

BIDDING DOCUMENTS

FOR

THE PROCUREMENT OF

**PACKAGE CP NS-01: E&M SYSTEMS AND
TRACK WORKS**

Volume IV of IV

**PART 3 – CONDITIONS OF CONTRACT AND
CONTRACT FORMS**

March 2021

Employer:	Department of Transportation
Procuring Agent:	Procurement Service
Country:	Republic of the Philippines
Project:	The Malolos–Clark Railway Project and the North South Railway Project-South Line (Commuter)
Loan No.:	PH-P270

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BIDDING DOCUMENT

SUMMARY OF DOCUMENT

Invitation for Bids (IFB)

- Volume I. Part 1 – Bidding Procedures
 - Section I. Instructions to Bidders (ITB)
 - Section II. Bid Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria (EQC)
 - Section IV. Bidding Forms (BF)
 - Section V. Eligible Source Countries of Japanese ODA Loan (ESC)

- Volume II. Part 2 – Employer’s Requirements
 - Section VI. Employer’s Requirements (ER)
 - a) Scope of Works (SOW)
 - b) General Requirements (ERG)
 - c) Technical Requirements (ERT)

- Volume III. Part 2 – Employer’s Requirements
 - Section VI. Employer’s Requirements (ER)
 - d) Employer’s Drawings (ERD)

- Volume IV. Part 3 – Conditions of Contract and Contract Forms**
 - Section VII. General Conditions (GC)**
 - Section VIII. Particular Conditions (PC)**
 - Section IX. Annex to the Particular Conditions-Contract Forms (CF)**

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**PART 3 – CONDITIONS OF CONTRACT
AND CONTRACT FORMS**

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SECTION VII. GENERAL CONDITIONS

The General Conditions (GC) governing this Contract are the Standard General Conditions of Contract set forth in Part 3, Section VII of the Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (Trial Version) published by JICA in July, 2015.

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SECTION VIII. PARTICULAR CONDITIONS

The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Employer, the Engineer, the sector, the overall project and the Works. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Part A, Contract Data of the PC, includes data to complement the GC in a manner similar to the way in which the Bid Data Sheet complements the Instructions to Bidders.

Part B, the Specific Provisions of the PC should specify country- or project-specific provisions for PC in each case.

Clause numbers in the PC correspond to those in the GC.

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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	Time for Completion (including Integrated System Testing, attendance on Performance Testing and Test Run by Rolling Stock Contractors, and assistance on Trial Operation by Operator): Section 1: 37 months: Acceptance of the Platform Screen Door system for Section 1 certified as Substantially Complete, Section 2: 37 months: Completion of the whole of works for Section 2, Section 3: 48 months: Completion of the whole of works for Section 3, Section 4: 79 months: Completion of the whole of works for Section 4 including attendance on Rolling Stock for performance proving. The Contractor shall provide attendance on NS-02 and NS-03 Rolling Stock

		Contractors for performance testing. This amounts to 79 months for the whole of the Works. Refer to Table: Summary of Section below. Furthermore, 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 Table: Summary of Sections 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
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to, and possession of, all parts of the Site	2.1	The Employer shall give the Contractor right of access to, and/or occupation of the Site in accordance with the schedule described in Attachment-2 to Particular Conditions Part A Contract Data. Access will be given by Section / Sub-section.
Engineer's Duties and Authority	3.1(B)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) shall require approval of the Employer.
Performance Security	4.2	The Performance Security will be in the form of one "demand guarantee" for ten percent (10 %) of the Accepted Contract Amount and for the same currencies and proportion as the Accepted Contract

		<p>Amount.</p> <p>The amount of the Performance Security will be reduced in accordance with the provision of PC Sub-Clause 4.2.</p>
General Design Obligations	5.1	<p>Period for notifying errors, faults and defects in the Employer's Requirements: ninety (90) days.</p>
Normal working hours	6.5	<p>Work on the site is permitted 24 hours a day, 7 days a week.</p> <p>9 hours shift working inclusive of 60 minutes meal period is permitted. 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.</p> <p>Each worker shall have a minimum of one rest day per week.</p>
Commencement of Works	8.1	<p>The Commencement of the Works planned date is November 1, 2021. Access dates are scheduled in Attachment 2.</p>
Delay damages for the Works	8.7	<p>Five hundredths of a percent (0.05%) of the Accepted Contract Amount per day for the completion of the whole of the Works and for delay in achieving each Key Date for the respective elements of the Works.</p> <p>Refer to Table: Summary of Sections below.</p>
Maximum amount of delay damages	8.7	<p>The maximum amount for cumulative delay damages for the Contract shall not exceed ten percent (10%) of the final Contract Price.</p>
Provisional Sums	13.5.(b)(ii)	<p>Fifteen percent (15%) of the actual amounts paid (or due to be paid) by the Contractor.</p>
Total advance payment	14.2	<p>One overall Advance Payment of fifteen percent (15%) of the Accepted Contract Amount payable in the currencies and proportions in which the</p>

		Accepted Contract Amount is payable										
Repayment amortization rate of advance payment	14.2(b)	Thirty percent (30%).										
Percentage of Retention	14.3(c)	Ten percent (10%).										
Limit of Retention Money	14.3(c)	Five percent (5%) of the corresponding amount of each Section, into which the Accepted Contract Amount is apportioned in accordance with the relevant percentage stated in PC Part A Sub-clause 14.9.										
Minimum Amount of Interim Payment Certificates	14.6	Amount combined together both Local Currency and Foreign Currency equivalent to twenty-five hundredths of a percent (0.25%) of the Accepted Contract Amount. For the purpose of this Sub-Clause, the exchange to be employed for currency conversion shall be the exchange rate in accordance with Sub-Clause 14.15 (d).										
Relevant Percentage for each Section	14.9	The relevant percentage for each Section shall be the percentage indicated below; <table border="1" data-bbox="927 1137 1399 1473"> <thead> <tr> <th>Sections</th> <th>Relevant Percentage</th> </tr> </thead> <tbody> <tr> <td>Section 1</td> <td>Two percent (2%)</td> </tr> <tr> <td>Section 2</td> <td>Forty four percent (44%)</td> </tr> <tr> <td>Section 3</td> <td>Four percent (4%)</td> </tr> <tr> <td>Section 4</td> <td>Fifty percent (50%)</td> </tr> </tbody> </table>	Sections	Relevant Percentage	Section 1	Two percent (2%)	Section 2	Forty four percent (44%)	Section 3	Four percent (4%)	Section 4	Fifty percent (50%)
Sections	Relevant Percentage											
Section 1	Two percent (2%)											
Section 2	Forty four percent (44%)											
Section 3	Four percent (4%)											
Section 4	Fifty percent (50%)											
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1	Insurance shall be provided overall generally and by Section where appropriate. Insurance for Section 1 shall allow for working within another contractor’s site. Fourteen (14) days from the Commencement Date. Within fourteen (14) days from the date on which various insurances shall be taken out by the Contractor.										
Maximum amount of	18.2(d)	Deductible per occurrence shall not										

deductibles for insurance of the Employer's risks		exceed Japanese Yen Ten Million (JPY10,000,000).
Minimum amount of third-party insurance	18.3	Yen one hundred million (JPY100,000,000) for any one incident in the Philippines with number of incidents unlimited.
Date by which the DB shall be appointed	20.2	Twenty-eight (28) days after the Commencement Date.
The DB shall be comprised of	20.2	Three (3) Members.
List of potential DB sole members	20.2	Not applicable.
Appointment (if not agreed) to be made by	20.3	International Chamber of Commerce (ICC).

Table: Summary of Sections

<u>Section Name/Description</u> <u>(Sub-Clause 1.1.5.6)</u>	<u>Time for Completion</u> <u>(Sub-Clause 1.1.3.3)</u>	<u>Damages for Delay</u> <u>(Sub-Clause 8.7)</u>
Section 1: Platform Screen Door (PSD) and related works at the stations of the North- South Commuter Railway Project (Malolos-Tutuban) (NSCR). Approximately length of NSCR, 37.6km and 9 stations.	<u>Thirty-Seven (37) months for the whole of the works for Section 1 certified as Substantially Complete. [To be finalized referring to the NSCR' schedule]</u>	Five hundredths of a percent (0.05%) of the corresponding Amount of Section 1* per day for the completion of the whole of works for Section 1 and for delay in achieving each Key Date for the respective elements of the Works.
Section 2: the Malolos Clark Railway Project (MCRP). Approximately length of MCRP, 50.5 km and 6 stations including the north depot.	<u>Thirty-Seven (37) months for the whole of the works for Section 2 excluding attendance on NS-02 and NS-03 contractors for performance testing of on-board equipment</u>	Five hundredths of a percent (0.05%) of the corresponding Amount of Section 2* per day for the completion of the whole of works for Section 2 and for delay in achieving each Key Date for the respective elements of the Works.
Section 3: Section between NSCR stations (Solis exclusive) and Blumentritt and Tutuban stations (inclusive) of the Malolos Clark Railway Project- (Blumentritt Extension) (MCRP-Ext.). Approximate length of 6.479 km and 2 stations.	<u>Forty-Eight (48) months) for the whole of the works for Section 3.</u>	Five hundredths of a percent (0.05%) of the corresponding Amount for Section 3* per day for the completion of the whole of works for Section 3 and for delay in achieving each Key Date for the respective elements of the Works.
Section 4: Section between Blumentritt station (exclusive) and Calamba station (inclusive) of the North South Railway Project-South Line (Commuter) (NSRP-South). Approximately length of 54.6 km and 18 stations including the south depot.	<u>Seventy-Nine (79) months for the whole of the works for Section 4 and the whole of the Works excluding attendance on NS-02 and NS-03 Contractors for performance testing of on-board equipment</u>	Five hundredths of a percent (0.05%) of the corresponding Amount for Section 4* per day for the completion of the whole of works for Section 4 and for the completion of the whole of the Works, and for delay in achieving each Key Date for the respective elements of the Works.
Attendance on the Rolling Stock Contractors NS-02 and NS-03 will be required between months 37 to 79. Provided that there are no delays attributable to the NS-01 Contractor from the respective contract programs for Integrated Testing and Commissioning, Trial Operation and performance testing, no damages will be payable by the NS-01 Contractor. If the NS-01 Contractor is culpable, then damages as given above will be payable for each day of delay.		

Note: * The Amount for each Section will be the Accepted Contract Amount multiplied by the

percentage for each Section as given in Contract Data Sub-Clause 14.9.

The Damages for Delay will be calculated on a daily basis using the percentage given for each Section multiplied by the Amount for each Section reduced as applicable for the part of each Section which remains outstanding.

ATTACHMENT 1

SUMMARY OF KEY DATES

[To be finalized prior to issuing the Bidding Documents.]

- (1) The Contractor requires that each element of work shall be achieved by Key Dates (KD). Delay in achieving Key Dates incurs Delay Damages as given in Part A Contract Data of Particular Conditions.
- (2) Achieving a Key Date means completing all works related to that portion to the satisfaction of the Engineer within working hours on the last day of the month specified below.
- (3) Month numbers show in the schedule signify the lapsed time in months from the Commencement Date. The month numbers will be converted into actual calendar dates after receipt by the Contractor of the Engineer's notification of the Commencement Date.
- (4) The Interface Contractor for the following 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
- Package CP 05 Elevated Structure and 1 Station

The Malolos-Clark Railway Project (MCRP)

- Package CP N-01 Building and Engineering Works for Approx.17Kms of Viaduct Structure including Station Buildings at Calumpit and Apalit
- Package CP N-02 Building and Engineering Works for Approx.16Kms of Viaduct Structure including Elevated Station Building at San Fernando
- Package CP N-03 Building and Engineering Works for Approx.12Kms of Viaduct Structure including Elevated Station Buildings at Angeles and Clark
- Package CP N-04 Building and Engineering Works for Approx.6.5Kms of Railway Track Structure including Underground Station at Clark International Airport and
- Package CP N-05 Building and Civil Engineering Works for North Depot Buildings including related infrastructure and Track Work Sub-Ballast

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

- Package CP S-01 Building and Civil Engineering Works for approximately 1.2 km of Railway Viaduct Structure including Elevated Station at Blumentritt

The North South Railway Project-South Line (Commuter) (NSRP-South)

- Package CP S-02 Building and Civil Engineering Works for approximately 7.9 km of Railway Viaduct Structure including Elevated Stations at Espana, Santa Mesa and Paco

- Package CP S-03a Building and Civil Engineering Works for approximately 7.9 km of Railway Track Structure (elevated north of EDSA, at grade south of Edsa) including one elevated Station at Buendia, and at grade stations at EDSA and Nichols
- Package CP S-03b Building and Civil Engineering Works for approximately 1.4 km of Railway at grade Structure including at grade and underground Station at FTI and 3.64 km of twin tunnels connecting FTI to MMSP at Senate station
- Package CP S-03c Building and Civil Engineering Works for approximately 5.8 km of Railway Viaduct Structure including Elevated Stations at Bicutan and Sucat
- Package CP S-04 Building and Civil Engineering Works for approximately 8.5 km of Railway Viaduct Structure including Elevated Stations at Alabang and Muntinlupa
- Package CP S-05 Building and Civil Engineering Works for approximately 12.8 km of Railway Viaduct Structure including Elevated Stations at San Pedro, Pacita, Binan and Santa Rosa
- Package CP S-06 Building and Civil Engineering Works for approximately 10.2 km of Railway Viaduct Structure including Elevated Stations at Cabuyao, Banlic and Calamba and
- Package CP S-07 Building and Civil Engineering Works for Depot approximately 22ha on raised area within retaining walls with depot facilities and 0.5km at grade depot spur.

The Malolos-Clark Railway Project (MCRP) and the North South Railway Project – South Line (Commuter) (NSRP-South):

- Package CP NS-02 Rolling Stock – Commuter Trainsets
- Package CP NS-03 Rolling Stock – Limited Express Trainsets

The Metro Manila Subway Project (MMSP):

- Package CP 101– Three Underground Stations, Tunnels and Depot
- Package CP 106 – Electromechanical Systems and Track Works
- Package CP 107 – Rolling Stock

Section 1: Platform Screen Door (PSD) and related works at the stations of the North- South Commuter Railway Project (Malolos-Tutuban) (NSCR).
(To be coordinated with GC of NSCR, NS Tren)

Key Date	Description	Month No.
KD 1-1	Achievement: Substantial Completion of installation of Platform Screen Doors and related works to commence Integrated Testing and Commissioning and Test Running using rolling stock in cooperation and coordination with NSCR N-1 project CP 01, CP 02, CP 03 and CP 04 Contractors.	31
KD 1-2	Achievement: Attendance by NS-01 Contractor on the NSCR N-1 project contractors to enable the NSCR N-1 Contractors to hold the Integrated Testing and Commissioning and Test	34

	Running using CP 03 Rolling Stock prior to commencement of Trial Running and Performance Testing.	
KD 1-3	Achievement: Completion of Training and delivery of contractual spare parts, consumables, tools and jigs, as-built documents, and operation and maintenance manuals for the Platform Screen Doors	37
Completion of Section 1	Achievement: Acceptance of the Platform Screen Door system for Section 1 certified as Substantially Complete.	37

Section 2: the Malolos-Clark Railway Project (MCRP). Approximate length of 50.5 km and 6 stations)

Key Date	Description	Month No.
KD 2-1	Design collaboration with N-1 CP 03 Contractor of North-South Commuter Railway Project (Malolos-Tutuban) (NSCR), for Signaling, Telecommunications and other on-board systems equipment.	12
KD 2-2	Achievement: Substantial Completion of Power Supply and Distribution at Depot to achieve “Power On” for full operation	30
KD 2-3	Achievement: Substantial Completion of Power Supply to all stations to achieve “Power On” for all station.	30
KD 2-4	Achievement: Supply of On-board Equipment including all accessories and fittings at the premises of the Rolling Stock Contractors in Japan/or elsewhere as advised.	
	Key Dates KD 2-4 is sub-divided as shown below;	
	KD 2-4.1: Supply to CP NS-02 Contractor for 1 st trainset.	27
	KD 2-4.2: Supply to CP NS-02 Contractor for trainsets 2 to 5	27
	KD 2-4.3: Supply to CP NS-02 Contractor for trainsets 6 to 10	31
	KD 2-4.4: Supply to CP NS-02 Contractor for trainsets 11 to 15	36
	KD 2-4.5: Supply to CP NS-02 Contractor for trainsets 16 to 19	40
	KD 2-4.6: Supply to CP NS-03 Contractor for trainsets 1 to 7	40
KD 2-5	Achievement: Substantial Completion of all essential workshop equipment, rolling stock equipment, rescue equipment and other equipment, apparatus, etc. required for to commencing Integrated Testing and Commissioning using rolling stock and Test Running at Mainline and Depot for full operation.	31
KD 2-6	Achievement: Substantial Completion of Track Works and E&M Systems works to commence Integrated Testing and	31

	Commissioning and Test Running at Mainline using Rolling Stock procured under NSCR for full operation.	
KD 2-7	<p>Achievement: Substantial completion of E&M Systems and Track Works (including rail grinding) and all connections between MCRP and NSCR projects, including the Integrated Testing and Commissioning of MCRP and between MCRP and NSCR using rolling stock on the Mainline, at Stations and in the North Depot to allow the Employer with Contractors support to commence Trial Running.</p> <p>a) Between Solis and CIA stations using rolling stock supplied by NSCR N-1 project</p> <p>b) Between Solis and CIA stations using rolling stock supplied by NS-02 contractor.</p>	<p>34</p> <p>34</p>
KD 2-8	Achievement: Completion of first tranche of Training using Contractor supplied facilities and training aids, and delivery of contractual spare parts, consumables, tools and jigs, as-built documents, and operation and maintenance manuals.	31
KD 2-9	<p>Attendance on Rolling Stock Contractors NS-02 and NS-03 for performance proving of Rolling Stock and associated E&M systems for Taking Over by the Employer.</p> <p>a) NS-02 trainsets (trainsets 1 to 19)</p> <p>b) NS-03 trainsets (trainsets 1 to 7)</p>	In accordance with the agreed schedules
KD 2-10	<p>Assist the Employer to obtain the certification (permission) from the regulatory authority to commence the commercial operations for the railway.</p> <p>a) Between Malolos and CIA Stations</p> <p>b) Between Solis and CIA Stations</p>	<p>37</p> <p>37</p>
KD 2-11	Achievement: Substantial Completion of installation and testing of workshop equipment and other apparatus in the North Depot.	37
Completion	Achievement: Completion of the whole of works for Section 2.	37

Section 3: Section between NSCR stations (Solis exclusive) and Blumentritt and Tutuban stations (inclusive) of the Malolos Clark Railway Project- (Blumentritt Extension) (MCRP-Ext.). Approximate length of 6.479 km and 2 stations.

Key Date	Description	Month No.
KD 3-1	KD 3-1.1 Achievement: Substantial Completion of Power Supply to achieve “Power On” at Blumentritt station.	43
	KD 3-1.2 Achievement: Substantial Completion of Power Supply to achieve “Power On” at Tutuban stations.	43
KD 3-2	Achievement: Substantial Completion of Track Works and E&M Systems works at MCRP-Ext from Blumentritt Station (inclusive) towards Solis Station and Tutuban station, allowing commencement of Integrated Testing and Commissioning and Test Running using rolling stock at Mainline from NS-02 / NS-03 or supplied by NSCR N-1 project in cooperation with NSCR CP 03 Contractor (as available).	44
KD 3-3	Achievement: Substantial completion of E&M Systems and Track Works (including rail grinding) and all connections between MCRP-Ext and NSCR projects from Blumentritt Station (inclusive) towards Solis Station and Tutuban Station to allow the Employer to commence Trial Running using rolling stock from NS-02 / NS-03 or supplied by NSCR N-1 project in cooperation with NSCR CP 03 Contractor (as available).	46
KD 3-4	Achievement: Completion of Training and delivery of contractual spare parts, consumables, tools and jigs, as-built documents, and operation and maintenance manuals	48
KD 3-5	Assist the Employer to obtain the certification (permission) from the regulatory authority to commence the commercial operations for the railway. a) Between Blumentritt and Solis Stations & Blumentritt and Tutuban stations.	48
Completion	Achievement: Completion of the whole of works for Section 3.	48

Section 4: Section between Blumentritt station (exclusive) and Calamba station (inclusive) and the South Depot of the North South Railway Project-South Line (Commuter) (NSRP-South). Approximate length of 54.6 km and 18 stations including the South Depot.

Key Date	Description	Month No.
KD 4-1	Design collaboration with N-1 CP 03 Contractor of North-South Commuter Rail Project (Malolos-Tutuban) (NSCR), for signaling, Telecommunications and other on-board systems equipment.	12
KD 4-2	Design collaboration with Metro Manila Subway Project (MMSP), for signaling, Telecommunications and other on-board systems equipment.	12
KD 4-3	Achievement: Substantial Completion of Power Supply and Distribution at South Depot (S-07) to achieve “Power On”.	40
KD 4-4	Achievement: Substantial Completion of Power Supply at all stations to achieve “Power On”. <ul style="list-style-type: none"> a) From Espana Station to Paco Station (S-02) b) For Buendia Station to Nichols Station (S-03a) c) From FTI Station (S-03b) d) From Bicutan Station to Sucat Station (S-03c) e) For Alabang Station and Muntinlupa Station (S-04) f) From San Pedro Station to Santa Rosa Station (S-05) g) From Cabuyao Station to Calamba Station (S-06) 	61 61 75 75 40 40 40
KD 4-5	Achievement: Supply of On-board Equipment including all accessories and fittings at the premises of Rolling Stock Contractors in Japan during the months defined respectively (prior to indicative date) Key Date KD 4-5 is sub-divided as shown below:	
	KD 4-5.1: Supply to NS-02 Contractor for trainset 20	40
	KD 4-5.2: Supply to NS-02 Contractor for trainsets 21 to 25	44
	KD 4-5.3: Supply to NS-02 Contractor for trainsets 26 to 30	48
	KD 4-5.4: Supply to NS-02 Contractor for trainsets 31 to 35	52
	KD 4-5.5: Supply to NS-02 Contractor for trainsets 36 to 38	56
	KD 4-5.6: Supply to MMSP CP 107 Contractor for trainsets 1 to 2	16
	KD 4-5.7: Supply to MMSP CP 107 Contractor for trainsets 3 to 7	18

Key Date	Description	Month No.
	KD 4-5.8: Supply to MMSP CP 107 Contractor for trainsets 8 to 12	20
	KD 4-5.9: Supply to MMSP CP 107 Contractor for trainsets 13 to 17	22
	KD 4-5.10: Supply to MMSP CP 107 Contractor for trainsets 18 to 22	24
	KD 4-5.11: Supply to MMSP CP 107 Contractor for trainsets 23 to 27	26
	KD 4-5.12: Supply to MMSP CP 107 Contractor for trainsets 28 to 30	28
KD 4-6	Achievement: Substantial Completion of sufficient Track Works and related E&M System works in the South Depot to allow CP NS-02 and NS-03 Contractor(s) to stable the Rolling Stock and to carry out Testing and Commissioning of Rolling Stock at the South Depot.	37
KD 4-7	Achievement: Substantial Completion of all essential workshop equipment, rolling stock equipment, rescue equipment and other equipment, apparatus, etc. required for to commencing Integrated Testing and Commissioning using Rolling Stock and Test Running at the South Depot and Mainline. a) for Partial Operation b) for Full Operation	41 75
KD 4-8	Achievement: Substantial Completion of Track Works and E&M Systems works to allow CP NS-01 and CP NS-02 and CP NS-03 Contractors to commence Integrated Testing and Commissioning and Test Running at Mainline using rolling stock CP NS-02 and CP NS-03. a) From Calamba to Alabang (Partial Operation) b) From Calamba to CIA (Full Operation)	41 75
KD 4-9	Achievement: Substantial Completion of the remaining Track Works and all related E&M System Works in the Depot to allow CP NS-02 Contractor to continue carrying out the assembling, testing and commissioning of Rolling Stock at the South Depot, in accordance with the agreed schedule between the Contractor and CP NS-02 Contractor and the Engineer.	In accordance with the agreed schedule
KD 4-10	Achievement: Substantial completion of E&M Systems and Track Works (including rail grinding), including the Integrated Testing and Commissioning using rolling stock, on the Mainline, at Stations and in Depot to allow the Employer with CP NS-01, CP NS-02 and CP NS-03 Contractors support to commence Trial Running using Rolling Stock. a) Between Calamba and Alabang stations (Partial Operation)	

Key Date	Description	Month No.
	b) Between Calamba and CIA stations (Full Operation)	44 78
KD 4-11	Achievement: Completion of Training and delivery of contractual spare parts, consumables, tools and jigs, as-built documents, and operation and maintenance manuals.	41
KD 4-12	Attendance on Rolling Stock Contractors for performance proving of Rolling Stock and associated E&M systems for Taking Over by the Employer. a) NS-02 by trainset (20 to 38)	In accordance with the agreed schedule
KD 4-13	Achievement: Substantial Completion of installation and testing of workshop equipment and other apparatus in the South Depot.	76
Completion of the Works	Achievement: Completion of the whole of the Works for Section 4 and the whole of the Works except attendance on Rolling Stock Contractor for performance proving.	79
KD 4-14	Assist the Employer to obtain the certification (permission) from the regulatory authority to commence the commercial operations for the railway. a) Between Calamba and Alabang Stations b) Between Calamba and CIA Stations	47 79
Completion of the Works	Achievement: Completion of the whole of works including attendance on Rolling Stock for performance proving.	79

ATTACHMENT 2

TIME FOR ACCESS TO AND POSSESSION OF THE SITE

[To be finalized prior to issuing the Bidding Documents.]

- (1) The date on which the right to access to and possess the Site as the works area available to the Contractor for the commencement of the Works, are defined as Access Date (ADxCPy) and described below.

Where: ADx is the scope of the works area for permitting the Contractor to commence its works.

CPy is the corresponding Contract Package and described in Clause (4) *[Contract Package]* in Attachment-1 to the Particular Conditions Part A Contract Data.

- (2) Month numbers shown in the schedule signify the lapsed time in months from the Commencement Date. The month numbers will be converted into actual calendar dates after receipt by the Contractor of the Engineer’s notification of the Commencement Date.

Section 1: Platform Screen Door (PSD) and related works at the stations of the North - South Commuter Railway Project (Malolos-Tutuban) (NSCR).
(To be coordinated with GC of NSCR, NS Tren.)

Access Date	Site (Works Area)	Month no.	
AD 1	Provision of access to all station rooms including electrical and equipment room, signaling area, power distribution room, other related room, galleries, duct required to commence and continue the preparatory works for installation of PSD. Access Date AD 1 is subdivided into the following:		
	NSCR CP 01 and CP 04	AD 1.1: 2 of 6 Stations	16
		AD 1.2: 4 of 6 Stations	16
		AD 1.3: 6 of 6 Stations	28
	NSCR CP 02 and CP 04	AD 1.4: 1 of 3 stations	14
		AD 1.5: 2 of 3 stations	14
		AD 1.6: 3 of 3 stations	14

Access Date	Site (Works Area)	Month no.	
AD 2	Provision of access to all concourse / platforms paid / unpaid area, and the related E&M System/Sub-system to allow CP NS-01 contractor to commence and continue the installation of PSD and related works. Access Date AD 2 is subdivided into the following:		
	NSCR CP 01 and CP 04	AD 2.1: 2 of 6 Stations	16
		AD 2.2: 4 of 6 Stations	16
		AD 2.3: 6 of 6 Stations	28
	NSCR CP 02 and CP 04	AD 2.4: 1 of 3 stations	14
		AD 2.5: 2 of 3 stations	14
		AD 2.6: 3 of 3 stations	14

Section 2: the Malolos-Clark Railway Project (MCRP). Approximate length of 50.5 km and 6 stations)

Access Date	Site (Works Area)	Month no.	
AD 1	Provision of access to Trackway basic structure complete for viaducts, bridges, U-shaped structure, box culvert, elevated stations, at-grade stations and underground station of Mainline and approach line to the North Depot. All temporary opening above/below trackway closed, temporary drainage system provided, walkway & access provided, surface access routes provided, all duct and cable route complete etc. for allowing CP NS-01 Contractor to commence and continue E&M Systems and Track Works. The minimum length of Mainline and approach line to be available to CP NS-01 Contractor for continuity of works is approximately 1 km. The exact location and date for each section to make available to CP NS-01 Contractor shall be coordinated at the 1st Coordination Meeting upon the award of related Contract Packages. Access Date 1 is subdivided into following:		
	CP N-01 From km 34+749 to km 51.670	AD 1.1.1: 500 meters of the following viaduct sections (approximately 1,000 meters total): From km 40+634 to km 41+134 From km 41+134 to km 41+634 and approximately 2,500 meters within the remaining viaduct section. (approximately 3,500 meters total)	19
		AD 1.1.2: Approximately 7,000 meters within any viaduct section.	22

Access Date	Site (Works Area)	Month no.
	AD 1.1.3: Approximately 10,500 meters within any viaduct section.	24
	AD 1.1.4: The remaining viaduct section.	27
CP N-02 From km 51+670 to km 67+440	AD 1.2.1: 500metres of the following viaduct sections (approximately 1,000 meters total): From km 58+095 to km 58+595 From km 58+595 to km 59+095 and approximately 2,500 meters within the remaining viaduct section. (approximately 3,500 meters total)	15
	AD 1.2.2: Approximately 7,000 meters within any viaduct section.	18
	AD 1.2.3: Approximately 10,500 meters within any viaduct section.	20
	AD 1.2.4: The remaining viaduct section.	23
CP N-03 From km 67+440 to km 79+880	AD 1.3.1(a): 1,209 meters of the following viaduct sections: From km 78+471 to km 79+680	7
	AD 1.3.1(b): 1,385 meters of the following viaduct sections: From km 73+155 to km 73+655 From km 73+655 to km 74+155 From km 78+090 to km 78+471 and approximately 410 meters within the remaining viaduct section. (approximately 3,000 meters total)	19
	AD 1.3.2: Approximately 6,000 meters within any viaduct section.	22
	AD 1.3.3: Approximately 9,500 meters within any viaduct section.	24
	AD 1.3.4: The remaining viaduct section.	27
CP N-04 U-shaped structure, box culvert and	AD 1.4.1: Access to 2,000m of the section from km 76+680 to km 83+185.	11
	AD 1.4.2: Access to the remaining section from km 76+680 to km 83+185.	13

Access Date		Site (Works Area)	Month no.
	Station	AD 1.4.3: Box Structure from KM 83KM+185 to the track end at Clark International Airport (CIA) Station (km 86+167)	16
		AD 1.4.4: Precast prestressed I girder slab: Southbound: km 0+000 to km 0+675 Northbound: km 0+000 to km 0+650	12
		AD 1.4.5 Compacted sub-ballast for the following section of Depot trackway: Southbound: km 0+675 to km 1+320 Northbound: km 0+650 to km 1+320	12
AD 2	Access to Substation, Battery Posts, Signaling/ Telecommunication/ Railway Electric House/Sectioning Post to commence electrical works. Access Date 2 is subdivided into following:		
	CP N-01	AD 2.1.1: Receiving Sub-Station No.10,11,12 and 13	20
		AD 2.1.2: Battery post BP-1	21.5
		AD 2.1.3: Signaling/Telecommunication/Railway Electric House-Calumpit station	25
		AD 2.1.4: Signaling/Telecommunication/Railway Electric House-Apalit station	24.5
	CP N-02	AD 2.2.1: Receiving Sub-Station No.14,15,16 and 17	16
		AD 2.2.2: Battery post BP-2	17.5
		AD 2.2.3: Signaling/Telecommunication/Railway Electric House - San Fernando station	20.5
	CP N-03	AD 2.3.1(a): Receiving Sub-Station No. 21	20
		AD 2.3.1(b): Receiving Sub-Station No.18,19 and 20	20
		AD 2.3.2: Battery post BP-3 and 4	26.5
		AD 2.3.3: Signaling/Telecommunication/Railway Electric House- Angeles station	22.5
		AD 2.3.4: Signaling/Telecommunication/Railway Electric House- Clark station	13

Access Date		Site (Works Area)	Month no.
	CP N-04	AD 2.4.1: Receiving Sub-Station No. 22	9
		AD 2.4.2: Railway Electrical House/Room of CIA Station	14
		AD 2.4.3: Sectioning Post	9
AD 3	Access to equipment rooms, signaling, telecommunications, power distribution, cable rooms and other related rooms, including galleries/duct to enable CP NS-01 Contractor to commence and continue E&M Systems/Subsystems works		
	Access Date 3 is subdivided into following:		
	CP N-01	AD 3.1.1: Intermediate Signal Equipment Room between Malolos Station and Calumpit Station	28
		AD 3.1.2: Calumpit Station	27
		AD 3.1.3: Apalit Station	25
	CP N-02	AD 3.2.1: Intermediate Signaling Equipment Room between Apalit Station and San Fernando	23
		AD 3.2.2: Intermediate Signaling Equipment Room between San Fernando Station and Angeles	20
		AD 3.2.3: San Fernando Station	20.5
	CP N-03	AD 3.3.1: Angeles Station	22.5
		AD 3.3.2: Clark Station	13
CP N-04	AD 3.4.1: CIA Station	14	
AD 4	Access to all stations, concourse paid/unpaid area including station platform floor for allowing CP NS-01 Contractor to commence and continue installation of AFC and PSD including related E&M systems/subsystems works.		
	Access Date 4 is subdivided into following:		
	CP N-01	AD 4.1.1: Calumpit Station and Apalit Station	24
	CP N-02	AD 4.2.1: San Fernando Station	20
	CP N-03	AD 4.3.1: Angeles Station	24
AD 4.3.2: Clark Station		15	

Access Date		Site (Works Area)	Month no.
	CP N-04	AD 4.4.1: CIA Station	16
AD 5	CP N-05	Access to Stabling Yard, Maintenance Depot Facilities, Building, Plants and Facilities and provision of access to thereof to allow CP NS-1 Contractor and CP NS-02 and CP NS-03 Contractor, when applicable to commence and continue installation of the track works and the E&M system/subsystem works. Access Date 5 is subdivided into following:	
		AD 5.5.1: Provision of access to OCC Annex (Central Equipment Building) including galleries/ducts	13
		AD 5.5.2: Provision of access to Depot Substation	14
		AD 5.5.3: Provision of access to area for track works in stages to allow CP NS-01 Contractor to commence and continue the track works and related E&M system/ subsystem works as coordinated by the Engineer.	14
		AD 5.5.4: Provision of access to Light Repair Shop and other facilities in Section A specified in the Drawing to allow CP NS-01 Contractor to commence and continue installation works.	18
		AD 5.5.5: Provision of access to CP NS-01 Contractor to commence Integrated System Testing and commissioning in preparation for Trial Run of Full Operation.	31
AD 6	CP N-01 through CP N-04	Provision of access to all stations & viaducts to allow CP NS-01 Contractor to commence Integrated System Testing and commissioning in preparation for Trial Run of Full Operation.	32

Section 3: Section between Solis stations (exclusive) and Blumentritt/Tutuban stations (inclusive) of the Malolos Clark Railway Project (Blumentritt Extension) (MCRP-Ext.). Approximate length of 6.479 km and 2 stations.

Access Date	Site (Works Area)	Month no.
AD 1	<p>Provision of access to Trackway basic structure for viaducts, Bridges and station of Mainline. All temporary opening above/below trackway closed, temporary drainage system provided, walkway & access provided, surface access routes provided, all duct and cable route complete etc. for allowing CP NS-01 Contractor to commence and continue E&M Systems and Track Works.</p> <p>The minimum length of Mainline and approach line to be available to CP NS-01 Contractor for continuity of works is approximately 1 km. The exact location and date for each section to make available to CP NS-01 Contractor shall be coordinated at the 1st Coordination Meeting upon the award of related Contract Packages.</p> <p>Access Date 1 is subdivided into following:</p>	
CP S-01 (1.400km)	AD 1-1: Approximately 1,400 metres of viaduct section.	33
From km 1+329 (towards Solis) and 1+360 (towards to Tutuban) to km 2+405		
CP05(a) (0.834km)	AD 1-2: 834 metres of viaduct section.	33
From km 0+495 to km 1+329		
CP05(b) (4,245km)	AD 1-3: 4,245 metres of viaduct section.	33
From km 1+360 to km -2+885		
AD 2	<p>Access to NSCR stations including duct/galleries, and NSCR E&M Systems/Sub-System to allow CP NS-01 Contractor to commence the connection and system integration to NSCR E&M System/Sub-System.</p> <p>Access Date 2 is subdivided into following:</p>	
NSCR CP04/CP01 - Solis Station	AD 2-1: E&M Systems/Subsystems.	38

AD 3	Access to equipment rooms, signaling, telecommunications, power distribution, cable rooms and other related rooms including galleries/duct to enable CP NS-01 Contractor to commence and continue E&M system/ subsystem works.		
	CP S-01	AD 3-1: Blumentritt Station	35
	CP05(b)	AD 3-2: Tutuban Station	35
AD 4	Access to all stations, concourse paid/unpaid area including station platform floor for allow CP NS-01 Contractor to commence and continue installation of AFC and PSD including related E&M system/subsystem works.		
	CP S-01	AD 4-1: Blumentritt Station	37
	CP05(b)	AD 4-2: Tutuban Station	37
AD 5	Provision of access to Blumentritt and Tutuban Stations to allow CP NS-01 Contractor to commence Integrated System Testing and commissioning in preparation for Trial Run.		43

Section 4: Section between Blumentritt station (exclusive) and Calamba station (inclusive) and the south depot of the North South Railway Project-South Line (Commuter) (NSRP-South). Approximate length of 54.6 km and 18 stations including the south depot.

Access Date	Site (Works Area)	Month no.	
AD 1	Provision of access to Trackway basic structure of viaducts, bridges, stations, at-grade structures including approach line to Depot. All temporary opening above/below trackway closed, temporary drainage system provided, walkway & access provided, surface access routes provided, all duct and cable route complete etc. for allowing CP NS-01 Contractor to commence and continue E&M Systems and Track Works. The minimum length of Mainline and approach line to be available to CP NS-01 Contractor for continuity of works is approximately 1 km. The exact location and date for each section to make available to CP NS-01 Contractor shall be coordinated at the 1st Coordination Meeting upon the award of related Contract Packages. Access Date 1 is subdivided into following:		
	CP S-02 (7.895km)	AD 1.2.1: 3,000 meters within any viaduct, bridge	37
	From km 2+405 to km 10+300	AD 1.2.2: Approximately 6,000 meters within any viaduct, bridge and/or at-grade section.	40
		AD 1.2.3: The remaining viaduct section.	43
	CP S-03(a) (4.5km)	AD 1.3.1(a): Approximately 2,500 meters within any viaduct, bridge	46
From km	AD 1.3.2(a): The remaining viaduct section Except	48	

10+300 to km 14+800	for Buendia station	
	AD 1.3.3(a) Buendia Station	50
CP S-03(b) (10.7km) From km 14+800 to km 25+500	AD 1.3(b).1: Approximately 1,000 metres within any viaduct, bridge and/or at-grade sections	51
	AD 1.3(b).2 The remaining station & viaduct section.	68
CP S-03(c) (5.8km) From km 19+596 to km 25+412	AD 1.3(c).1: Approximately 3,000 metres within any viaduct section.	46
	AD 1.3(c).2: The remaining viaduct section..	49
CP S-04 (8.454km) From km 25+500 to km 33+954	AD 1.4.1: Approximately 3,000metres within any viaduct, bridge and/or at-grade sections	30
	AD 1.4.2: Approximately 6,000 meters within any viaduct section.	33
	AD 1.4.3: The remaining viaduct section.	35
CP S-05 (12.726km) km 33+954 to km 46+730	AD 1.5.1: Approximately 3,000 meters within any viaduct section.	27
	AD 1.5.2: Approximately 6,000 meters within any viaduct section.	29
	AD 1.5.3: Approximately 9,000 meters within any viaduct section.	31
	AD 1.5.4: The remaining viaduct section.	33
CP S-06 (10.27km) km 46+730 to km 57+000	AD 1.6.1: Approximately 3,000 meters within any viaduct section.	27
	AD 1.6.2: Approximately 6,000 meters within any viaduct section.	29
	AD 1.6.3: Approximately 9,000 meters within any viaduct section.	31

		AD 1.6.4: The remaining viaduct section	33
AD 2	Access to Substations to commence electrical works. Access Date 2 is subdivided into following:		
	CP S-02	AD 2.2.1: Receiving Sub-Stations No. S1 and S2	41
	CP S-03(a)	AD 2.3a.1: Receiving Sub-Stations No. S3 and S4	46
	CP S-03(c)	AD 2.3b.1: Receiving Sub-Stations No. S5, and S6	46
	CP S-04	AD 2.4.1: Receiving Sub-Stations (No. S7, S8 and S9)	30
	CP S-05	AD 2.5.1: Receiving Sub-Stations (No. S10, S11, S12, S13 and S14)	30
	CP S-06	AD 2.6.1: Receiving Sub-Stations (No. S15, S16, S17 and S18)	30
AD 3	Access to equipment rooms, signaling, telecommunications, power distribution, cable rooms and other related rooms, including galleries/duct to enable CP NS-01 Contractor to commence and continue E&M Systems/Subsystems works. Access Date 3 is subdivided into following:		
	CP S-02	AD 3.2.1: Railway Electrical Room	
		a. Espana,	39
		b. Santa Mesa,	41
		c. Paco	42
		AD 3.2.2: Railway Signal and Telecommunications Room	39
		a. Espana,	41
b. Santa Mesa,		42	
	c. Paco,		
CP S-03a	AD 3.3a.1: Railway Electrical Room		
	a. Buendia,	47	
	b. EDSA,	47	
	c. Nichols	48	

	AD 3.3a.2: Railway Signal and Telecommunications Room	
	a. Buendia,	47
	b. EDSA,	47
	c. Nichols	48
CP S-03b	AD 3.3b.1: Railway Electrical Room	
	a. FTI	68
	AD 3.3b.1: Railway Signal and Telecommunications Room	
	a. FTI	68
S-03c	AD 3.3c.1: Railway Electrical Room	
	a. Bicutan,	49
	b. Sucat	49
	AD 3.3c.2: Railway Signal and Telecommunications Room	
	a. Bicutan,	49
	b. Sucat	49
CP S-04	AD 3.4.1: Railway Electrical Room	
	a. Alabang,	34
	b. Muntinlupa	32
	AD 3.4.2: Railway Signal and Telecommunications Room	
	a. Alabang,	35
	b. Muntinlupa	33
CP S-05	AD 3.5.1: Railway Electrical Room	
	a. San Pedro,	33
	b. Pacita,	31
	c. Binan,	31
	d. Santa Rosa	33

		AD 3.5.2: Railway Signal and Telecommunications Room	
		a. San Pedro,	34
		b. Pacita,	32
		c. Binan,	32
		d. Santa Rosa	34
	CP S-06	AD 3.6.1: Railway Electrical Room	
		a. Cabuyao,	34
		b. Banlic,	32
		c. Calamba	34
		AD 3.6.2: Railway Signal and Telecommunications Room	
		a. Cabuyao,	34
		b. Banlic,	32
		c. Calamba	34
	CP S-07	AD 3.7.1: South Depot Section Post	36
AD 4	Access to all stations, concourse paid/unpaid area including station platform floor for allowing CP NS-01 Contractor to commence and continue installation of AFC and PSD including related E&M systems/subsystems works.		
	Access Date 4 is subdivided into following:		
	CP S-02	AD 4.2.1:	
		a. Espana,	41
		b. Santa Mesa,	44
		c. Paco	46
	CP S-03a	AD 4.3a.1:	
		a. Buendia,	54
		b. EDSA,	54
		c. Nichols	46
	CP S-03b	AD 4.3b.1:	
		a. FTI	68

	CP S-03c	AD 4.3c.1: a. Bicutan, b. Sucat	52 52
	CP S-04	AD 4.4.1: a. Alabang, b. Muntinlupa	36 34
	CP S-05	AD 4.5.1: a. San Pedro, b. Pacita, c. Binan, d. Santa Rosa	36 34 34 36
	CP S-06	AD 4.6.1: a. Cabuyao, b. Banlic, c. Calamba	36 34 36
AD 5	CP S-07	Access to Stabling Yard, Maintenance Depot Facilities, Buildings, Plant and Facilities and provision of access to thereof to allow CP NS-1 Contractor to commence and continue installation of the track works and the E&M system/subsystem works. Access Date 5 is subdivided into following:	
		AD 5.7.1: Provision of access to OCC Annex (Central Equipment Building) including galleries/ducts	36
		AD 5.7.2: Provision of access to area for track works in stages to allow CP NS-01 Contractor to commence and continue the track works and related E&M system/ subsystem works as coordinated by the Engineer.	34
		AD 5.7.3: Provision of access to Light Repair Shop for Partial Operation to allow CP NS-01 Contractor to commence and continue installation works.	36
		AD 5.7.4: Provision of access to Unscheduled Repair Shop, Wheel Re-profiling, Maintenance car shop, and others specified in the Employer's Requirement and the Drawing for Partial Operation	38

		to allow CP NS-01 Contractor to commence and continue installation works.	
		AD 5.7.5: Provision of access to facilities not included in AD 5.7.3 and AD5.7.4 to allow CP NS-1 Contractor to commence and continue installation and related E&M system/subsystem works.	48
		AD 5.7.6: Provision of access to CP NS-01 Contractor to commence Integrated System Testing and commissioning in preparation for Trial Run. Partial Operation Full Operation	41 76
AD 6	CP S-02 through CP S-06	Provision of access to all stations to allow CP NS-01 Contractor to commence Integrated System Testing and commissioning in preparation for Trial Running. Partial Operation Full Operation	41 76
AD 7	CP S-02 through CP S-06	Provision of access to all railway structures. For Trial Running. Partial Operation Full Operation	44 79

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Particular Conditions

Part B - Specific Provisions

These Particular Conditions changes (add, amend, modify, replace or delete) the Clauses contained in the General Conditions, and shall take precedence over those contained in the General Conditions

The Appendix to Tender has been reworded as “**Contract Data**”. Any remaining references to Appendix to Tender in the General Conditions shall be understood to be reworded as “Contract Data”.

All references to DAB in the General and Particular Conditions shall be changed to **DB** as Contract Sub-Clause 1.1.2.9.

GC Sub-clause

Description

1.1 Definition

Add the following Sub-Clause 1.1.2.13:

“1.1.2.13 “Interface Contractor” means a contractor employed by the Employer for carrying out works and/or services not included in the Contract but formed a part of the Project and referred to Section (4) [*Contract Packages*] of Attachment 1 to PC Part A [*Summary of Key Dates*]”

Add the following sentence at the end of Sub-Clause 1.1.3.9:

““**week**” means 7 calendar days, “**month**” means a calendar month (Gregorian months) and “**year**” means 365 days.”

Delete the existing Sub-Clause 1.1.5.5 and replace with the following:

“.1.1.5.5 “Plant” means the apparatus, machinery and vehicles to form or forming part of the Permanent Works, including vehicles purchased and delivered to the Employer for the Employer and the Employer’s Personnel use relating to the construction or operation of the Works.”

Add the following Sub-Clause 1.1.6.11

“Key Date” means a date stipulated with the Contract when a particular condition, which is also stipulated, must be achieved.

“Key Dates” are specified in Attachment-1 to PC Part A [Summary of Key Dates]. And failure to achieve a “Key Date” results in the deduction of Delay Damages at the daily rate stated in PC Part A Sub-clause 8.7 [*Delay Damages for the Works*] and Table: Summary of Section attached to Part A Contract Data.”

**4.1
Contractor’s General
Obligations**

Add the following words after the words “between the Bank and the Borrower” in the existing third paragraph:

“, which are defined in **the Appendix 1** “Eligible Source Country(ies) of Japanese ODA Loans” attached herewith.”

Add the following paragraph at the end of the existing third paragraph;

“In accordance with the agreement between the Bank and the Borrower, all equipment, materials and services to be supplied under the Contract shall have their origin in any eligible source countries indicated in the Loan Agreement and **the Appendix 1** “Eligible Source Country(ies) of Japanese ODA Loans” attached herewith.”

Add the following paragraph at the end of Sub-clause 4.1:

The Contractor shall not impede or interfere with the normal operations and maintenance of the Philippines National Railway (PNR) and/or the Operator of North-South Commuter Railway (NSCR), activities of the PNR personnel and/or the personnel of NSCR’s Operator, and/or normal movement of the PNR passengers and/or the NSCR’s passengers.

**4.2
Performance Security**

Add the following Paragraph after the existing second paragraph:

“The Performance Securities shall be issued by a reputable bank or financial institution selected by the Contractor and consented to by the Employer, located and authorized to do business in the Republic of the Philippines.

The Contractor may obtain such a Performance Security from a foreign bank, subject to the Performance Security being “confirmed” by a reputable bank or financial institution consented to by the Employer, located and authorized to do business in the Republic of the Philippines.

In case the Contractor is a joint venture, the Performance Security issued by it will be in the name(s) of one of the followings:

- (a) in the name of the joint venture, in case of a legally incorporated joint venture at the time of award of contract;
- (b) in the names of all members of the joint venture in case that the joint venture has not been legally constituted into a legally enforceable joint venture at the time of award of contract.”

**4.8
Safety Procedure**

At the end of Sub-Clause 4.8, add the following:

“The Contractor shall comply with all applicable regulation, manuals and rules published by the Philippines National Railway (PNR) and/or the operator of the North-South Commuter Railway (NSCR) to the extent that the Contractor’s activities will relate. The regulation, manuals and rules published by the Philippines National Railway (PNR) or the operator of the North-South Commuter Railway (NSCR) is available for inspection at its office.

Health and Safety

In the event that work needs to be carried out outside the normal working hours, as described in CD 6.5, the Contractor shall at all times take all reasonable precautions, including providing additional safety and security measures as necessary.

Gender-based violence (GBV) Prevention

The Contractor shall prevent and address all acts of SEAH and other forms of GBV committed by its personnel against co-workers, or against the community. This includes, at minimum, undertaking a GBV awareness program as stated in the project GAP—and shall undertake such measures as necessary, including as are specified in this contract, to reduce the risk of GBV between and among the Contractor’s personnel and the local community, to promote zero tolerance on GBV, and to assist affected individuals.

The Contractor shall comply with and implement Department of Public Works and Highways (DPWH) Directive no. 39, Series of 2020 (Subject: Revised Construction Safety Guidelines for the Implementation of Infrastructure Project During the COVID-19 Public Health Crisis, repealing Department Order No. 35, Series of 2020) unless superseded.”

**4.19
Electricity, Water and
Gas**

Add the following sentence as a new subclause at the end of the last Paragraph:

Electricity for testing, commissioning, trial running and performance proving of Rolling Stock and associated E&M Systems will be provided by several 3rd Party Interfaces. A Provisional Sum is included in the Pricing Schedule for that purpose.

**4.21
Progress Reports**

Add the following sentence at the end of the first Paragraph:

“Two electronic files in addition to six copies of the monthly progress report shall be submitted to the Engineer.”

**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

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.”

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 day of rest, the Contractor shall be responsible for payment of any additional cost 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:

“The Contractor shall throughout the contract (including the Defects Notification Period):

(i) conduct Information, Education and Communication or Information Education Campaign (IEC) campaigns in regular intervals as agreed with the Employer addressed to all site staffs and labour (including all the Contractor’s personnel employees, all Subcontractors and any other Contractor’s personnel and all truck drivers and crew making deliveries to site for construction activities) and to the immediate local communities concerning the risks, dangers, impact, and penalties, and appropriate avoidance behavior with respect to Gender-based violence (GBV).

The Contractor shall conduct health and safety programs for workers employed under the project and shall include information on the trafficking of women and the risk of sexually transmitted diseases, including HIV/AIDs in such programs.

The Contractor shall submit and implement a COVID-19 Risk Management Plan to safeguard all people on Site through a monitoring, education, and PPE approach. Application of the COVID-19 Risk Management Plan shall comply with DPWH Department Order No.39, 2020 issued 19th May 2020 or any successor to the Order. Public access to the Site shall be restricted to designated access corridors for access to and egress from the PNR Stations which the Contractor shall police. Monitoring the health of the public shall not be within the Contractor’s scope of works.”

**6.10
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 approved 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.”

**6.24
Non-Discrimination and
Equal Opportunity**

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

“The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or

sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.”

**9.1
Contractor’s Obligations**

Delete the subparagraph (c) and fourth paragraph, replace fourth paragraph with the following:

“During Tests On Completion, when the Works are operating under stable conditions, the Contractor shall give notice to the Engineer that the Works are ready for any other Tests on Completion, including Integrated Testing and Commissioning, performance tests to demonstrate whether the Works conform with criteria specified in the Employer's Requirements and Compliance Matrix. Refer to the Employer’s Requirements for the Inspection, Testing and Commissioning related requirements.”

**14.1
The Contract Price**

Add the following paragraphs after the existing second paragraph;

“Notwithstanding the provision of subparagraph (b);

(1) The Government of the Republic of the Philippines shall, by itself or through its executing agency, assume:

- i. all duties and related fiscal charges imposed in the Republic of the Philippines on the Japanese companies operating as suppliers and contractors with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project; and
- ii. all fiscal, levies and taxes imposed in the Republic of the Philippines on the Japanese companies operating as suppliers and contractors with respect to the payment carried out for and the income accruing from the supply of products and/or services required for the implementation of the Project; and

(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.

14.2 Advance Payment

Add the following Paragraph at the end:

Use of the Advance Payment for purposes other than mobilization is prohibited. The Contractor shall provide proof of expenditure of the Advance Payment in compliance with Annex 6 – Advance Payment Security. Deliverables are listed in the Employer’s Requirements ...

14.7 Payment

Add the following Paragraphs after the existing second paragraph:

Payments to the Contractor in both Local Currency and Foreign Currency will be made under the Transfer Procedure, detailed explanation of which could be found on JICA’s web site shown below:

http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/index.html

All bank charges shall be borne by the Employer except the bank charges/commissions of Contractor’s banks, which shall be borne by the Contractor.”

Payment will be made to suit the design, manufacturing, supply, delivery, installation, testing and commissioning, performance testing and acceptance of each system whether originating onshore or offshore. The Contractor shall submit sufficient detail for approval to enable the payment schedule mechanism to function.

Payment will be made for E&M systems design, manufacture and supply ex works offshore and onshore subject to inspection and audit.

14.9 Payment of Retention Money

Delete the words “the relevant percentage of the first half of the Retention Money” in the existing 1st Paragraph and **replace with the words** “the first half of the Retention Money retained on account of relevant Section”.

Delete the words “the Taking-Over Certificate “in both places in the existing last Paragraph and **replace with the words** “the Taking-Over Certificate for the last Key Date (Section)”.

18.1 General Requirements for Insurances

Add the following sentence at the end of the existing 4th paragraph:

“All insurer’s right of subrogation against such joint insured or additional joint insured for losses or claims arising out of the execution of the Contract, shall be waived under such policies. The waiver of subrogation right, however, shall not apply to any insured in respect of loss or damage caused by willful act or gross negligence of the insured.”

Delete the last paragraph and replace with the following:

“All insurance shall be designated to insurers operating and licensed to do business in the Country, except marine insurances which may be designated to insurers located outside the Country.”

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Appendix 1:

Eligible Source Countries of Japanese ODA Loans (Refer Sub-Clause 4.1 of the Particular Conditions-Part B.)

Eligible Nationality

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

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

- (4) The total costs of goods and services procured from Japan shall not be less than *Thirty-two* percent (32 %)* of the Contract Price.
- (5) With regard to (4) above, the goods procured from the eligible local manufacturing company(ies) invested by the Japanese Companies (hereinafter referred to as the “Eligible Local Manufacturing Company(ies)”) can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the all of the following conditions:
- (a) Juridical persons incorporated and registered in the Republic of the Philippines, and which have their appropriate facilities for producing or providing the goods and services in the Republic of the Philippines and actually conducted their business there:
 - (b) Not less than ten percent (10%) of shares are held by a single Japanese Company; and
 - (c) The proportion of the shares held by the Japanese Company mentioned in (b) above (or the company having the largest share among Japanese Companies if more than one Japanese Company meet the conditions stated in (b) above) is the same as or greater than that of the shares held by any company of a third country or area.
- (6) With regard to (4) above, the goods procured from the eligible development partners’ manufacturing company(ies) invested by Japanese Companies (hereinafter referred to as “the Eligible Development Partners’ Manufacturing Company(ies)”) can be regarded and counted as Japanese origin if such Eligible Development Partners’ Manufacturing Company(ies) satisfy(ies) all of the following conditions:
- (a) Juridical persons incorporated and registered in a country or area on Development Association Committee DAC List of ODA Recipients effective at the time of conclusion of the Loan Agreement (*[insert date]*) and which have their appropriate facilities for producing or providing the goods and services in the country or area and actually conduct their business there;
 - (b) Not less than one-third of shares are held by a single Japanese Company; and
 - (c) The proportion of the shares held by the Japanese Company mentioned in (b) above (or the company having the largest share among Japanese Companies if more than one Japanese Company meet the condition stated in (b) above) is the same as or greater than that of the shares held by any company of a third country or area.
- (7) With regard to (4) above, the goods procured from the eligible manufacturing company(ies) in developed countries invested by Japanese Companies (hereinafter referred to as “the Eligible Developed Countries’ Manufacturing Company(ies)”) can be regarded and counted as Japanese origin if such Eligible Developed Countries’ Manufacturing Company(ies) satisfy(ies) all of the following conditions:

- (a) It is a subsidiary in a country or area other than Japan included in the scope of consolidation and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances;
 - (b) It was incorporated and is registered in a country or area other than that on the DAC List of ODA Recipients effective at the time of conclusion of the Loan Agreement (*[insert date]*); and
 - (c) It has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein
- (8) With regard to (4) above, the services procured from the eligible foreign company(ies) invested by the Japanese Companies (hereinafter referred to as the “Eligible Foreign Company(ies)”) can be regarded and counted as Japanese origin if such Eligible Foreign Company(ies) satisfy (ies) all of the following conditions;
- (a) It is a subsidiary in a country or area other than Japan included in the scope of consolidation and factored into the aggregated accounting figure of a consolidated financial statement of the Japanese Company made in accordance with the Financial Instruments and Exchange Act of Japan and the related ministerial ordinances; and
 - (b) It is registered in the country or area where it was incorporated, has its appropriate facilities for producing or providing goods and services there, and actually conducts its business therein.

Appendix 2: Gender Action Plan

[Malolos-Clark Railway Project \(RRP PHI 52083\)](#)

GENDER ACTION PLAN

DMF Outputs	GAP Actions & Targets
<p>Output 1: New railway line commissioned</p>	<p>Construction</p> <p>1.1. Seven stations constructed, integrating design features that make them friendly to and safe for elderly people, women, children, and people with disabilities (2019 baseline: 0).</p> <p>1.1.1. Ensure major gender-responsive and inclusive design features are integrated in the detailed engineering design of the 7 railway stations as per the <i>DOTr prepared Guidelines and Standards in Measuring the Gender Responsiveness of the Rail Sector Programs, Services and Facilities</i>¹ [“Guidelines”] and other best practices². Details of such design features are provided in Section VIII of the FAM.</p> <p>1.1.2 At detailed engineering design stage and at construction completion, the 7 stations constructed are rated ‘gender-responsive’ using the <i>DOTr Rail Sector Web-Based Gender and Development (GAD) Monitoring and Evaluation Checklist System</i> [“Monitoring Checklist”].</p> <ul style="list-style-type: none"> ➢ <i>The assessment and rating will use the client-focused checklist and focus only on physical designs in stations.</i> ➢ <i>Periodic monitoring during construction will be needed to ensure that the gender-responsive and inclusive design features included in the DED are effectively implemented and documented in contractors’ performance reports.</i> <p>1.2. Develop and implement a program and mechanism (as part of the Grievance Redress Mechanism) to adequately prevent and respond to incidents of sexual harassment and other forms of gender-based violence occurring in the context of civil works (at work and in surrounding communities).</p> <ul style="list-style-type: none"> ➢ <i>This is meant to be applicable for all management, staff, skilled/unskilled workers and any other employees and consultants involved in civil works for construction of the railway stations under this project.</i> ➢ <i>This should include awareness-raising activities among staff, workers and consultants and in the surrounding communities, as well as capacity-building of GRM members.</i> <p>1.3. Bid documents for civil works shall require contractors to apply core labor standards; strongly encourage employment of women and PWDs with the aim to achieve at least 20% of women in skilled and unskilled positions in all stages of construction³ and 1% of PWDs; and comply with GAD-related legal mandates, including prevention and response to sexual harassment among workers and against members of the community consistent with 1.2.</p> <ul style="list-style-type: none"> ➢ <i>Achievement of the gender target in employment will require raising awareness in the communities, with special attention to women, about employment opportunities in construction.</i> <p>Livelihood Restoration and Improvement Program</p> <p>1.4. 5,800 project affected persons (including 2,800 women, 385 female-headed households, and vulnerable groups equipped with livelihood skills (Baseline: 0).</p> <p>1.5. Work in close collaboration with the safeguards team in DOTr to ensure that the livelihood skills programs are gender-responsive in line with the gender</p>

¹ These Guidelines were prepared by the DOTr Rail Sector GAD Focal Point System in 2016-2017, now awaiting Secretary’s approval. The guidelines are the basis of the parameters indicated in the DOTr Rail Sector Web-based Gender and Development (GAD) Monitoring and Evaluation System. A copy of the guidelines is attached as Appendix to the FAM.

² Accessibility features complying with the Philippine Accessibility Law and its implementing Rules and Regulations; ASEAN Public Toilet Standard (2016) for toilet facilities.

³ Although not directly applicable to DOTr projects, DPWH Order No. 130, series of 2016.

[Malolos-Clark Railway Project \(RRP PHI 52083\)](#)

DMF Outputs	GAP Actions & Targets
<p>Output 2: Institutional capacity strengthened</p>	<p>mainstreaming mandate of partner government agencies⁴.</p> <p>2.1. 50 DOTr staff (50% of them are women⁵) with increased knowledge in project and contract management (2019 baseline: 0)</p> <p>2.2. 50 DOTr PMO staff including the counterpart for the operation & maintenance (O&M) agreement and staff of the O&M-contractor (50% women) with increased knowledge on key gender and accessibility issues found in public transport and in the railway sector, the <i>Guidelines</i> and <i>Monitoring Checklist</i>.</p> <p>2.3. DOTr railway sector develops or integrates in its existing railway transport Management Information System GAD related information to ensure that relevant gender statistics and sex-disaggregated data is regularly collected, analyzed and used as inputs for planning, budgeting, programming and policy formulation in the sector.</p> <p>2.4. O&M contract signed by the Government provides for the following: (i) requirement to develop and implement a zero tolerance to sexual harassment program, including a mechanism to respond to incidents of sexual harassment and gender-based violence committed against commuters and rail-workers, training of staff, especially security personnel and front-line employees, and awareness-raising campaign for commuters; (ii) strict observance of legally mandated GAD-related employee benefits; (iii) strongly encourage employment of at least 40% women⁶ and at least 1% PWDs in its total O&M workforce; (iv) collection of sex-disaggregated and relevant gender data in its database/ information system; (v) use of the <i>Monitoring Checklist</i> for periodic monitoring, and identification of remedial actions to ensure accessibility and functionality of the gender-responsive and inclusive physical design features/facilities. ➤ <i>Key performance indicators related to the above aspects will be developed and integrated in the service contract.</i></p> <p>2.5. Develop and publish one knowledge product on gender and rail transport documenting good practices of the project.</p>
<p>Gender related project management activities</p>	
<ul style="list-style-type: none"> • A national gender consultant is engaged for at least 15 person-months⁷ on an intermittent basis from project inception to completion for supporting GAP implementation, monitoring and reporting. • Orientation and capacity building on GAP implementation and related requirements for PMO, contractors and key implementing partners. • Collection of sex-disaggregated data and gender-related information is integrated in the overall project performance and monitoring system. • GAP implementation is integrated in the Annual GAD Plans and Budgets and Annual GAD Reports of DOTr. • The GAD TWG for Rail shall co-facilitate with the national gender consultant the conduct of all gender-related trainings in this project and shall be an integral part of the project planning, monitoring and evaluation team. 	

⁴ E.g. TESDA for TVET accredited training courses and LGU for PESO program.

⁵ Reference points: Current proportion of female technical staff: 50% among permanent technical staff in DOTr for the railway sector; 53% among technical assistants contracted (assigned at Usec for Railways).

⁶ Reference points: Current proportion of female personnel employed in existing railway: 39% in LRTA 2 (52% in depot, 35% in operations); 49% in MRT 3 (54% in depot; 49% in operations); 14% in PNR (33% in depot; 11% in operations). (Source: LRTA, MRT3 and PNR list of personnel). Labor force participation rate in Region III: 43% female representation in manufacturing; 33% female representation in administrative and support activities. (Source 2017 Gender Statistics on Labor and Employment).

⁷ To be recruited under ADB TRTA-9570-PHI: Railway Project Implementation Support and Institutional Strengthening.

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SECTION IX: ANNEX TO PARTICULAR CONDITIONS

Annexes - Table of Securities (Standard Form of Contract Annex References)

- A. *Not used*
- B. *Not used*
- C. Performance Security – Demand Guarantee *see Contract Form CF5*
- D. *Not used*
- E. Advance Payment Security *see Contract Form CF6*
- F. Retention Money Guarantee *see Contract Form CF7*
- G. *Not used*

Table of Contract Forms

- CF1. Letter of Acceptance
- CF2. Contract Agreement
- CF3. Schedules
- CF4. Contractor's Proposal
- CF5. Performance Securities
- CF6. Advance Payment Securities
- CF7. Retention Money Security
- CF8. Dispute Board Agreement (for each member of a three-person DB)

Notes:

1. Forms attached to these Particular Conditions may be modified as considered necessary at the time of finalizing the Contract.
2. Annexes A and B shall be submitted with the Tender
3. Annexes C, E and F may be completed in conjunction with the Award of Contract

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CONTRACT FORM CF1

LETTER OF ACCEPTANCE

[Insert letterhead paper of the Employer]

[Insert date]

To: *[Insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the Package CP NS-01 E&M Systems and Track Works for the Malolos–Clark Railway Project and the North South Railway Project-South Line (Commuter) and *[insert identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[insert amount in words and figures] [insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within twenty-eight (28) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Annex to the Particular Conditions - Contract Forms, of the Bidding Documents.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

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CONTRACT FORM CF2

CONTRACT AGREEMENT

(Refer Sub-Clause 1.6 of the Conditions of Contract)

THIS AGREEMENT made the *[insert day]* day of *[insert month]*, *[insert year]*, between Department of Transportation of Republic of the Philippines (hereinafter “the Employer”), of the one part, and *[insert name of the Contractor]* (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as Package CP NS-01 E&M Systems and Track Works for the Malolos–Clark Railway Project and the North South Railway Project-South Line (Commuter) should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Letter of Acceptance;
 - (ii) the Letter of Technical Bid;
 - (iii) the Letter of Price Bid;
 - (iv) the addenda Nos. *[insert addenda numbers, if any]* (if any);
 - (v) the Particular Conditions;
 - (vi) the General Conditions;
 - (vii) the Employer’s Requirements;
 - (viii) the completed Schedules;
 - (ix) the Contractor’s Proposal and any other documents forming part of the Contract
 - (x) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.
 - (xi) the Declaration as to the Origin of Goods and Services and Eligibility of Subcontractor/Supplier
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to

execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year specified above.

Signed by _____

Signed by _____

for and on behalf of the Employer
in the presence of

for and on behalf the Contractor
in the presence of

Witness: _____

Witness: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Address: _____

Address: _____

Date: _____

Date: _____

CONTRACT FORM CF3

SCHEDULES

SCH 1: Schedule of Prices

(Refer Sub-Clause 14.1 and 14.3 of the Conditions of Contract.)

Note: Insert Schedule of Prices submitted with the Letter of Price Bid and finalized at signing of the Contract

SCH 2: Schedule of Adjustment

(Refer Sub-Clause 13.8 of the Conditions of Contract.)

Note: Insert Schedule of Adjustment submitted with the Letter of Price Bid and finalized at signing of the Contract.

SCH 3: Schedule of Goods and Services Procured from Japan

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

Note: Insert Schedule of Goods and Services procured from Japan submitted with the Letter of Price Bid and finalized at signing of the Contract.

SCH 4: Schedule of Approved Sub-Contractor

(Refer Sub-Clause 4.4 of the Conditions of Contract.)

Contractor is obliged to seek Employer and Engineer's approval for any other sub-contractors he proposes to use. Bidder shall provide lists of proposed sub-contractors by system and discipline if identified prior to submission of bid.

SCH 5: Schedule of Approved Contractor's Representative and Key Personnel

(Refer Sub-Clause 4.3 of the Conditions of Contract)

Note: Insert Schedule of Approved Contractor's Representative and Key Personnel proposed with the Letter of Technical Bid and approved by the Employer, if any.

SCH 6: Schedule of Compliance Matrix in accordance with the Employer's Requirement

Note: Insert Compliance Matrix submitted with the Letter of Technical Bid and finalized during contract discussion.

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CONTRACT CF4

CONTRACTOR’S PROPOSAL

Note: List the item of Contractor’s Technical Proposal to be included in the Contract.

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Contract Form CF5

PERFORMANCE SECURITY (Refer Sub-Clause 4.2 of the Conditions of Contract)

Demand Guarantee

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: Department of Transportation
Pinatubo St. corner Sergio Osmeña Sr. St.
Clark Freeport Zone
Angeles City, Pampanga
2009 Philippines.

Date: *[Insert date of issue]*

PERFORMANCE 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 Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of the CP NS-01 E&M Systems and Track Works for the Malolos–Clark Railway Project and the North South Railway Project-South Line (Commuter) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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 figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

This guarantee shall expire, no later than the *[insert the day]* day of *[insert month]*, *[insert year]*², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9.*

Contract Form CF6

ADVANCE PAYMENT SECURITY (Refer Sub-Clause 14.2 of the Conditions of Contract)

Demand Guarantee

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: Department of Transportation (DOTr)
Pinatubo St. corner Sergio Osmeña Sr. St.
Clark Freeport Zone
Angeles City, Pampanga
2009 Philippines.

Date: *[Insert date of issue]*

ADVANCE PAYMENT 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 Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date of the contract]* with the Beneficiary, for the execution of the Package CP NS-01 E&M Systems and Track Works for the Malolos–Clark Railway Project and the North South Railway Project-South Line (Commuter) (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* (*[insert amount in words]*) is to be made against an advance payment 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 figures]* (*[insert amount in words]*)¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

² *Insert the expected expiration date of the Time for Completion.*

Contract Form CF7

RETENTION MONEY SECURITY (Refer Sub-Clause 14.9 of the Conditions of Contract)

Demand Guarantee

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: Department of Transportation (DOTr)
Pinatubo St. corner Sergio Osmeña Sr. St.
Clark Freeport Zone
Angeles City, Pampanga
2009 Philippines.

Date: *[Insert date of issue]*

RETENTION MONEY 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 Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of the Package CP NS-01 E&M Systems and Track Works for the Malolos–Clark Railway Project and the North South Railway Project-South Line (Commuter) (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security]* is to be made against a Retention Money 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 figures]* (*[insert amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand

¹ *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount*

supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number *[insert account’s number]* at *[insert name and address of Applicant’s bank]*.

This guarantee shall expire no later than the *[insert day]* day of *[insert month]*, *[insert year]*², and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

² *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9.*

CONTRACT FORM CF8

DISPUTE BOARD AGREEMENT

(Refer Sub-Clause 20.2 of the Conditions of Contract)

[For each Member of a three-member DB]

Package CP NS-01 E&M Systems and Track Works for the Malolos–Clark Railway Project and the North South Railway Project-South Line (Commuter) (hereinafter called as the “Contract”).

(1) **Department of Transportation (DOTr)**

Pinatubo St. corner Sergio Osmeña Sr. St.
Clark Freeport Zone
Angeles City, Pampanga
2009 Philippines
(hereinafter called as the “Employer”)

(2) *[inset name and address of the Contractor]*
(hereinafter called the “Contractor”).

(3) *[insert name and address of member of Dispute Adjudication Board]*
(hereinafter called the “Board Member”).

WHEREAS the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the “DB” *[and desire the Member to act as chairman of the DB].* Delete if not applicable.*

The Employer, Contractor and Member jointly agree as follows;

1. The conditions of this Dispute Board Agreement comprise the “General Conditions of Dispute Board Agreement”, which is appended to the Particular Conditions of this Contract to the General Conditions of the “Standard General Conditions of Contract set forth in Part 3, Section VII of the Standard Bidding Documents for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor (Trial Version) published by JICA in July 2015, and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Board Agreement, words and expressions shall have the same meaning as are assigned to them in the General Conditions of Dispute Board Agreement.

2. *[Details amendments to the General Conditions of Dispute Adjudication Agreement, if any.]*
3. In accordance with Clause 6 of the General Conditions of Dispute Board Agreement, the amounts of the DB Member monthly fee and daily fee shall be:
 - monthly retainer fee of *[insert amount and currency]* per months, and
 - daily fee of *[insert amount and currency]* per day.
4. In consideration of these fees and other payments to be made by the Contractor or the Employer in accordance with Clause 6 of the General Conditions of Dispute Agreement, the Member undertakes to serve, as described in the Dispute Board Agreement, as one of the three persons who are jointly to act as the DB.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Board Agreement.
6. This Dispute Board Agreement shall be governed by the law of *[insert name of the country]*.

.....
SIGNED by	SIGNED by	SIGNED by
.....
for and on behalf of the Employer in the presence of:	for and on behalf of the Contractor in the presence of:	by the Board Member in the presence of:
Witness	Witness	Witness
Name:	Name:	Name:
Address:	Address:	Address:
.....
Date:	Date:	Date:
.....