General Bid Bulletin No.3
23 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"– **Answers to Queries from Prospective Bidders including Clarifications to the Bidding Documents;**
2. Annex "B" – **Revisions to the Bidding Documents; and**
3. Annex "B-1" – **Revised pages/amendments and Final Form as revised/amended**

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:

SIGNATURE REDACTED

JOSEPH CONRAD D DUEÑAS
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. 3**
DATE	:	**20th November 2020**

This Memorandum serves as an endorsement of the contents and attachments[1] of General Bid Bulletin No. 3, 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. 3, for the BAC's review and approval.

Respectfully Submitted By:

SIGNATURE REDACTED

ENGR. NARCISO PRECLARO JR.
Primary Member

SIGNATURE REDACTED

ENGR. ALFONSO ANDALEON
Primary Member

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ATTY. CRESIELDA ECALNEA
Primary Member

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ENGR. WARREN ZINGAPAN
Primary Member

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MR. ROMMEL RIVERA
Primary Member

SIGNATURE REDACTED

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

[1] Annex A and B, including its attachment, for GBB3 are attached to this Memorandum

Annex A

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Item No.	Volume Section No. Page No. Clause No. / Title Reference Text	Clarification Request	Proposed Revised Text (if any)	Response
1	Volume I IFB-1 Invitation For Bids	It is Bidder's understanding that one of the firms forming consortium or Joint Venture is required to purchase the Bidding Documents. In other words, it is not mandatory for all firms consists consortium or JV to purchase the Bidding Documents. Please confirm if Bidder's understanding is correct.		Yes, it is correct. It is not compulsory for all individual firms forming as a JV to purchase the Bidding Document.
2	Volume I, Section I ITB-5 4. Eligible Bidder	It is Bidder's understanding that an unincorporated Joint Venture or Consortium can be deemed as an eligible Bidder. Please confirm if Bidder's understanding is correct. If the above understanding is correct, please accept Bidder replaces all words which are "Joint Venture and JV" in the all documents		An unincorporated Joint Venture or a Consortium is an eligible Bidder. The bidder may use "Consortium" instead of "Joint Venture" in the proposal.

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		relating to this project as "Consortium".		
3	Volume I, Section I ITB-8 7.1	Bidder would appreciate if Employer/Engineer could reply to clarification from Bidders prior to 14 days of Bid deadline. Bidder will try to submit clarifications as quickly as possible for Employer/Engineer to keep certain time for answering clarification.		The bidder can submit the queries 14 days before the deadline.
4	Volume I, Section I ITB-11 12.Letter of Bid and Schedules	Bidder would like to request for Employer's approval to modify the header of all the bid forms in order to put the bidder's name and footer in order to put the page number for easy reference, and to add the supplementary explanation for better understanding of the Employer without any		The Employer has no objection to the request. The bidder can change the header and footer of the bid forms for easy reference. The bidder shall clearly include the number of pages and section for ease of reference.

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		alternations to the text in the form itself.		
5	Volume I, Section I ITB-27 38. Evaluation of Price Bids	It is Bidder's understanding that the price to be evaluated is the total price exclusive of Schedule 1.7- Capital Spares, Schedule 1.9 - Provisional Sums and VAT (12%) convert into Philippine Peso with applying the exchange rate stipulated in ITB 37.1. Please confirm if Bidder's understanding is correct.		Yes, it is correct. Schedule 1.7, Schedule 1.9, and VAT are excluded from the price evaluation.
6	Volume I, Part I Section III EQC-3 2.4.3 Exchange Rate for Clarification	This clause stipulates to use exchange rate on the last day of each calendar year for financial data required for each year, however, Financial year (FY) of Japan is "April to March". Bidder understands that		Bidder`s understanding is correct.

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		data of starting year shall be used as exchange rate. i.e. Bidder should use exchange rate on the last day of 2015 for FY15(2015/4 -2016/3). Please confirm if Bidder`s understanding is correct.		
7	Volume I, Part I Section III, and Volume I, Part I Section IV EQC-4 BFF-66 Litigation History	BF-66 requests Bidder to provide litigation history since 1st January 2014, however, “Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.2.3”, which is referred in BF-66, request Bidder to provide same information since 1st January 2015. There`s discrepancy between two instruction, so please instruct which instruction should be		The correct date is 1st January 2015. Addendum is issued. Please refer to Annex B Attachment 1.

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		followed by Bidder.		
8	Volume I, Part I Section IIII BDS-6 ITB 22.2	First sentence of this section assumes that type of entity of the Bidders should be one of as the follows. - Corporation, - Partnership - Joint Venture (JV) - Sole Proprietorship However, attached table that shows necessary documents for each entity, doesn't include "Joint Venture". Bidder understands that, in case of the JV, Bidder should prepare SPA which is authorized to sign for and on behalf of each member of the JV. Please confirm if		Please refer to ITB 4 and ITB 22.3 as it covers the requirement for Joint Venture.

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		Bidder's understanding is correct.		
9	Volume I, Part I, Section IV BF-62 Form ELI-1: Bidder Information Form ELI-2: Bidder`s Party Information	In case Bidder is JV, Bidder understand that Bidder doesn't need to attach the following documents because there is no those kind of documents as JV. -Article of Incorporation -documents of registration of legal entity -organization chart - list of Board Directors - details of beneficial Ownership All of these information of each member of the JV will be attached to ELI-2 as required.		Bidder`s understanding is not correct. The bidder does not need to attach the documents if they are an unincorporated JV. The bidder needs to attach the documents if they are an incorporated JV.

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10	Volume I, Part I, Section IV BF-62 Form ELI-1 : Bidder Information	In case Bidder is JV, Bidder understands that Original JV agreement or the letter of Intent to form a JV shall be attached to ELI-1 as requested. Bidder also understands that copy of JV agreement or the letter of Intent to form a JV shall be inserted under Appendix 5 as instructed in page BF-12 of Vol I.		Bidder`s understanding is correct.
11	Volume I, Part I, Section IV BF-36, 37, 38, 29, 40, 41, 42, 43, 44, 45, 46 Schedule 1 – Price Schedule	There are mentioned in the table of some of Price Schedule that "*Note: The Bidder may sub-divide the above milestones and/or add appropriate proposed milestones.*". It is Bidder`s understanding that Bidder can subdivide each work item regardless of the initial description of		Yes, the bidder can subdivide the priceable items. Refer to item 6 in the Preamble in BF-34, N/A will be read accordingly.

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		the Bidding form of Price Schedules. And in case Bidder does not use any prepared milestones, it is also Bidder's understanding that Bidder can put "N/A" or keep it blank. Please confirm if our understanding is correct.		
12	Volume I, Part 1, Section IV BF-75 Form EXP-2(b): Experience in Key Activities	It is Bidder's understanding that if there are no Specialist Subcontractor relating to the Form EXP-2(b), Bidders has no other way than put "N/A" on the column of Specialist Subcontractor's Legal Name. Please confirm if Bidder's understanding is correct.		Bidder`s understanding is correct.
13	Volume I, Part 1, Section IV	Bidder understand that the second last sentence are		Bidder`s understanding is correct.

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	BF-89 Form ACK : Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans	incomplete. If Bidder`s understanding is correct, please provide full sentence of this paragraph.		Addendum is issued. Please refer to Annex B Attachment 1.
14	Volume I, Part 1, Section IV BF-91 Form of Bid Security (Bid Security)	Although fourth paragraph (the last paragraph) of this page is stipulated as below, **bold** part should be revised in accordance with actual conditions. Thus, Bidder suggest to modify it as written in right hand box. <Current format> "This guarantee will expire and shall be returned to the Applicant **on the specific date after twenty-eight (28) days beyond the original bid validity period from the Bid submission deadline** or in any of the	<Bidder`s suggestion> "This guarantee will expire and shall be returned to the Applicant on the *[specific date after twenty-eight (28) days beyond the original bid validity period from the Bid submission deadline]* or in any of the case in (a) or (b) below, whichever comes earlier;….,	Addendum is issued. Please refer to Annex B Attachment 1.

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		case in (a) or (b) below, whichever comes earlier;….,"		
15	Volume I, Part I, Section IV BF-46 Schedule 1.6: Spare Parts, Special Tools, Testing Equipment	Bidder understand that Milestone No.604 shall be Milestone No. 602.		Bidder`s understanding is correct. Addendum is issued. Please refer to Annex B Attachment 1.
16	Volume I, Part I, Section IV BF-42, BF-43 Schedule 1.4: Transportation, On-Site Assembling and Testing	Bidder understands that the sentences written in boxes beneath of 408, 409, 410 as part of "Work description(Milestone)" shall be modified because the contents of each is not consistency with description of other Work Description mentioned above.	<Bidder`s suggestion> - (Payment for Milestones 401 to 40**8** above will be made upon completion of the transportation, on-Site assembling and testing of each	Bidder understanding is correct. Addendum is issued. Please refer to Annex B Attachment 1.

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		<Current> - (Payment for Milestones 401 to 404 above will be made upon completion of the transportation, on-Site assembling and testing of each trainset, in proportion to the total number of trainsets required.) - (Payment for Milestone 405 will be made upon completion of the Trial Operations for each trainset, in proportion to the total number of trainsets required.) - (Payment for Milestone 406 will be made only after the Performance Certificate for the entire	trainset, in proportion to the total number of trainsets required.) - (Payment for Milestone 40**9** will be made upon completion of the Trial Operations for each trainset, in proportion to the total number of trainsets required.) - (Payment for Milestone 4**10** will be made only after the Performance Certificate for the	

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		fleet of 38 trainsets has been issued by the Engineer.)	entire fleet of 38 trainsets has been issued by the Engineer.)	
17	Volume II, Part 2, Section VI ERG-86 20.11.4	There is no italic sentences in Table 20.1, but Bidder understand right hand side box shows the intention of each section of IMP. Please clarify just in case.		Bidder's understanding is correct. Right-hand column is not italic. Addendum is issued. Please refer to Annex B Attachment 1.
18	Volume II, Part 2, Section VI ERT-4,5 1.3.4.1 Car Physical Characteristics	ERT Sub-clause 1.3.4.1 a. and d. specify basic carbody length and width. In Japanese carbody construction practice, the carbody width dimension is measured between outside surfaces of framing members without including outside skin thickness and door frame thickness. Similarly, carbody length		Bidder can propose carbody design in the method subject to the Engineer's review and acceptance and the Employer's approval.

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		dimension is also based upon outside surfaces of end framing members; and to properly join side frame and end frame sub-assemblies, side frame must be extended approximately 30 mm on each end to allow spot welding. With the above reasons, Bidder would like to propose carbody dimensions based upon outside framing members which shall not violate envelope. Please confirm if Bidder is allowed to propose carbody dimensions on the understanding explained above.		
19	Volume II, Part 2, Section VI	It is Bidder's understanding that rolling stock design shall consider maximum		Bidder's understanding is correct. The train shall be designed to safely operate at a maximum wind speed of

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	ERT-7 1.6.1 Environmental Conditions	wind velocity at which train operations shall cease (27.8 m/sec), thus Bidder shall not be required to design rolling stock which remains on rail under the wind condition which exceeds this velocity, including the maximum wind velocity stated in 1.6.1 f., 60 m/sec. Please confirm if Bidder's understanding is correct.		27.8 m/sec. The wind speed of 60 m/sec is information from the Philippine environmental condition (under natural disaster situation). The bidder shall ensure that the train will remain safely stable under this wind speed.
20	Volume II, Part 2, Section VI ERT-31 2.9 Evacuation	It is Bidder's understanding that two assemblable evacuation ladders shall be equipped per one car at maximum in the saloon under the requirement in Sub-clause 2.9. Please confirm if Bidder's understandings is correct.		Please clarify the word assemblable. The emergency sidewalk for evacuation will be installed. Therefore, these assemblable (the Employer assumes that assemblable refers to the temporary evacuation ladder) evacuation ladders are just for temporary to be used on the opposite side of evacuation.

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21	Volume II, Part 2, Section VI ERT-37 4.1.12 Coupler and Draft Gear	ERT Section 4.1.12 requires that the coupler height, measured from the center of the coupler to the top of rail, shall be within 880 mm +10/-15 mm. It is Bidder's understanding that coupler height of "880 mm +10/-15mm" would be better adapted only for leading cars. Height for the intermediate cars can be proposed by the Bidder to achieve the best inter-car connection with adequate gangway space. Please confirm if Bidder's understanding is correct.		Bidder's understanding is correct. And be aware of that the Couplers shall connect to the NSCR trains and MMSP trains without an adapter. Detailed drawings shall be provided at the detailed design stage for this interface requirement for the Engineer to review and approve.
22	Volume II, Part 2, Section VI ERT-41,42 5.9 Stanchions and Handholds	Bidder opines that the stanchions required in the relating specifications does not suit for the rolling stock for this project because of the following reasons;		The terminology for stanchion and pole is the same. The location of the stanchion can be proposed by the bidder during the design stage.

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		- It is physically impossible to fit stanchions at ceiling where two air conditioners take most of the space. - Bidder is concerned that stanchions disturb passenger's flow for entering and getting off and may even hurt them when the train gets extremely crowded. Therefore, Bidder would like to propose an alternative approach, which are set of poles near seats, similar to those of commuter trains in Japan. They are for standing passengers to hold strap hangers safely instead of to grab proposing stanchions.		
23	Volume II, Part 2, Section VI	Bidder is concerned that passengers get injured with glass when glass cabinet is		Bidder's request is accepted. However, the Engineer's and the Employer's review and acceptance is

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	ERT-44 5.14 Miscellaneous Equipment	broken to take the fire extinguisher. Therefore, Bidder kindly requests Employer to allow us to propose alternative access cover for fire extinguisher made of other materials, for the Engineer and Employer's review and acceptance in consideration with the benefits and passenger safety during the detailed design stage.		necessary in consideration with the benefits and passenger safety during the detailed design stage.
24	Volume II, Part 2, Section VI ERT-46 5.16.1.4 Cab Controls of Driver's Cab	ERT Sub-clause 5.16.1.4 p. states that the following shall be provided on console of driver's cab: "Miscellaneous switches - headlight (high/low beam), gauges/voltmeter - such as line voltage and horn, brake cylinder pressure, main reservoir pressure, etc." Meanwhile, Sub-clause		Bidder's understanding is correct.

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		14.3.12 states "The TMS display shall provide the train driver with information regarding the operating status of the car consist ...". It is Bidder's understanding that display on TMS monitors is sufficient to eliminate duplication like physical "gauges/voltmeters" stated in Sub-clause 5.16.1.4.p. Please confirm if Bidder's understanding is correct.		
25	Volume II, Part 2, Section VI ERT-50 6.1.3 Lightning	Bidder considers that IP54 rating for interior lighting is considered too severe and unnecessary in terms of both cost and passenger safety. Successful service record of cars operating in Japan proves that this requirement is excessive. In case of removing this		Bidder's request is accepted. IP54 is still required to ensure the minimum ingress protection to the saloon equipment. However, the wording for "equivalent to Japanese proven product" has been added. Addendum is issued. Please refer to Annex B Attachment 1.

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		requirement, significant amount of cost will be reduced, which will lead to the Employer's benefit. Therefore, Bidder kindly request the Employer to remove this requirement, for the Engineer's review and approval of in-service performance records and failures of a proven system without this requirement.		
26	Volume II, Part 2, Section VI ERT-51 6.5.3 Exterior Lights	ERT Sub-clause 6.5.3 states "a headlight fault detection system is provided for each train cab, providing fault indication and status information to the driver by TMS monitor." It is Bidder's understanding that fault detection is enough to be done by test functions just at the time of service operation starting		Bidder's understanding is correct.

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		from a depot. Please confirm if Bidder's understanding is correct.		
27	Volume II, Part 2, Section VI ERT-62 9.2 Friction Brakes	ERT Sub-clause 9.2 requires that Bidder to design the friction brake system while ERT Sub-clause 1.8.6.2 and 3.4.12 refer to disc brake. It is Bidder's understanding that Bidder can propose brake system without brake disc if Bidder can comply with the requirement of ERT Sub-clause 9.2, because tread brake is user-friendly and economical in terms of the maintainability. Please confirm if Bidder's understanding is correct.		Bidder's understanding is correct. Addendum is issued. Please refer to Annex B Attachment 1.
28	Volume II, Part 2, Section VI	ERT Sub-clause 12.1.1 states that electrically operated pantographs shall		Bidder's understanding is correct.

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	ERT-74 12.1.1 Current Collection	be used. It is Bidder's understanding that "electrically operated" means here how to initiate the operation of raising and lowering pantographs, thus the pantograph raising / lowering by means of coil spring or air pressure under electrical command controls also complies with the description of this sub-clause. It is because the pneumatic lowering mechanism is more beneficial than the motor-driven lowering device in terms of the robustness to assure electrical isolation. Please confirm if Bidder's understanding is correct.		
29	Volume II, Part 2, Section VI	ERT Sub-clause 15.3.10 states "The message library shall be dimensioned with a		Bidder's understanding is correct. Addendum is issued.

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	ERT-87 15.3.10 Public Address (PA) System	minimum storage capacity of 1TByte." However, Bidder believes that 1TB of storage capacity for message library of PA system is excessive. 1GB CF card is commonly sufficient for the library used for Japanese railways. Media of 1TB capacity like an SSD will be experimental with risk due to lack of actual experiences in railway industries. Bidder kindly asks employer to decrease the capacity needed for message library to 1 GB, for future review at the detailed design stage.		Please refer to Annex B Attachment 1.
30	Volume II, Part 2, Section VI ERT-96 16.10.3 Automatic Train Operation (ATP) Mode	Bidder understand correct expression would be as follow. *16.10.3 Automatic Train Protection (ATP) Mode*		Bidder's understanding is correct. Addendum is issued. Please refer to Annex B Attachment 1.

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31	Volume II, Part 2, Section VI ERT-103 19.10 As-Built Car Specification	Bidder understand that "six (6) hard copies of this ERT" means "six (6) hard copies of As-Built Car Specification". Please clarify.		Bidder's understanding is correct.
32	Volume II, Part 2, Section VI ERT-103 19.11 Maintenance Manuals(General)	ERT Sub-clause 19.11 requires that Contractor to submit Running maintenance manual、Scheduled maintenance manual and Overhaul manual. On the other hand, ERT Sub-clause 1.11 defines the maintenance categories of rolling stock. It is Bidder's understanding that the whole contents of maintenance categories which is mentioned in ERT Sub-clause 1.11 shall be included into the each		Bidder's understanding is correct.

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		manuals of ERT Sub-clause 19.11. In addition, it is Bidder's understanding that the contents of maintenance categories which shall be corresponded to each manuals are as follows: Running maintenance manual includes that for departure inspection and other inspections. Schedule maintenance manual includes contents for Light maintenance. Overhaul manual includes contents for Heavy maintenance. Please confirm if Bidder's understanding is correct.		
33	Volume II, Part 2, Section VI ERT-109 20.3.8 Design Qualification Testing	It is Bidder's understanding that the purpose of parking brake test is to verify its ability on the specified gradient in accordance with TS clause 1.8.5.		Bidder's request is accepted. The parking brake performance include brake effort and mechanical release function and shall be submitted to be reviewed by the Engineer, the limit of

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		Accordingly, the Bidder opines that the actual force measurement will not be required, and therefore asks Employer to remove the below requirement in ERT sub-clause 20.3.8. "The test shall record the actual force required to overcome the parking brake in a failure recovery situation on both level track and a 3.5% gradient." If this requirement is not be removed, Bidder is concerned that the aforementioned test required in ERT sub-clause 20.3.8 may cause many wheel flats when the pulling/pushing force is applied on the train set until		parking brake performance is to be confirmed by the document, and the test then item mentioned here by the Bidder can be omitted. Addendum is issued. Please refer to Annex B Attachment 1.

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		such force exceeds the parking brake force. In that case, it is Bidder's understanding that Contractor has no responsibility to that wheel flat. Please confirm if Bidder's understanding is correct.		
34	Volume II, Part 2, Section VI ERT-123 22.6.7	Bidder would like to clarify as follows. 1. Can Bidder understand that “Depot” in this clause means the Depot that will be established along with North extension? 2. Does Employer’s office need to be established close to potential Depot area for smooth handover? 3. Can Bidder understand that Bidder shall close		1. NSCR-EX has 2 depots: the Mabacalat Depot in the North and the Banlic Depot in the South. The depot is the facility whereby the train will be stabled and all the maintenance work for the train will be done. It also will be the location for the train delivery. 2. Bidder’s understanding is correct. And, both depots shall be considered. The two offices shall be provided while trains are delivered to each depot. After starting full service operation, the above-mentioned office can be

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Item No.	Volume Section No. Page No. Clause No. / Title Reference Text	Clarification Request	Proposed Revised Text (if any)	Response
		Employer's office once Depot established?		integrated into one office. 3. Bidder's understanding is not correct. Bidder shall keep the office during DNP. Therefore, Sub clause 22.6.7 of ERT modifies as below. 'All equipment stated above shall be handed over to the Employer after the completion of DNP.' But regarding one office, after service operation starts and one office is closed, all equipment of closing office shall be handed over to the Employer at the same time of closing. Addendum is issued. Please refer to Annex B Attachment 1.
35	Volume II, Part 2, Section VI ERG-23,24 4.5.6 Fire Protection	ERT Sub-clause 4.5.6 requires Contractor to establish adequate means of fire-fighting and provide suitable extinguishers, hoses and other appliances at selected locations.		Bidder's understanding is basically correct. However, when the contractor carries out Rolling Stock assembly and tests on the jig such as welder, hydraulic jack, watering machine and measuring

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Item No.	Volume Section No. Page No. Clause No. / Title Reference Text	Clarification Request	Proposed Revised Text (if any)	Response
		However, it is Bidder's understanding that suitable extinguishers, hoses and other appliances at selected locations shall be provided by the contractor of CP NS-01. Please confirm if Bidder's understanding is correct.		instrument, the Contractor must provide a fire extinguisher or appropriate firefighting tool in the appropriate locations, if necessary.
36	Volume II, Part 2, Section VI ERG-48 8.1.6 System Assurance	ERG8.1.6. requires MDBF (Mean Distance Between Failures) for 38 train sets of the fleet shall achieve 50,000km. It is Bidder's understanding that MDBF shall be calculated from the following information stated on ERT Sub-clause 1.11: "For purposes of defining the maintenance requirement of each consist, the yearly accumulated kilometer run assumption shall be		Bidder's understanding is correct.

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Item No.	Volume Section No. Page No. Clause No. / Title Reference Text	Clarification Request	Proposed Revised Text (if any)	Response
		250,000km." Please confirm if Bidder's understanding is correct.		
37	Volume II, Part 2, Section VI ERG-48 8.1.6 System Assurance	"The fleet maintainability of capital components a Corrective Mean Time To Repair (CMTTR) of 4 hours" is required as one of the conditions of TOC. It is Bidder's understanding that the point deemed to be the starting and ending of CMTTR are as follows: Start : The start time shall begin when the maintainer is ready to start replacing the equipment. Finish : The finish time shall be at the completion of check (Function test) after replacing the equipment. Please confirm if Bidder's understanding is correct.		Bidder’s understanding is correct.

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Item No.	Volume Section No. Page No. Clause No. / Title Reference Text	Clarification Request	Proposed Revised Text (if any)	Response
38	Volume III, Part 3, Section VIII PC-5 Particular Conditions(PC), Part A - Contract Data 8.7 ; Delay Damage for the works	Although it is indicated the number in the left box is daily LD for each KD, if it is set daily basis, Bidder considers current delay damages are too high, since the other similar rolling stock contract to design, manufacturing, supply, testing, commissioning and delivery of rolling stocks, which is also funded by JICA, requires much lower LD per day. Bidder would like to request Employer to reconfirm the numbers provided.		The daily amount for the LD has been revised. Addendum is issued. Please refer to Annex B Attachment 1.
39	Volume III, Part 3,	This clause specifies that Delay damages for the		The daily amount for the LD has been revised.

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Item No.	Volume Section No. Page No. Clause No. / Title Reference Text	Clarification Request	Proposed Revised Text (if any)	Response
	Section VIII PC-5 Particular Conditions(PC), Part A - Contract Data 8.7 ; Delay Damage for the works	Works shall be as below, however, the daily amounts look significantly high. For example, if the Contractor fails to achieve KD6, it would reach to the maximum amount of Delay damages in less than ten (10) accumulated days. "The daily amount payable for delay in achieving each Key Date as set out in the attached 'Table 1 – Key Dates' (see Attachment 1 herto) shall be as follow:' KD 1 - JPY 161,845,629 KD 2 – JPY 80, 922, 814 KD 3 – JPY 404,614,072 KD 4 – JPY 404,614,072 KD 5 – JPY 161,845,629 KD 6 – JPY 809,228,144 KD 7 – JPY 809,228,144 KD 8 – JPY 809,228,144 KD 9 – JPY 809,228,144		Addendum is issued. Please refer to Annex B Attachment 1.

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Item No.	Volume Section No. Page No. Clause No. / Title Reference Text	Clarification Request	Proposed Revised Text (if any)	Response
		KD 10 – JPY 809,228,144 KD 11 – JPY 809,228,144 KD 12 – JPY 809,228,144 KD 13 – JPY 809,228,144 KD 14 – JPY 242,768,443 KD 15 – JPY 161,845,629 Other similar contract in the Philippines to design, manufacturing, supply, testing, commissioning and delivery of rolling stocks, which is also funded by JICA, requires one two hundredth (0.005%) of the Contract Price per day as a delay damage. We would like to clarify the daily amount of the Delay damages above are defined correctly, and if not, please make sure the correct amount in order to avoid any misunderstanding.		

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Item No.	Volume Section No. Page No. Clause No. / Title Reference Text	Clarification Request	Proposed Revised Text (if any)	Response
40	Volume III, Part 3, Section VIII PC-6 Particular Conditions(PC), Part A - Contract Data 14.3(c) ; Limit of Retention Money	Bidder understands that this logic will be used only for release of retention. In other words, recoup of 10% retention will be done based on Milestones Payments, and Section will not be used until the release of retention start. Please clarify Bidder`s understanding is correct.		Bidder`s understanding is correct. The 10% retention will be done based on Milestone Payments.
41	Volume III, Part 3, Section VIII PC-9 Particular Conditions (PC), Part A - Attachment 1, Table 1, KD 15	In Contract Data 1.1.3.3(Vol III, Page PC-3), it is stipulated that Time for Completion is 72 months for the whole of the works. However, Bidder understand 78 months is correct one because some other KDs are set based on 78months for Time for Completion. Please clarify if		GBB No.2 publication has updated the Time for Completion from 72 months to 78 months.

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Item No.	Volume Section No. Page No. Clause No. / Title Reference Text	Clarification Request	Proposed Revised Text (if any)	Response
		Bidder's understanding is correct.		
42	Volume III, Part 3, Section VIII PC-34 Particular Conditions, Appendix 3, Gender Action Plan	Although it is mentioned that Annex F may be completed at the time of Award of Contract, Annex F (Retention Money Security) shall be submitted at the time of TOC issued. Please clarify if Bidder's understanding is correct.		This blank form will be a part of the Contract Documents and the Contractor still need to submit these forms.
43	Volume III, Part 3, Section IX CF-5 Contract Form CF3 Schedules	Please clarify how this form will be inserted to Bidding documents and/or Contract Agreement. Can Bidder understand that this form will be used as part of Contract Agreement?		The blank forms will be a part of the Contract Documents.

Annex B

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<table>
<tr><th>ITEM NO.</th><th>REFERENCE/CLAUSE/ SECTION</th><th>REVISIONS / AMENDMENTS</th></tr>
<tr><td colspan="3">Volume I. Part 1 – Bidding Procedures</td></tr>
<tr><td>1.</td><td>Page BF-42 and BF-43
Schedule 1.4: Transportation, On-Site Assembling and Testing</td><td>Revised table for Schedule 1.4 for the following:
<table>
<tr><th rowspan="2">Milestone No.</th><th rowspan="2">Work Description (Milestone)</th><th rowspan="2">Unit</th><th rowspan="2">Quantity</th><th colspan="2">Unit Rate/Price</th><th colspan="2">Amount</th></tr>
<tr><th>Local</th><th>Foreign</th><th>Local</th><th>Foreign</th></tr>
<tr><td></td><td>(Payment for Milestones 401 to 408 above will be made upon completion of the transportation, on-Site assembling and testing of each trainset, in proportion to the total number of trainsets required.)</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td></tr>
</table>
</td></tr>
</table>

		409	Completion of Trial Operations, comprising 1500 km Fault Free Running for all 38 trainsets.	sum	1					
			(Payment for Milestone 409 will be made upon completion of the Trial Operations for each trainset, in proportion to the total number of trainsets required.)	-	-	-	-	-	-	
		410	Completion of In-service Operations, comprising 10,000 km or 2 months of continuous Fault Free Running for all 38 trainsets, and obtaining the Performance Certificate from the Engineer for the entire fleet of 38 trainsets.	sum	1					

<table>
<tr><td></td><td></td><td></td><td></td><td>(Payment for Milestone 410 will be made only after the Performance Certificate for the entire fleet of 38 trainsets has been issued by the Engineer.)</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td>-</td><td></td></tr>
<tr><td>2.</td><td>Page BF-46
Schedule 1.6: Spare Parts, Special Tools, Testing Equipment</td><td colspan="9"><u>Revised table for Schedule 1.6 for the following:</u>
<table>
<tr><th rowspan="2">Milestone No.</th><th rowspan="2">Work Description (Milestone)</th><th rowspan="2">Unit</th><th rowspan="2">Quantity</th><th colspan="2">Unit Rate/Price</th><th colspan="2">Amount</th></tr>
<tr><th>Local</th><th>Foreign</th><th>Local</th><th>Foreign</th></tr>
<tr><td>602</td><td>Other obligations with regard to the spare parts, special tools and testing equipment that are considered necessary to comply with the Contract but which are not covered in other Schedules</td><td>sum</td><td>1</td><td></td><td></td><td></td><td></td></tr>
</table></td></tr>
</table>

<table>
<tr><td></td><td></td><td><table><tr><td></td><td>and the above Milestone items.</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>3.</td><td>Page No. BF-66
Item No.3</td><td><u>Revised item 3 with the following:</u>

Litigation History

☐ No court/arbitral award decisions against the Bidder since 1st January 2015, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.2.3.

☐ Court/arbitral award decisions against the Bidder since 1st January 2015, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.2.3, are indicated below:</td></tr>
<tr><td>4</td><td>Page No. BF-86
Item 20.11.4</td><td><u>Revised item 20.11.4 with the following:</u>

20.11.4 As a minimum, the IMP shall contain the content as in Table 20.1 below. The intention of each section of IMP is described by the text inside the right-hand column.</td></tr>
<tr><td>5.</td><td>Page BF-89
Form ACK</td><td><u>Revised Form ACK with the following:</u>

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 the information provided in the Bid submitted by the Bidder for Loan No. [insert Loan No.] of the Malolos-Clark Railway Project and the North South Railway Project-South Line (Commuter) 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:</td></tr>
</table>

6.	Page BF-91 Form of Bid Security (Bank Guarantee)	Changed the format for paragraph 4 the following: This guarantee will expire and shall be returned to the Applicant: on *the [specific date after twenty-eight (28) days beyond the original bid validity period from the Bid submission deadline]* or, in any of the case in (a) or (b) below, whichever comes earlier: (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

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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 ERG-86 Item 20.11.4	Revised item 20.11.4 with the following: 20.11.4 As a minimum, the IMP shall contain the content as in Table 20.1 below. The intention of each section of IMP is described by the text inside the right-hand column.
2	Page ERT-5 Item 1.5.1	Revised item 1.5.1 with the following: 1.5.1 Horizontal Curve Radius For main line: More than 260 m for NSCR, MCRP and NSRP-South For side track: More than 100m For stations: More than 400 m For turnouts: More than 160 m (Main Line) for NSCR; More than 165m (Main Line) for MCRP and NSRP-South For depot: More than 100 m for NSCR, MCRP and NSRP-South
2.	Page ERT-10 Item 1.8.6.2	Revised item 1.8.6.2 with the following: 1.8.6.2 Rotating mass shall be calculated by the shape of the wheel, rotor of motor etc. for the performance calculation.

3.	Page ERT-34 Item 3.4.12	Revised item 3.4.12 with the following: 3.4.12 The housings shall incorporate seals to prevent leakage of grease and infiltration of water and dirt and maximize lubricant life. Bearing lubricant shall not, in any circumstances, be allowed to leak or discharge onto the wheel or rail surface. Axles shall be provided with mounting arrangement for disc brake and electrical current return assemblies.
4.	Page ERT-50 Item 6.1.3	Revised item 6.1.3 with the following: 6.1.3 All interior lights shall have a level of protection of at least IP54 or equivalent to Japanese proven product. All exterior lights and switches shall have a level of protection of at least IP65.
5.	Page ERT- 87 Item 15.3.10	Revised item 15.3.10 with the following: 15.3.10 The message library shall be dimensioned with a minimum storage capacity proposed by the Contractor.
6.	Page ERT-96 Item 16.10.3	Revised item 16.10.3 with the following: 16.10.3 Automatic Train Operation Protection (ATP) Mode
7.	Page ERT-109 Item 20.3.8	Revised item 20.3.8 with the following: 20.3.8 The parking brake shall be tested to demonstrate its ability to hold a consist on the specified gradient. The test shall be undertaken at the time of handing over of the Rolling Stock.
8.	Page ERT-123 Item22.6.7	Revised item 22.6.7 with the following: 22.6.7 All equipment stated above shall be handed over to the Employer after the completion of DNP.

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Volume III. Part 3 – Condition of Contract

ITEM NO.	REFERENCE/CLAUSE/SECTION	REVISIONS / AMENDMENTS
1.	Page PC-5 Item 8.7	<u>Revised item 8.7 with the following:</u> The daily amount payable for delay in achieving each Key Date as set out in the attached 'Table 1 – Key Dates' (see Attachment 1 hereto) shall be as follows: KD 1 - JPY 1,618,456 KD 2 – JPY 809,228 KD 3 – JPY 4,046,141 KD 4 – JPY 4,046,141 KD 5 – JPY 1,618,456 KD 6 – JPY 8,092,281 KD 7 – JPY 8,092,281 KD 8 – JPY 8,092,281 KD 9 – JPY 8,092,281 KD 10 – JPY 8,092,281 KD 11 – JPY 8,092,281 KD 12 – JPY 8,092,281 KD 13 – JPY 8,092,281 KD 14 – JPY 2,427,684 KD 15 – JPY 1,618,456

Annex B – Attachment 1

Schedule 1.4 : Transportation, On-Site Assembling and Testing

Milestone No.	Work Description (Milestone)	Unit	Quantity	Unit Rate/Price		Amount	
				Local	Foreign	Local	Foreign
401	Transportation from the port of arrival to a designated Depot, assembling of the 1st to 5th trainsets of 8 cars, completion of the Site Acceptance Tests and completion of all commissioning work, and acceptance thereof by the Engineer - (total of 5 trainsets).	sum	1				
402	Same as above but for the 6th to 10th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
403	Same as above but for the 11th to 15th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
404	Same as above but for the 16th to 20th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
405	Same as above but for the 21st to 25th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
406	Same as above but for the 26th to 30th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
407	Same as above but for the 31st to 35th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
408	Same as above but for the 36th to 38th trainsets of 8 cars - (total of 3 trainsets).	sum	1				
	(Payment for Milestones 401 to 4084 above will be made upon completion of the transportation, on-Site assembling and testing of each trainset, in proportion to the total number of trainsets required.)	-	-	-	-	-	-

Milestone No.	Work Description (Milestone)	Unit	Quantity	Unit Rate/Price		Amount	
				Local	Foreign	Local	Foreign
409	Completion of Trial Operations, comprising 1500 km Fault Free Running for all 38 trainsets.	sum	1				
	(Payment for Milestone 40~~95~~ will be made upon completion of the Trial Operations for each trainset, in proportion to the total number of trainsets required.)	-	-	-	-	-	-
410	Completion of In-service Operations, comprising 10,000 km or 2 months of continuous Fault Free Running for all 38 trainsets, and obtaining the Performance Certificate from the Engineer for the entire fleet of 38 trainsets.	sum	1				
	(Payment for Milestone 41~~006~~ will be made only after the Performance Certificate for the entire fleet of 38 trainsets has been issued by the Engineer.)	-	-	-	-	-	-
411	Other obligations with regard to the transportation, on-Site assembling and testing that are considered necessary to comply with the Contract but which are not covered in other Schedules and the above Milestone items.	sum	1				
	Note: The Bidder may sub-divide the above Milestones and/or add appropriate proposed Milestones.	-	-	-	-	-	-
					Total for Schedule 1.4 (Carried forward to Grand Summary)		

Note: In case of more than one foreign currency, the Bidder shall split the column Foreign Currency in two.

Bidder's Signature _____

Schedule 1.4 : Transportation, On-Site Assembling and Testing

Milestone No.	Work Description (Milestone)	Unit	Quantity	Unit Rate/Price		Amount	
				Local	Foreign	Local	Foreign
401	Transportation from the port of arrival to a designated Depot, assembling of the 1st to 5th trainsets of 8 cars, completion of the Site Acceptance Tests and completion of all commissioning work, and acceptance thereof by the Engineer - (total of 5 trainsets).	sum	1				
402	Same as above but for the 6th to 10th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
403	Same as above but for the 11th to 15th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
404	Same as above but for the 16th to 20th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
405	Same as above but for the 21st to 25th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
406	Same as above but for the 26th to 30th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
407	Same as above but for the 31st to 35th trainsets of 8 cars - (total of 5 trainsets).	sum	1				
408	Same as above but for the 36th to 38th trainsets of 8 cars - (total of 3 trainsets).	sum	1				
	(Payment for Milestones 401 to 408 above will be made upon completion of the transportation, on-Site assembling and testing of each trainset, in proportion to the total number of trainsets required.)	-	-	-	-	-	-

Milestone No.	Work Description (Milestone)	Unit	Quantity	Unit Rate/Price		Amount	
				Local	Foreign	Local	Foreign
409	Completion of Trial Operations, comprising 1500 km Fault Free Running for all 38 trainsets.	sum	1				
	(Payment for Milestone 409 will be made upon completion of the Trial Operations for each trainset, in proportion to the total number of trainsets required.)	-	-	-	-	-	-
410	Completion of In-service Operations, comprising 10,000 km or 2 months of continuous Fault Free Running for all 38 trainsets, and obtaining the Performance Certificate from the Engineer for the entire fleet of 38 trainsets.	sum	1				
	(Payment for Milestone 410 will be made only after the Performance Certificate for the entire fleet of 38 trainsets has been issued by the Engineer.)	-	-	-	-	-	-
411	Other obligations with regard to the transportation, on-Site assembling and testing that are considered necessary to comply with the Contract but which are not covered in other Schedules and the above Milestone items.	sum	1				
	Note: The Bidder may sub-divide the above Milestones and/or add appropriate proposed Milestones.	-	-	-	-	-	-
					Total for Schedule 1.4 (Carried forward to Grand Summary)		

Note: In case of more than one foreign currency, the Bidder shall split the column Foreign Currency in two.

Bidder's Signature _____

Schedule 1.6 : Spare Parts, Special Tools, Testing Equipment

Milestone No.	Work Description (Milestone)	Unit	Quantity	Unit Rate/Price		Amount	
				Local	Foreign	Local	Foreign
601	Delivery to the Site of spare parts, consumables, special tools, testing equipment and measuring instruments including drawings and catalogues in English (original plus 5 hard copies), and obtaining acceptance thereof from the Engineer.	sum	1				
	(Payment will be made upon completion of the delivery of all spare parts, special tools and testing equipment.)	-	-	-	-	-	-
6024	Other obligations with regard to the spare parts, special tools and testing equipment that are considered necessary to comply with the Contract but which are not covered in other Schedules and the above Milestone items.	sum	1				
	Note: The Bidder may sub-divide the above Milestones and/or add appropriate proposed Milestones.						
					Total for Schedule 1.6 (Carried forward to Grand Summary)		

Note: In case of more than one foreign currency, the Bidder shall split the column Foreign Currency in two.

Bidder's Signature _____

Schedule 1.6 : Spare Parts, Special Tools, Testing Equipment

Milestone No.	Work Description (Milestone)	Unit	Quantity	Unit Rate/Price		Amount	
				Local	Foreign	Local	Foreign
601	Delivery to the Site of spare parts, consumables, special tools, testing equipment and measuring instruments including drawings and catalogues in English (original plus 5 hard copies), and obtaining acceptance thereof from the Engineer.	sum	1				
	(Payment will be made upon completion of the delivery of all spare parts, special tools and testing equipment.)	-	-	-	-	-	-
602	Other obligations with regard to the spare parts, special tools and testing equipment that are considered necessary to comply with the Contract but which are not covered in other Schedules and the above Milestone items.	sum	1				
	Note: The Bidder may sub-divide the above Milestones and/or add appropriate proposed Milestones.						
					Total for Schedule 1.6 (Carried forward to Grand Summary)		

Note: In case of more than one foreign currency, the Bidder shall split the column Foreign Currency in two.

Bidder's Signature _____

3. Litigation History

Litigation History		
☐ No court/arbitral award decisions against the Bidder since 1st January 20154, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.2.3.		
☐ Court/arbitral award decisions against the Bidder since 1st January 20154, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.2.3, are indicated below:		
Year of award	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and USD equivalent)**
[*insert year*]	• 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*]

3. Litigation History

Litigation History		
☐ No court/arbitral award decisions against the Bidder since 1st January 2015, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.2.3. ☐ Court/arbitral award decisions against the Bidder since 1st January 2015, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.2.3, are indicated below:		
Year of award	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and USD equivalent)**
[*insert year*]	• 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 ACK : Acknowledgement of Compliance with the 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 the information provided in the Bid submitted by the Bidder for Loan No. *[insert Loan No.]* of the Malolos-Clark Railway Project and the North South Railway Project-South Line (Commuter) 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) all information provided in the Bid submitted by the Bidder and its subcontractors for the North South Commuter Railway Extension (NSCR-Ex) Project – the Malolos-Clark Railway Project and the North-South Railway Project - South Line (Commuter) is true, correct and accurate to the best of the Bidder's and my knowledge and belief; and

(ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corruptor fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

<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 (1) 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 (1) 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 and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.

Form ACK : Acknowledgement of Compliance with the 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 the information provided in the Bid submitted by the Bidder for Loan No. *[insert Loan No.]* of the Malolos-Clark Railway Project and the North South Railway Project-South Line (Commuter) 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) all information provided in the Bid submitted by the Bidder and its subcontractors for the North South Commuter Railway Extension (NSCR-Ex) Project – the Malolos-Clark Railway Project and the North-South Railway Project - South Line (Commuter) is true, correct and accurate to the best of the Bidder's and my knowledge and belief; and

(ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corruptor fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

<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 (1) 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 (1) 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 and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.

Form of Bid Security (Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: Procurement Service
RR Road, Cristobal Street
Paco, Manila

IFB No.: PB20-023-4

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 the Procurement of Package CP NS-02: Rolling Stock - Commuter Trainsets for the Malolos-Clark Railway Project and the North South Railway Project-South Line (Commuter) under Loan Agreement No. PH-P270 dated 21 January 2019.

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 its 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~~:~~ on the *[specific date after twenty-eight (28) days beyond the original bid validity period from the Bid submission deadline]* or, in any of the case in (a) or (b) below, whichever comes earlier: (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.

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[*Guarantor letterhead or SWIFT identifier code*]

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h. Such methodology shall include both initial definition and formal change information when a change on one side of the interface shall require a corresponding change to the other. After the review of Interface Management Plan by Engineer, the Contractor shall execute the Works in accordance with the plan.

20.11.2 The Contractor shall fully coordinate the design of the Contract Works with all relevant bodies and entities, in particular government authorities, departments and regulatory bodies, utility companies, and the consultants and contractors of adjacent projects, whether ongoing or planned.

20.11.3 Interface issues and their resolution shall be regularly addressed in the monthly progress report. All submissions shall conform to interface requirements.

20.11.4 As a minimum, the IMP shall contain the content as in Table 20.1 below. The intention of each section of IMP is described by the text inside the right-hand column ~~in italics~~.

20.11.5 In the event of delay in the procurement of interface contractor or other parties, the Employer shall be responsible in providing the interface related information to the Contractor.

Table 20.1 Interface Management Plan

1	**Introduction**	
1.1	Purpose of the Document	Describe the methodology to be adopted by the Contractor in managing all interface issues
1.2	Overview	Project overview of the Contractor and interface contractor interfaces
2	**Resource Management**	
2.1	Organization and roles & responsibilities	Description of organization structure
2.2	Resource requirements	Detailed description of the personnel, tools, logistics that shall be included in this section
3	**Interface Requirements**	
3.1	Allocation of interface requirements	This is an introduction to Section 3.2 below
3.2	Interface description between contractors	Task Allocation Table (TAT) shall be included in this section
3.3	Areas of concern	Process for managing the interface concerns
4	**Process Management**	

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b. Overall length: 20,000 mm (excluding overhung of leading car)
c. Train length: 160,000 mm (excluding overhung of both leading cars)
d. Overall Width: 2,950 mm (excluding light on both sides of the car)
e. Overall height from top of rail to roof: 3,655 mm (excluding air conditioning system on the roof)
f. Floor height: 1,130～1,150 mm
g. Pantograph lock down height: Max. 4,150 mm
h. Pantograph height working range: 4,400 – 5,415 mm
i. Wheel Diameter: 780～860 mm
j. Wheel base: 2,100 mm
k. Distance between Bogie center:13,800 mm
l. Passenger Doors: pocket type
m. Doorway width: 1,300 mm
n. Doorway height: 1,850 mm.

1.3.4.2 Alternative car configurations and physical characteristics may be proposed and considered subject to verification of suitability of performance, capacity, network compatibility, infrastructure and facilities.

1.4 Track Standards

Main Line : EN 60 E1 Standard length 25 m.

Depot : JIS 50N Standard length 25 m.

1.5 Route Data

1.5.1 Horizontal Curve Radius

For main line:	More than 260 m for NSCR, MCRP and NSRP-South
For side track:	More than 100m
For stations:	More than 400 m
For turnouts:	More than 160 m (Main Line) for NSCR;
	More than 165m (Main Line) for MCRP and NSRP-South
For depot:	More than 100 m for NSCR, MCRP and NSRP-South
	~~More than 92 m for MCRP and NSRP-South~~

1.5.2 Transition Curve Length

For NSCR:

a. Maximum out of L1, L2, and L3
b. Where L1=800 C, L2=7.5 CV, L3=6.75 CdV
c. Length between transition curves: more than 20 m

For MCRP and NSRP-South:

a. Maximum out of L1, L2 and L3

b. Overall length: 20,000 mm (excluding overhung of leading car)
c. Train length: 160,000 mm (excluding overhung of both leading cars)
d. Overall Width: 2,950 mm (excluding light on both sides of the car)
e. Overall height from top of rail to roof: 3,655 mm (excluding air conditioning system on the roof)
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a. Maximum out of L1, L2 and L3

1.8.4.3 The Contractor shall confirm by calculation and by test that an 8-car train with W0 and 20 t/car loading condition is capable of hauling (pushing or pulling) another 8-car train with 20 t/car loading condition to the nearest station, including traversing the maximum main line gradient.

1.8.4.4 Similarly, the Contractor shall confirm by calculation and by test that 8-car train in W0 loading condition is capable of hauling (pushing or pulling) another 8-car train also in W0 loading condition, with an inoperative propulsion system, from the farthest terminal station back to the depot, including its worst condition.

1.8.4.5 The Contractor shall confirm by calculation and test that 8 cars train-set at W0 loading condition can push and tow a 10 cars train-set at 20 t/car loading condition (537 ton) with an inoperative propulsion system in its worst condition. If the healthy train cannot be pushed or towed at the 3.5% upgrade, then the high acceleration mode shall be applied. But this requirement is under the non-slip condition, and the adhesion at this requirement is not to be considered. The test shall be conducted under the non-slip condition.

1.8.4.6 For the test at 20 t/car written above, it is also permitted to convert from the results of empty tests and certain loaded tests.

1.8.4.7 In case of coupling inoperable train and rescue train, emergency brake circuit shall be connected between these two trains by emergency electric coupler. These two trains emergency brake shall be controlled at the same demand synchronously from both train's operator cabs. Intercom between these trains, buzzer and any other circuit required for rescue operation shall be connected by emergency electric coupler. The specifications for rescue operation and emergency electric coupler shall be considered coupling other project trains in interoperability section and shall be reviewed by the Engineer.

1.8.5 Brake Performance at Parking

1.8.5.1 The Contractor shall confirm by calculation and by test that the friction brakes are capable of holding 8-cars train with 20 t/car loading condition on a 3.5% grade. Also, the Contractor shall confirm by calculation and by test that the parking brake is capable of holding an 8-cars train coupled to a disabled (i.e. without any brake) 8-car train with both trains at W0 load condition on a 3.5% grade.

1.8.5.2 The parking brake force on an individual axle shall allow wheels to rotate during emergency train recovery (pushing/pulling of defective trainset).

1.8.6 Performance Calculation

1.8.6.1 The Contractor shall calculate train performance by simulation. A running curve with speed versus distance for both directions shall be provided as a simulation result.

1.8.6.2 Rotating mass shall be calculated by the shape of the wheel, ~~brake disc,~~ rotor of motor etc. for the performance calculation.

1.8.7 Energy Consumption

1.8.7.1 The Contractor shall design the train to minimize energy consumption and calculate energy consumption of the train running on the entire revenue line for both directions at a loading conditions of W0 and W0 plus a load of 20 t/car.

1.8.4.3 The Contractor shall confirm by calculation and by test that an 8-car train with W0 and 20 t/car loading condition is capable of hauling (pushing or pulling) another 8-car train with 20 t/car loading condition to the nearest station, including traversing the maximum main line gradient.

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3.4 Wheels, Wheel Sets and Axles

3.4.1 Wheels shall be of a proven design from a reputable manufacturer.

3.4.2 The wheels shall be compliant with the requirements for JIS E4502 or equivalent standards for 1435 mm gauge.

3.4.3 Wheel sets shall be protected using a paint system, which shall protect the wheel sets from damage by corrosion for at least the period between bogie overhauls without maintenance.

3.4.4 The Contractor shall submit comprehensive details of the wheel set design. The submission shall include, as a minimum, axle detail drawings, axle design calculations, wheel detail drawings, wheel design calculations and wheel sets assembly drawings and procedures.

3.4.5 Easy access shall be provided to both ends of all axles to allow ultrasonic testing of the axles. It shall be possible to carry out ultrasonic testing with the wheel set in situ under the cars.

3.4.6 The Contractor shall submit procedures for testing of a free-standing assembled wheel set and for testing of a wheel set in situ under a car. It shall include the location of testing and refer to test standards.

3.4.7 The wheel set shall be in compliance with requirements as per JIS E 4504 or equivalent standards.

3.4.8 The axle shall be designed in accordance with JIS E 4502 or equivalent standards.

3.4.9 Wheels, axles, drive gears and axle bearings shall be assembled on axles by an interference fit method.

3.4.10 The objective is that the wheels shall achieve a wheel flange wear rate of less than 0.02 mm/1000 km under the designed civil and track work maintenance tolerance.

3.4.11 The Contractor shall carry out bearing life calculations to demonstrate that the selected size of bearing is adequate for L10 bearing life of 1,200,000 km.

3.4.12 The housings shall incorporate seals to prevent leakage of grease and infiltration of water and dirt and maximize lubricant life. Bearing lubricant shall not, in any circumstances, be allowed to leak or discharge onto the wheel or rail surface. Axles shall be provided with mounting arrangement ~~for disc brake and~~ electrical current return assemblies.

3.4.13 Axles shall be designed to withstand the maximum axle load of 16,000 kg and have a fatigue life of not less than 30 years.

3.4.14 Full details of the axle, wheel and gear machining details shall be provided, together with process details, including the specific type of lubricants used. The Contractor shall provide the pressing records of all wheel sets in the Car History Books.

3.4.15 The wheel back-to-back dimension shall be between 1,359 and 1,362 mm.

3.5 Axle Boxes

3.5.1 Axle box bearings shall be of the grease self-lubricated roller type, sealed for life.

3.5.2 Bearings shall be sealed by labyrinth seals and if replenishment of grease is required between overhauls, this shall be possible without removing any other equipment. Suitable standard grease fittings shall be provided for this purpose.

3.5.3 Any design incorporating a wearing surface between the axle box and the bogie frame shall not be accepted.

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6 Lighting

6.1 General

6.1.1 The lighting circuits shall include at least:

a. Driver's cab lights;

b. Passenger saloon lights;

c. Passenger saloon emergency lights; and

d. Exterior lights.

6.1.2 The Contractor shall ensure all lighting fulfills the mandatory requirements of JIS E 4016 – Illuminance for Railway Rolling Stock – Recommended levels and measuring methods or other equivalent standards.

6.1.3 All interior lights shall have a level of protection of at least IP54 or equivalent to Japanese proven product. All exterior lights and switches shall have a level of protection of at least IP65.

6.1.4 Care shall be taken to ensure that flickering does not occur during train starting or normal running.

6.1.5 Individual lights circuits shall be protected from abnormal currents via separate miniature circuit breakers. Each light circuit shall be controlled by separate switching.

6.1.6 The lighting functionality and operation shall be agreed through the design review process.

6.2 Driver's Cab Lights

6.2.1 Lighting in the driver's cab shall be able to be controlled by the driver. In addition to general lighting a driver's spot light shall be provided for the purposes of reading.

6.2.2 Lighting in the driver's cab area shall be powered via the battery system when the auxiliary power supply is not working.

6.2.3 The Contractor shall provide LED lighting which is no less than 100 lux measured on vertical plane 500 mm above driver seat level.

6.3 Passenger Saloon Lights

6.3.1 The driver shall be able to control the lighting in a train consist. The lighting arrangement shall be configured to provide continuous uniform lighting, to eliminate glare and to minimize the creation of shadows.

6.3.2 The Contractor shall provide LED lighting in the passenger area that is modern and aesthetically pleasing with a mass production of over 5-year service proven history. The lighting minimum declared life shall be 50,000 hours. The lighting shall be powered by 220 V ac supply.

6.3.3 The lighting intensity at passenger sitting reading level (500 mm above seat level) shall be no less than 400 lux and at 850 mm above floor level no less than 200 lux. Passenger saloon lighting shall have no significant dark areas behind the diffusers. The main passenger lights circuit shall be protected from abnormal currents via a separate circuit breaker.

6.4 Passenger Emergency Lighting

6.4.1 A reduced level of passenger saloon lighting shall be powered from batteries if the overhead power is not present or the auxiliary power supply has failed.

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15.3.10 The message library shall be dimensioned with a minimum storage capacity proposed by the Contractor ~~of 1TByte~~.

15.3.11 Message categories shall include service status, places of interest, safety messages, emergency messages, details of train start location and train destination along with next station details, etc.

15.3.12 The PA system shall be interfaced to enable selected safety and emergency messages broadcast on the train PA system within each train.

15.3.13 Within each train cab a PA Control unit shall be supplied.

15.3.14 PA broadcasts initiated by the train driver shall have priority over other broadcasts.

15.4 Internal Guidance Display

15.4.1 The guidance display shall be digital-signage to present on dedicated TV style color monitors, (17-inch LCD), a display to show typically, the destination, the next station, which side door opening, transit information, line map, time to arrive at each stations, the guidance of the next station, etc.

15.4.2 The displays for advertisement (21.5-inch or more LCD) shall be installed between doors on both sides (total 6 displays per car). These displays shall be mounted above the window. Advertisement contents shall be installed into this system directly. Also, it shall be prepared to be able to be installed remotely by interfacing with the wireless another system.

15.5 External Destination Sign System

15.5.1 The destination sign located at the end of the consist shall provide, as a minimum, information on the train running number along with the start and destination locations of the train service and any special information such as 'Not in Service', etc.

15.5.2 The destination sign shall be installed externally on each cab car above the windshield and two units on each side of each car above the window.

15.5.3 A hinged panel shall be installed in the driver's cab to provide ready access to the destination sign unit.

15.5.4 The destination sign shall be suitably sized with text colors such that passengers waiting on platforms shall be able to see clearly the information displayed on the train approach to the platform under all conditions.

15.5.5 The destination sign shall be programmable from the TMS in the driver's cab.

15.5.6 The destination sign in the non-active cab and on the side of the car shall automatically indicate the same destination as in the active cab.

15.5.7 The design of the destination sign shall allow manual override in the case of a defect in the electronics system.

15.5.8 The Contractor shall propose options for the electronic destination display sign system for the Engineer's review.

15.5.9 Choosing optimal colors according to train type, guidance content and display that is easy for the user to understand shall be implemented.

15.5.10 Display contents, colors, fonts, etc. shall be reviewed by the Engineer.

15.3.10 The message library shall be dimensioned with a minimum storage capacity proposed by the Contractor.

15.3.11 Message categories shall include service status, places of interest, safety messages, emergency messages, details of train start location and train destination along with next station details, etc.

15.3.12 The PA system shall be interfaced to enable selected safety and emergency messages broadcast on the train PA system within each train.

15.3.13 Within each train cab a PA Control unit shall be supplied.

15.3.14 PA broadcasts initiated by the train driver shall have priority over other broadcasts.

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16.10.3 **Automatic Train ~~Operation~~ Protection (ATP) Mode**

16.10.3.1 In ATP Mode the train will be driven by the train operator, obeying cab signals provided in the operator's HMI. In ATP mode, the on-board signaling system shall provide cab signals and all other indications necessary to operate the train. Door opening and closing operation shall be carried out by the train operator.

16.10.4 **Running-on-Sight (ROS) Mode**

16.10.4.1 The ROS mode is selected by the train operator if the signaling system (on board or wayside) is not fully operational.

16.10.4.2 In ROS mode of operation, the Mode Selector Switch is in the ATP position and ROS mode is selected by a ROS button/key and the train operator runs on sight.

16.10.4.3 Maximum speed in ROS mode is 25km/h.

16.10.4.4 This mode remains in operation until sufficient conditions have been met to allow for a transfer to the ATP mode. However, the train operator will select the ROS signaling mode in certain cases (e.g. following an emergency brake application).

16.10.4.5 The ETCS Signaling System shall permit the train to transfer from ROS to ATP mode automatically without stopping the train, however the ROS mode can only be selected when the train is stationary.

16.10.5 **Restricted Manual (RM) Mode**

16.10.5.1 The RM mode is the default mode of operation in the Depot.

16.10.5.2 In Restricted Manual mode the train speed shall be limited to 25 km/h.

16.10.5.3 This mode shall be available only when the on-board signaling equipment is operational. RM mode shall also be utilized in the main line for coupling of trains for call-on or push-out train operations.

16.10.6 **Cut-out Mode**

16.10.6.1 In Cut-out mode, the train will be operated by the train operator in accordance with procedures and instructions from the Traffic Controller.

16.10.6.2 Cut-out mode is intended for use in the case of complete train-borne signaling-system failure preventing release of the emergency brake.

16.10.6.3 In Cut-out mode the Rolling Stock Contractor will ensure to limit the maximum speed to 25 km/h.

16.11 Interfacing Works on DMI

The NS-02 Contractor shall coordinate with NS-01 Contractor and also with CP04 Contractor to determine the suitable location of DMI (Driver Machine Interface) on the train's dashboard. The Contractors' shall consider only single DMI to optimize the driving console in the cab

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20.3 Design Qualification Testing

20.3.1 As part of the design verification process, type tests shall be carried out to demonstrate that the design of the train consist and its systems are in full compliance with the requirements specified in this ERT. The tests shall be completed at the Contractor's manufacturing facility unless otherwise specified or reviewed by the Engineer;

20.3.2 The Contractor shall perform an endurance test in accordance to the requirements of ERT Sub-Clause 7.1 - Passenger Side Entrance Doors on the proposed door design to demonstrate that the requirements specified therein are met;

20.3.3 The door system shall be endurance tested on a rig in suitable climatic conditions to demonstrate that the door system shall allow the train consist to meet the requirements of this ERT. The rig shall test opening and closing of the door, obstruction detection and re-opening of the door in a combination to simulate likely service operation and shall be submitted for review by the Engineer;

20.3.4 Design qualification testing shall be performed on the complete propulsion, braking and TMS systems configuration, using simulated loads on the traction motors. Combined propulsion system testing shall be in accordance with IEC 61287-1 and IEC 61377 or equivalent;

20.3.5 Design qualification testing shall be performed on the complete auxiliary power system configuration, using simulated loads. Combined auxiliary power system testing shall be in accordance with IEC 61287-1 or equivalent;

20.3.6 Design qualification testing shall be performed for the TMS system to verify designed capacity of the systems, functional requirement and correct interfacing. The real interface hardware and software shall be used where possible;

20.3.7 The braking system shall be tested to demonstrate its ability to satisfactorily interface with the train control and signaling systems, and provide performance as specified herein;

20.3.8 The parking brake shall be tested to demonstrate its ability to hold a consist on the specified gradient~~. The test shall record the actual force required to overcome the parking brake in a failure recovery situation on both level track and a 3.5% gradient~~. The test shall be undertaken at the time of handing over of the Rolling Stock;

20.3.9 Before transporting the Rolling Stock to Manila, the Contractor shall perform a test to demonstrate that the emergency and service braking requirements have been met for each design deceleration;

20.3.10 The Contractor shall prepare and conduct qualification tests to demonstrate that all other equipment to be supplied shall operate properly within the limits of the environmental and/or physical parameters listed in this ERT. The test shall be undertaken at the time of handing over of the Rolling Stock at the depot; and

20.3.11 Running resistance and an energy consumption test shall be conducted during type test.

20.3.12 Any design changes, adjustments, etc., that are required to meet the performance requirements, shall be fully re-tested and documented. All equipment design changes shall be subject to prior review by the Engineer.

20.3.13 For any unit previously qualified, or with a railroad proven service history, the Contractor may request a waiver from performing the qualification test. However, the request for a waiver must be accompanied by a duplicate test report or certification for review by the Engineer in order to satisfy qualification requirements. The waiver request must include justification of the claim that the equipment and test(s) are substantially the same as those in the current qualification requirements.

20.3.14 Only with the written consent of the Engineer shall qualification testing or certification requirements be waived.

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20.3.8 The parking brake shall be tested to demonstrate its ability to hold a consist on the specified gradient. The test shall be undertaken at the time of handing over of the Rolling Stock;

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20.3.14 Only with the written consent of the Engineer shall qualification testing or certification requirements be waived.

20.4 Acceptance Testing

20.4.1 **General**

d. Fax machine and photocopy machine (latest model heavy duty);

e. Computer with internet connection (ten (10) sets, current model with printers and all peripherals);

f. Air conditioning; and

g. Meeting room with 1 conference table, 10 chairs, white board and bookshelves

22.6.7 All equipment stated above shall be handed over to the Employer after the completion of ~~the depot~~DNP.

22.6.8 **Cars for the Employer**

22.6.8.1 It shall be decided in liaison with the Contractor the best arrangement to ensure the following cars are available as a minimum up to the point of issue of the TOC.

22.6.8.2 These cars may be purchased in accordance with existing laws, rules and regulations, or leased by the Contractor, or a combination of both arrangements, whichever is best suited for the particular situation subject to the Engineer's review.

22.6.8.3 Leased cars will go off-hire but any purchased cars shall be transferred to the Employer at this time.

22.6.8.4 For the Employer; 5 units – MPV or SUV, Diesel, automatic transmission.

22.6.8.5 Authorized drivers only shall be allowed to use the cars, which shall be well maintained to the appropriate standard.

22.7 Warranties/Guaranties

22.7.1 The Contractor shall warrant that the design, materials and workmanship incorporated and used in the production of each system and car shall be free from defects and that system and its related components and apparatus comply with their corresponding specifications and/or relevant Engineer reviewed data and drawings.

22.7.2 Unless otherwise specified, the guarantee period for the following components shall commence from the date of issue of the Taking Over Certificate (TOC), which shall be done after all action items have been closed out on the car on which they are installed.

22.7.2.1 The car body structure (including the underframe and support brackets) shall be guaranteed for not less than ten (10) years;

22.7.2.2 The following equipment shall be guaranteed for an extended period of five (5) years:

a. Major components of the bogie (bogie frame, axles, suspensions, traction motors, gearboxes, etc.);

b. Areas painted for corrosion protection; and

c. Glass.

22.7.2.3 The car batteries shall be guaranteed for not less than three (3) years; and

22.7.2.4 All other car components and system shall be guaranteed for a period of two (2) years.

d. Fax machine and photocopy machine (latest model heavy duty);

e. Computer with internet connection (ten (10) sets, current model with printers and all peripherals);

f. Air conditioning; and

g. Meeting room with 1 conference table, 10 chairs, white board and bookshelves

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Conditions	Sub-Clause	Data
Normal working hours	6.5	Normal working hours is from 08:00 to 17:00 inclusive of 60 minutes meal period. However, overtime at the Contractor's expense will be permitted in accordance with Clause 6.5 (b) of the GC, subject to compliance with the applicable rules and regulations of Philippines Labor Codes. Any work planned (in the Philippine only) will require prior approval of the Engineer inclusive of test running and performance proving.
Commencement of Works	8.1	The Commencement of the Works planned date is May 1, 2021. Access dates are scheduled in Attachment 2.
Delay damages for the Works	8.7	The daily amount payable for delay in achieving each Key Date as set out in the attached 'Table 1 – Key Dates' (see Attachment 1 hereto) shall be as follows: KD 1 - JPY 1,61~~,~~8,45~~,~~6~~29~~ KD 2 – JPY 80~~,~~ 9,22~~,~~ 8~~14~~ KD 3 – JPY 4,04~~,~~6,14~~,~~1~~072~~ KD 4 – JPY 4,046,141~~404,614,072~~ KD 5 – JPY 1,618,456~~161,845,629~~ KD 6 – JPY 8,09~~,~~2,28~~,~~1~~44~~ KD 7 – JPY 8,092,281~~809,228,144~~ KD 8 – JPY 8,092,281~~809,228,144~~ KD 9 – JPY 8,092,281~~809,228,144~~ KD 10 – JPY 8,092,281~~809,228,144~~ KD 11 – JPY 8,092,281~~809,228,144~~ KD 12 – JPY 8,092,281~~809,228,144~~ KD 13 – JPY 8,092,281~~809,228,144~~ KD 14 – JPY 2,42~~,~~7,68~~,~~4~~43~~ KD 15 – JPY 1,61~~,~~8,45~~,~~6~~29~~
Maximum amount of delay damages	8.7	The maximum amount for cumulative delay damages for the Contract shall not exceed ten percent (10%) of the final Contract Price.
Provisional Sums	13.5.(b)(ii)	Fifteen percent (15%) of the actual amounts paid (or due to be paid) by the Contractor.

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