting cable, required functions such as brake command, broadcasting, buzzer etc. shall operate properly.
- 4.1.3 The position of this plug shall be consistent with other trains that run on the same lines. Length and diagram of cable shall be also consistent with other trains that run on the same lines, particularly length of cable shall be determined in consideration of the severest deviations during coupled with other train. Basically, utilization of adapter shall not be acceptable.
- 4.1.4 The Contractor shall provide the required cabinet for housing the emergency connection cable on the train. Alternatively, the Contractor shall provide proper mechanism for retaining the emergency connection cable when it is not in used.
- 4.1.5 All electrical connections shall be made to terminal blocks in junction boxes compliant with IP 65, via jumper cables, using quick connect/disconnect couplings securely locked with wire.
- 4.1.6 Cable hoses shall be made out of high quality, weather and abrasion resistant insulated rubber.
- 4.1.7 The connectors for each cable, if of the same size, shall be keyed differently to prevent misconnection, and shall be color coded to enable connectors to be easily distinguished.
- 4.1.8 In all cases, care shall be taken to ensure that strain relief is provided for all cables leaving the junction boxes, and that all cables are properly supported in suitable cleats, and that no chafing of the cabling takes place under all possible movements of the coupler.
- 4.1.9 The arrangement shall prevent damage from coupling with misaligned couplers, and shall minimize damage to the car body wiring, should excessive tension be applied to the cables in the event of an accident.
- 4.1.10 The couplers shall be designed to prevent the coupler swinging transversely when it is not coupled.
- 4.1.11 The couplers and draft gear shall be capable of withstanding all coupling, buffing and draft loads to be expected in normal and emergency conditions. The draft gear shall be suitably damped and be designed to prevent the occurrence of unduly large dynamic deflection and associated forces under the above condition.
- 4.1.12 The coupler height, measured from the center of the coupler to the top of rail, shall be within 880 mm +10/-15 mm.
- 4.1.13 The Contractor shall provide forty-eight (48) units of automatic couplers and deliver to the CP NS-01 Contractor for use on the maintenance vehicles supplied under the CP NS-01 contract. The delivery location and timing shall be determined during the CP NS-02 and CP NS-01 interface meetings.

4.2 Semi-Permanent Couplers

- 4.2.1 The semi-permanent couplers shall only be coupled or uncoupled in the depot. Pneumatic connections shall be made when coupling the semi-permanent couplers.
- 4.2.2 The semi-permanent couplers shall couple the cars within each 8-cars consist.

24 Spare Parts and Special Tools

24.1 General

- 24.1.1 The Contractor shall provide spare parts, special tools as specified in both the General Requirement as well as this Clause.
- 24.1.2 Prior to the issuance of the Taking Over Certificate (TOC), the Contractor shall deliver the spares and consumables, special tools and diagnose test equipment to the Site.

24.2 Spare Parts

- 24.2.1 The Contractor shall provide a list of capital spares and consumables (spares and consumables) and supply for the Defects Notification Period (DNP).
- 24.2.2 The Employer may order additional spares required for the following 15 years from the recommended spare parts and consumables list as provided by the Contractor.
- 24.2.3 The Contractor shall provide a complete listing of spares and consumables to be supplied, including the following information:
- Contractor part number;
 - Original equipment manufacturer part number; and
 - Part description.
 - Price
 - Primary Vendor name/contact/address
 - Secondary Vendor name/ contact/ address

24.2.4 The contractor shall submit the final list of capital spare during the design stage.

24.2.5 The spare part supplied during DNP shall include at least the below list of spare parts as minimum. The quantity shall be based on one (1) trainset basis. Final list shall be confirmed during design stage.

<u>No</u>	<u>Description</u>
<u>1</u>	<u>Wheel and Axle Assembly for Motor;</u>
<u>2</u>	<u>Wheel and Axle Assembly for Trailer Bogie;</u>
<u>3</u>	<u>Wheel Assembly;</u>
<u>4</u>	<u>Primary Suspension;</u>
<u>5</u>	<u>Secondary Suspension;</u>
<u>6</u>	<u>Tread Brake Assemblies;</u>
<u>7</u>	<u>Gearbox Assembly;</u>
<u>8</u>	<u>Flexible Coupling Assembly (link for Gear box and Traction Motor);</u>
<u>9</u>	<u>Traction Motor Assembly;</u>
<u>10</u>	<u>Current Return Assembly;</u>
<u>11</u>	<u>Air Compressor Assembly;</u>
<u>12</u>	<u>Air Drier for Compressed Air;</u>
<u>13</u>	<u>Pantograph Assembly;</u>

<u>14</u>	<u>Arrestor Assembly</u>
<u>15</u>	<u>Air Conditioning Unit Assembly;</u>
<u>16</u>	<u>ACU Compressor Assembly;</u>
<u>17</u>	<u>Unit Brake Assemblies;</u>
<u>18</u>	<u>Evaporator Blower Assembly;</u>
<u>19</u>	<u>Air Conditioning Unit (ACU) Control;</u>
<u>20</u>	<u>Battery Set;</u>
<u>21</u>	<u>Battery Contactor</u>
<u>22</u>	<u>Auxiliary Power Supply Equipment;</u>
<u>23</u>	<u>Replaceable Circuit Boards for (APSE);</u>
<u>24</u>	<u>Main Control Device (PCE);</u>
<u>25</u>	<u>Replaceable Circuit Boards for (PCE);</u>
<u>26</u>	<u>Major sub-assemblies of Main Control Devices;</u>
<u>27</u>	<u>Master Controller (Rate Controller);</u>
<u>28</u>	<u>Cab Console Assembly;</u>
<u>29</u>	<u>Cab Switch Panel;</u>
<u>30</u>	<u>Cab Relay Board;</u>
<u>31</u>	<u>Jumper and Cable Assemblies;</u>
<u>32</u>	<u>Main Circuit Breaker;</u>
<u>33</u>	<u>CCTV Assemblies;</u>
<u>34</u>	<u>Semi-permanent Coupler and Draft Gear;</u>
<u>35</u>	<u>Slewing Ring;</u>
<u>36</u>	<u>Destination Sign Assembly;</u>
<u>37</u>	<u>Door Actuator;</u>
<u>38</u>	<u>Door Controller;</u>
<u>39</u>	<u>Interior Panel;</u>
<u>40</u>	<u>Windows;</u>
<u>41</u>	<u>Windscreen;</u>
<u>42</u>	<u>Passenger Door;</u>
<u>43</u>	<u>Cab Side Door;</u>
<u>44</u>	<u>Cab Saloon Door;</u>
<u>45</u>	<u>Passenger Seats;</u>
<u>46</u>	<u>Drivers Chair;</u>
<u>47</u>	<u>Panels of Cab;</u>
<u>48</u>	<u>Interior Lights;</u>

<u>49</u>	<u>Exterior Lights (head light, brake light, etc.);</u>
<u>50</u>	<u>Wiper Assembly;</u>
<u>50</u>	<u>Washer Tank;</u>
<u>52</u>	<u>Horn Assembly;</u>
<u>53</u>	<u>Train Management System;</u>
<u>54</u>	<u>Glass of Windows and Doors;</u>
<u>55</u>	<u>Flooring Material;</u>
<u>56</u>	<u>Power Electronic Control Equipment(PECE);</u>
<u>57</u>	<u>Brake Control Unit(BCU); and</u>
<u>58</u>	<u>Any other items.</u>

~~24.2.4~~

24.3 Spares Parts and Consumables Required During the Defects Notification Period

- 24.3.1 The Contractor shall supply the spares and consumables to service the trains during the DNP.
- 24.3.2 In case any of these spares and consumables are used during the DNP, they shall be replenished immediately at no extra cost to the Employer.
- 24.3.3 Immediately after the DNP, the Contractor shall handover to the Employer additional spares and consumables required, if any, to complete the total of these items, as per the list.
- 24.3.4 If any additional spares and consumables including parts replacement, which has not being listed, become necessary during the DNP, the same shall be added to the list and shall be provided by the Contractor, along with one additional set for any further requirement at no additional cost. The cost for the same shall be deemed to have been included in the Price Schedules.

24 Spare Parts and Special Tools

24.1 General

- 24.1.1 The Contractor shall provide spare parts, special tools as specified in both the General Requirement as well as this Clause.
- 24.1.2 Prior to the issuance of the Taking Over Certificate (TOC), the Contractor shall deliver the spares and consumables, special tools and diagnose test equipment to the Site.

24.2 Spare Parts

- 24.2.1 The Contractor shall provide a list of capital spares and consumables (spares and consumables) and supply for the Defects Notification Period (DNP).
- 24.2.2 The Employer may order additional spares required for the following 15 years from the recommended spare parts and consumables list as provided by the Contractor.
- 24.2.3 The Contractor shall provide a complete listing of spares and consumables to be supplied, including the following information:
- Contractor part number;
 - Original equipment manufacturer part number; and
 - Part description.
 - Price
 - Primary Vendor name/contact/address
 - Secondary Vendor name/ contact/ address
- 24.2.4 The contractor shall submit the final list of capital spare during the design stage.
- 24.2.5 The spare part supplied during DNP shall include at least the below list of spare parts as minimum. The quantity shall be based on one (1) trainset basis. Final list shall be confirmed during design stage.

No	Description
1	Wheel and Axle Assembly for Motor;
2	Wheel and Axle Assembly for Trailer Bogie;
3	Wheel Assembly;
4	Primary Suspension;
5	Secondary Suspension;
6	Tread Brake Assemblies;
7	Gearbox Assembly;
8	Flexible Coupling Assembly (link for Gear box and Traction Motor);
9	Traction Motor Assembly;
10	Current Return Assembly;
11	Air Compressor Assembly;
12	Air Drier for Compressed Air;
13	Pantograph Assembly;

14	Arrestor Assembly
15	Air Conditioning Unit Assembly;
16	ACU Compressor Assembly;
17	Unit Brake Assemblies;
18	Evaporator Blower Assembly;
19	Air Conditioning Unit (ACU) Control;
20	Battery Set;
21	Battery Contactor
22	Auxiliary Power Supply Equipment;
23	Replaceable Circuit Boards for (APSE);
24	Main Control Device (PCE);
25	Replaceable Circuit Boards for (PCE);
26	Major sub-assemblies of Main Control Devices;
27	Master Controller (Rate Controller);
28	Cab Console Assembly;
29	Cab Switch Panel;
30	Cab Relay Board;
31	Jumper and Cable Assemblies;
32	Main Circuit Breaker;
33	CCTV Assemblies;
34	Semi-permanent Coupler and Draft Gear;
35	Slewing Ring;
36	Destination Sign Assembly;
37	Door Actuator;
38	Door Controller;
39	Interior Panel;
40	Windows;
41	Windscreen;
42	Passenger Door;
43	Cab Side Door;
44	Cab Saloon Door;
45	Passenger Seats;
46	Drivers Chair;
47	Panels of Cab;
48	Interior Lights;

49	Exterior Lights (head light, brake light, etc.);
50	Wiper Assembly;
50	Washer Tank;
52	Horn Assembly;
53	Train Management System;
54	Glass of Windows and Doors;
55	Flooring Material;
56	Power Electronic Control Equipment(PECE);
57	Brake Control Unit(BCU); and
58	Any other items.

24.3 Spares Parts and Consumables Required During the Defects Notification Period

- 24.3.1 The Contractor shall supply the spares and consumables to service the trains during the DNP.
- 24.3.2 In case any of these spares and consumables are used during the DNP, they shall be replenished immediately at no extra cost to the Employer.
- 24.3.3 Immediately after the DNP, the Contractor shall handover to the Employer additional spares and consumables required, if any, to complete the total of these items, as per the list.
- 24.3.4 If any additional spares and consumables including parts replacement, which has not being listed, become necessary during the DNP, the same shall be added to the list and shall be provided by the Contractor, along with one additional set for any further requirement at no additional cost. The cost for the same shall be deemed to have been included in the Price Schedules.

Particular Conditions (PC)

Part A - Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Department of Transportation (DOTr). Pinatubo Street, corner Sergio Osmeña Sr. Street, Clark Freeport Zone, Angeles City, Pampanga, 2009 Philippines
Engineer's name and address	1.1.2.4 & 1.3	GCR Consortium, 20 th and 21 st Floor, Greenfield Tower, Mayflower Street, Greenfield District, 1500 Mandaluyong City, Metro Manila, Philippines
Bank's name	1.1.2.11	Japan International Cooperation Agency (JICA)
Borrower's name	1.1.2.12	The Government of the Republic of the Philippines
Time for Completion	1.1.3.3	Seventy- eight ^{two} (78 ²) months for the whole of the Works including design. The Contractor is required to achieve elements of the Works by Key Dates specified in the Attachment-1 to Particular Conditions Part A Contract Data.
Defects Notification Period	1.1.3.7	Two (2) Years per Section / Sub-section
Sections	1.1.5.6	Refer to Attachment 1 "Summary of Key Dates" below.
Electronic transmission systems	1.3	All correspondence/submissions of any nature between the Contractor and the Engineer shall be transmitted via an Electronic Document Management System (EDMS) selected by the Employer (see Employer's Requirements for more details). <i>[Insert Contractor's name and address.]</i>
Governing Law	1.4	The Laws of the Republic of the Philippines

Particular Conditions (PC)

Part A - Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Department of Transportation (DOTr). Pinatubo Street, corner Sergio Osmeña Sr. Street, Clark Freeport Zone, Angeles City, Pampanga, 2009 Philippines
Engineer's name and address	1.1.2.4 & 1.3	GCR Consortium, 20 th and 21 st Floor, Greenfield Tower, Mayflower Street, Greenfield District, 1500 Mandaluyong City, Metro Manila, Philippines
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Governing Law	1.4	The Laws of the Republic of the Philippines

TABLE 1 – KEY DATES

Key Date	Element of Work	No. of Months
KD 9	Achievement: Delivery of Fourth Batch of 5 trainsets and completion of testing and commissioning thereof plus handing over.	59 months
KD 10	Achievement: Delivery of Fifth Batch of 5 trainsets and completion of testing and commissioning thereof plus handing over.	64 months
KD 11	Achievement: Delivery of Sixth Batch of 5 trainsets and completion of testing and commissioning thereof plus handing over.	69 months
KD 12	Achievement: Delivery of Seventh Batch of 5 trainsets and completion of testing and commissioning thereof plus handing over.	74 months
KD 13	Achievement: Delivery of Eighth Batch of 3 trainsets, and completion of testing and commissioning thereof plus handing over.	77 months
KD 14	Achievement: Delivery of all spare parts, consumables, special tools and jigs, plus as-built drawings.	47 months
KD 15	Achievement: Completion of Trial Operation <u>support</u> and the whole of the Works.	78 months

(3) The Contract Packages with which the Works will be required to interface are as shown below.

- The North South Commuter Railway Project (Malolos-Tutuban) (NSCR):
 - Package CP 01 Elevated Structures, 6 Stations and Depot,
 - Package CP 02 Elevated Structures and 3 Stations,
 - Package CP 03 Rolling Stock, and
 - Package CP 04 E&M Systems and Track Works.
- The Malolos-Clark Railway Project (MCRP):
 - Package CP N-01 Building and Engineering Works for approx. 17 km of Viaduct Structure, including Station Buildings at Calumpit and Apalit,
 - Package CP N-02 Building and Engineering Works for approx. 16 km of Viaduct Structure, including an Elevated Station Building at San Fernando,
 - Package CP N-03 Building and Engineering Works for approx. 12 km of Viaduct Structure, including Elevated Station Buildings at Angeles and Clark,
 - Package CP N-04 Building and Engineering Works for approx. 6.5 km of Railway Track Structure, including Underground Station at Clark International Airport,
 - Package CP N-05 Building and Civil Engineering Works for the North Depot Buildings, including related infrastructure and Track Work Sub-Ballast.
- The Malolos-Clark Railway Project (Blumentritt Extension) (MCRP-Ext.):

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- The Malolos-Clark Railway Project (Blumentritt Extension) (MCRP-Ext.):

4.22

Record of Contractor's Personnel and Equipment

Add the following sentence at the as a new subclause:

Record of Contractor's Personnel and Equipment

“The Contractor shall submit, to the Engineer, details showing the sex-disaggregated number of each class of Contractor’s Personnel (include sex, gender, age, and other classifiers in their data sheets for personnel) and number of each type of Contractor’s Equipment on the Site. Details shall be submitted each calendar month, in a form given Notice of No Objection by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.”

6.2

Rates of Wages and Conditions of Labour

Add the following Paragraph at the end of the Sub-Clause:

“Notwithstanding the provision of second Paragraph,

(1) The Government of the Republic of the Philippines shall, by itself or through its executing agency, assume all fiscal, levies and taxes imposed in the Republic of the Philippines on the Japanese employees engaged in the implementation of the Project with respect to their personal income derived from the Japanese companies operating as suppliers and contractors for the implementation of the Project.

(2) In connection with such tax assumption, the Government of the Republic of the Philippines or its executing agency shall be responsible for the liquidation or settlement of such fiscal levies, duties, taxes and other similar charges.

Engagement of Staff and Labor

~~The Contractor shall take pro-active measures to encourage employment of women and PWDs with the aim to achieve at least 20% women and 5% PWDs in skilled and unskilled positions in all stages of construction.~~

~~In accordance with Republic Act 7658, children below the age of 15 shall not be employed by the Contractor. Children between the ages of 15 to 18 years old shall be employed with proper consent from a parent and/or legal guardian and shall not be employed in dangerous work. The Contractor shall also observe and comply with the core labor standards.”~~

4.22

**Record of Contractor's
Personnel and
Equipment**

Add the following sentence at the as a new subclause:

Record of Contractor's Personnel and Equipment

“The Contractor shall submit, to the Engineer, details showing the sex-disaggregated number of each class of Contractor’s Personnel (include sex, gender, age, and other classifiers in their data sheets for personnel) and number of each type of Contractor’s Equipment on the Site. Details shall be submitted each calendar month, in a form given Notice of No Objection by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.”

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(2) In connection with such tax assumption, the Government of the Republic of the Philippines or its executing agency shall be responsible for the liquidation or settlement of such fiscal levies, duties, taxes and other similar charges.

6.4

Labour Laws

Add the following Paragraph at the end of the Sub-Clause:

“The contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline.

The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.”

6.5

Working Hours

Add the following Paragraph at the end of the Sub-Clause:

“In the event of the Engineer consenting to work being carried out outside normal working hours, with a multiple shift system and/or during locally recognized days of rest, the Contractor shall be responsible for payment of any additional costs incurred by the Engineer and/or the Employer for supervision, inspection or other related activities.”

6.7

Health and Safety

Add the following Paragraph at the end of the Sub-Clause: