



**General Bid Bulletin No. 13**  
07 July 2021

**THE MALOLOS-CLARK RAILWAY PROJECT AND THE NORTH-SOUTH RAILWAY  
PROJECT SOUTH LINE COMMUTER PACKAGE CP NS-01: PROCUREMENT OF  
ELECTRICAL AND MECHANICAL SYSTEMS AND TRACK WORKS (IFB No: 21-040-3)**

**TO ALL PROSPECTIVE BIDDERS:**

This General Bid Bulletin is issued to amend/clarify certain provisions in the Bidding Documents for the above-mentioned Project. Please refer to the attached Annexes of this General Bid Bulletin for details:

1. **Annex "A"** — Not Applicable
2. **Annex "B"** — Addendum to the Bidding Documents with "**Attachment 1**"
3. **Annex "C"** — Not Applicable

All other portions of the Bidding Documents not affected by these revisions, amendments and/or clarifications shall remain unchanged.

Revisions/amendments/clarifications made herein shall be conserved as an integral part of the Bidding Documents of this Project.

For your guidance and information.

For the Bids and Awards Committee

**SIGNATURE REDACTED**

**ENGR. JAIME M. NAVARRETE, JR**  
Chairperson

# Annex B

**PACKAGE CP NS-01: E&M SYSTEMS AND TRACK WORKS**  
**General Bid Bulletin No. 13**  
**Annex B**

ITEM NO.	REFERENCE/CLAUSE/ SECTION	REVISIONS / AMENDMENTS
<b>Volume I Part 1 – Bidding Procedures</b>		
1	Section II Bid Data Sheet New ITB 6.5 Page BDS-2	<p><b><u>Add the following paragraph at the end of the ITB 6.5:</u></b></p> <p>“A copy of the AFC National Standard (Confidential Information) may be obtained by prospective Bidders upon formal written application, accompanied by a photocopy of two (2) valid Government Issued IDs, attached with Notarized Non-Disclosure and Confidentiality Agreement (NDA) using the template provided in Attachment-4 to the Bid Data Sheet, to the Procurement Service (PS) BAC, e.g. cover letter signed by the Bidder’s Authorized Representative attached with Letter of Intent, together with the signed Non-Disclosure Agreement, to the Procurement Agent’s address indicated in ITB 7.1. The prospective Bidders shall submit a hardcopy and email an electronic copy in PDF of the cover letter and its attachment to the Procurement Service. If the bidder has no representative in the Philippines, it should be notarized on any Philippine Diplomatic or Consular Office where they are incorporated.</p> <p>The Letter of Intent shall be addressed to:</p> <p>Timothy John R. Batan  Undersecretary for Railways  Pinatubo st. corner Sergio Osmeña st.  Clark Freeport Zone  Angeles City, Pampanga</p>

**PACKAGE CP NS-01: E&M SYSTEMS AND TRACK WORKS**  
**General Bid Bulletin No. 13**  
**Annex B**

ITEM NO.	REFERENCE/CLAUSE/ SECTION	REVISIONS / AMENDMENTS
		<p>Attn: Randolph Ian V. Clet  Project Manager  AFCS Program Office</p> <p>The Letter of Intent shall include the Authorized E-mail address that will be granted access to the AFC National Standard. Please note that the Authorized E-mail must be the E-mail of the signatory in the NDA.</p> <p>The Bidder may request for the clean copy of the NDA through the BAC Secretariat.</p>
2	Section II Bid Data Sheet New Attachment-4 Page BDS-18 to BDS-29	<p><b><u>Add Attachment-4 (Attachment 4.1 to Attachment 4.3) Non-Disclosure And Confidentiality Agreement form to the Section II Bid Data Sheet. Refer to the Annex B's attachment.</u></b></p>

# Annex B – Attachment 1

	<ul style="list-style-type: none"><li>- Environmental Management Plan</li><li>- Environmental Monitoring Plan</li><li>- Existing Utility Drawings</li></ul> <p><b>Site Reference Information</b></p> <ul style="list-style-type: none"><li>- Topographic Survey Report</li><li>- Hydrological Report</li><li>- Traffic Assessment Survey Report</li><li>- Existing Structure of Historical Importance Report</li><li>- Safety Rules and Manuals Published by Philippine National Railway (PNR) - available for inspection at the office of PNR with prior appointment</li></ul> <p>To enable Bidders to gain an overview of the civil work packages for the North South Commuter Railway Extension Project and North South Commuter Railway Project (Malolos-Tutuban), a copy of the bidding documents for Contract Packages N-01 to N-05, S-01, S-02, S-03a, S-03b, S-03c, S-04 to S-07, CP01 and CP02 are also available on the PS, DOTr and PNR websites listed in ITB 7.1.</p> <p>A copy of the AFC National Standard (Confidential Information) may be obtained by prospective Bidders upon formal written application, accompanied by a photocopy of two (2) valid Government Issued IDs, attached with Notarized Non-Disclosure and Confidentiality Agreement (NDA) using the template provided in Attachment-4 to the Bid Data Sheet, to the Procurement Service (PS) BAC, e.g. cover letter signed by the Bidder's Authorized Representative attached with Letter of Intent, together with the signed Non-Disclosure Agreement, to the Procurement Agent's address indicated in ITB 7.1. The prospective Bidders shall submit a hardcopy and email an electronic copy in PDF of the cover letter and its attachment to the Procurement Service. If the bidder has no representative in the Philippines, it should be notarized on any Philippine Diplomatic or Consular Office where they are incorporated.</p> <p>The Letter of Intent shall be addressed to:</p> <p>Timothy John R. Batan Undersecretary for Railways Pinatubo st. corner Sergio Osmeña st. Clark Freeport Zone Angeles City, Pampanga</p> <p>Attn: Randolph Ian V. Clet Project Manager AFCS Program Office</p>
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	<p>The Letter of Intent shall include the Authorized E-mail address that will be granted access to the AFC National Standard. Please note that the Authorized E-mail must be the E-mail of the signatory in the NDA.</p> <p>The Bidder may request for the clean copy of the NDA through the BAC Secretariat.</p>
<p><b>ITB 7.1</b></p>	<p>For <b><u>clarification purposes</u></b> only, and acting on behalf of the Employer, the Procurement Agent’s address is:</p> <p>Attention: Engr. Jaime M. Navarrete, Jr.              The Chairperson              Bids and Awards Committee for CP NS-01</p> <p>Address: Procurement Service              PS Complex, RR Road, Cristobal Street,              Paco, Manila 1007, Philippines</p> <p>Tel No. 8689-7750 and 8689-7751              Email Address: psdotr_cpns01@ps-philgeps.gov.ph</p>
<p><b>ITB 7.1</b></p>	<p>Responses to any request for clarification, if any, will be published on the web pages indicated below provided that such request is received not later than fourteen (14) days prior to the deadline for submission of Bids.</p> <p>Web pages:  <a href="http://www.ps-philgeps.gov.ph/home/">www.ps-philgeps.gov.ph/home/</a>  <a href="http://www.dotr.gov.ph">www.dotr.gov.ph</a>  <a href="http://www.pnr.gov.ph">www.pnr.gov.ph</a></p> <p>For any requests for clarifications, prospective Bidders shall submit them in writing using the template provided in Attachment-1 to this Bid Data Sheet, together with a cover letter signed by the Bidder’s Authorized Representative. The prospective Bidders shall submit a hard-copy of the cover letter and clarification request to the Procurement Service, or email electronic copies in PDF and Word format.</p>
<p><b>ITB 7.4</b></p>	<p>A Pre-Bid Conference will take place at the following date, time and place:</p> <p>Date: 16 April 2021              Time: 10:00 A.M.              Place: Procurement Service              PS Complex              RR Road, Cristobal Street              Paco, Manila 1007              Philippines</p> <p>The Pre-Bid Conference will be open to all interested parties, including those who have not purchased the Bidding Documents. Pursuant to the</p>

**ATTACHMENT-4 TO THE BID DATA SHEET**

*[The Bidder shall utilize either one of the templates based on the criteria where Attachment 4.1 Non-Disclosure And Confidentiality Agreement (Foreign Company With Local Representative) Form, Attachment-4.2 Non-Disclosure And Confidentiality Agreement (Foreign Company Without Local Representative) Form, Attachment-4.3 Non-Disclosure And Confidentiality Agreement (Local Company) Form. These forms should be signed by a person with the proper authority to sign documents that are binding on the company.]*

**ATTACHMENT-4.1 NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (FOREIGN COMPANY WITH LOCAL REPRESENTATIVE) FORM**

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

1	Execution Date	___/___/20__ [dd/mm/yyyy]
2	Disclosing Party	Department of Transportation, with office address at S. Osmeña, Clark Freeport, Angeles, Pampanga
3	Receiving Party	_____, a foreign corporation organized and existing under laws other than Philippine laws, with principal office address at _____, represented by _____ of legal age, Filipino, with postal address at _____
4	Parties' Relationship	_____
5	Purpose of Disclosure	_____
6	Confidential Information; General	<p>All information concerning the Disclosing Party, including those relating to the National Interoperable Automatic Fare Collection System ("<b>Project</b>"), furnished by the Disclosing Party to the Receiving Party, including by and to their respective officials, officers, employees, advisors, agents, or representatives ("<b>Representatives</b>"), including: (a) information contained in any printed, written, or tangible form furnished or otherwise made available; (b) information electronically furnished or otherwise made available; and (c) information orally presented, by the Disclosing Party to the Receiving Party.</p> <p>Notwithstanding the foregoing, information disclosed by the Disclosing Party to the Receiving Party, which would otherwise be Confidential Information, shall not be deemed as such to the extent that the Receiving Party can sufficiently prove that said information [i] prior to the Receiving Party</p>



receiving the information, has become part of the public domain without involving a violation of this NDA; [ii] was disclosed to the Receiving Party pursuant to an administrative or judicial action; [iii] was lawfully disclosed to the Receiving Party by a third party. If only a portion of the Confidential Information falls under any of the foregoing, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions under this NDA.

7 Confidential Information; Specific

Notwithstanding anything to the contrary in this NDA, the following documents/information, disclosed by the Disclosing Party to the Receiving Party, shall be deemed Confidential Information:

- (a) Native COS Specifications
- (b) Native COS-based Specifications
- (c) Native COS-based NXP Specifications
- (d) QR Code Specifications
- (e) Mobile Payments through NFC Specifications

8 Receiving Party's Obligations

(a) Unless the Disclosing Party gives prior written authorization, the Receiving Party and its Representatives, during and after its involvement in the Project:

- [i] shall not use the Confidential Information for any purpose other than for the Receiving Party's engagement, or potential engagement, in relation to the Project and the Purpose of Disclosure;
- [ii] shall protect the Confidential Information against disclosure, in the same manner and with the same degree of care, but not less than a reasonable degree of care, as another prudent person would protect its Confidential Information; and
- [iii] shall limit circulation of the Confidential Information to its Representatives, and only for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.

(b) Confidential Information furnished in printed, written, tangible, or electronic form shall not be duplicated or reproduced by the Receiving Party, except for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.

(c) Upon request of the Disclosing Party, the Receiving Party shall either [i] return and/or [ii] destroy, all Confidential Information received by it in printed, written, tangible, or electronic form, including copies or reproductions thereof, and [iii] certify that all such copies or reproductions have been returned and/or destroyed, as requested by the Disclosing Party, within 10 calendar days of such request, provided, the Receiving Party may retain one copy of the Confidential Information for record purposes, as may be required by the Receiving Party's internal compliance processes and/or regulatory purposes, subject to the Receiving Party providing the Disclosing Party written notification of such internal compliance and/or regulatory requirement, to the satisfaction of the Receiving Party.

- (d) The Receiving Party shall be responsible for any breach of this NDA by any of its officials, officers, employees, advisors, agents, or representatives.
- 9 No Representation. The Receiving Party acknowledges and agrees that the Disclosing Party is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, or that such information will remain unchanged. The Receiving Party releases the Disclosing Party from any liability to the Receiving Party and/or any third party arising out of or related to the Confidential Information or any interpretations or conclusions made or drawn therefrom by the Receiving Party.
- 10 Liquidated Damages. Violation of this NDA shall render the Receiving Party liable to the Disclosing Party for liquidated damages in the amount of PHP50,000,000.00.
- 11 All disputes arising out of or in connection with this NDA shall be filed exclusively with the proper court of Angeles City, to the exclusion of all other courts, and shall be construed in accordance with the laws of the Philippines.

**[RECEIVING PARTY]**

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**[DISCLOSING PARTY]**

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**ACKNOWLEDGEMENT**

Republic of the Philippines    )  
\_\_\_\_\_                            ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this  
\_\_\_\_\_, personally appeared the following:

	<i>Competent Proof of Identity</i>	<i>Place / Date Issued / Expiry</i>
[Receiving Party] by: _____, _____		

who was identified by me through his/her competent evidence of identity, as indicated above, to be the same person described in the foregoing instrument, and acknowledged before me that his/her signature on the instrument was voluntarily affixed by him/her for the purposes stated therein, and declared to me that he/she has executed the instrument as his/her free and voluntary act and deed and that he/she has the authority to sign on behalf of the entity that he/she represents.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above-written.

Doc. No.    \_\_\_\_ ;  
Page No.   \_\_\_\_ ;  
Book No.   \_\_\_\_ ;  
Series of   \_\_\_\_.

**ATTACHMENT-4.2 NON-DISCLOSURE AND CONFIDENTIALITY  
 AGREEMENT (FOREIGN COMPANY WITHOUT LOCAL REPRESENTATIVE)  
 FORM**

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

1	Execution Date	___/___/20__ [dd/mm/yyyy]
2	Disclosing Party	Department of Transportation, with office address at S. Osmeña, Clark Freeport, Angeles, Pampanga
3	Receiving Party	_____, a foreign corporation organized and existing under laws other than Philippine laws, with principal office address at _____.
4	Parties' Relationship	_____
5	Purpose of Disclosure	_____
6	Confidential Information; General	
	<p>All information concerning the Disclosing Party, including those relating to the National Interoperable Automatic Fare Collection System ("<b>Project</b>"), furnished by the Disclosing Party to the Receiving Party, including by and to their respective officials, officers, employees, advisors, agents, or representatives ("<b>Representatives</b>"), including: (a) information contained in any printed, written, or tangible form furnished or otherwise made available; (b) information electronically furnished or otherwise made available; and (c) information orally presented, by the Disclosing Party to the Receiving Party.</p> <p>Notwithstanding the foregoing, information disclosed by the Disclosing Party to the Receiving Party, which would otherwise be Confidential Information, shall not be deemed as such to the extent that the Receiving Party can sufficiently prove that said information [i] prior to the Receiving Party receiving the information, has become part of the public domain without involving a violation of this NDA; [ii] was disclosed to the Receiving Party pursuant to an administrative or judicial action; [iii] was lawfully disclosed to the Receiving Party by a third party. If only a portion of the Confidential Information falls under any of the foregoing, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions under this NDA.</p>	
7	Confidential Information; Specific	
	<p>Notwithstanding anything to the contrary in this NDA, the following documents/information, disclosed by the Disclosing Party to the Receiving Party, shall be deemed Confidential Information:</p> <p>(a) <u>Native COS Specifications</u>                  (b) <u>Native COS-based Specifications</u>                  (c) <u>Native COS-based NXP Specifications</u></p>	

(d) QR Code Specifications

(e) Mobile Payments through NFC Specifications

8 Receiving Party's Obligations

(a) Unless the Disclosing Party gives prior written authorization, the Receiving Party and its Representatives, during and after its involvement in the Project:

[i] shall not use the Confidential Information for any purpose other than for the Receiving Party's engagement, or potential engagement, in relation to the Project and the Purpose of Disclosure;

[ii] shall protect the Confidential Information against disclosure, in the same manner and with the same degree of care, but not less than a reasonable degree of care, as another prudent person would protect its Confidential Information; and

[iii] shall limit circulation of the Confidential Information to its Representatives, and only for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.

(b) Confidential Information furnished in printed, written, tangible, or electronic form shall not be duplicated or reproduced by the Receiving Party, except for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.

(c) Upon request of the Disclosing Party, the Receiving Party shall either [i] return and/or [ii] destroy, all Confidential Information received by it in printed, written, tangible, or electronic form, including copies or reproductions thereof, and [iii] certify that all such copies or reproductions have been returned and/or destroyed, as requested by the Disclosing Party, within 10 calendar days of such request, provided, the Receiving Party may retain one copy of the Confidential Information for record purposes, as may be required by the Receiving Party's internal compliance processes and/or regulatory purposes, subject to the Receiving Party providing the Disclosing Party written notification of such internal compliance and/or regulatory requirement, to the satisfaction of the Receiving Party.

(d) The Receiving Party shall be responsible for any breach of this NDA by any of its officials, officers, employees, advisors, agents, or representatives.

9 No Representation. The Receiving Party acknowledges and agrees that the Disclosing Party is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, or that such information will remain unchanged. The Receiving Party releases the Disclosing Party from any liability to the Receiving Party and/or any third party arising out of or related to the Confidential Information or any interpretations or conclusions made or drawn therefrom by the Receiving Party.

10 Liquidated Damages. Violation of this NDA shall render the Receiving Party liable to the Disclosing Party for liquidated damages in the amount of PHP50,000,000.00.

- 11 All disputes arising out of or in connection with this NDA shall be filed exclusively with the proper court of Angeles City, to the exclusion of all other courts, and shall be construed in accordance with the laws of the Philippines.

**[RECEIVING PARTY]**

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**[DISCLOSING PARTY]**

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**ACKNOWLEDGEMENT**

Republic of the Philippines    )  
\_\_\_\_\_                            ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this  
\_\_\_\_\_, personally appeared the following:

	<i>Competent Proof of Identity</i>	<i>Place / Date Issued / Expiry</i>
[Receiving Party] by: _____, _____		

who was identified by me through his/her competent evidence of identity, as indicated above, to be the same person described in the foregoing instrument, and acknowledged before me that his/her signature on the instrument was voluntarily affixed by him/her for the purposes stated therein, and declared to me that he/she has executed the instrument as his/her free and voluntary act and deed and that he/she has the authority to sign on behalf of the entity that he/she represents.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above-written.

Doc. No.    \_\_\_\_\_ ;  
Page No.    \_\_\_\_\_ ;  
Book No.    \_\_\_\_\_ ;  
Series of    \_\_\_\_\_.

**ATTACHMENT-4.3 NON-DISCLOSURE AND CONFIDENTIALITY  
 AGREEMENT (LOCAL COMPANY) FORM**

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

1	Execution Date	___/___/20__ [dd/mm/yyyy]
2	Disclosing Party	Department of Transportation, with office address at S. Osmeña, Clark Freeport, Angeles, Pampanga
3	Receiving Party	_____, a corporation organized and existing under Philippine law, with principal office address at _____, represented by its _____ of legal age, Filipino, with postal address at _____
4	Parties' Relationship	_____
5	Purpose of Disclosure	_____
6	Confidential Information; General	<p>All information concerning the Disclosing Party, including those relating to the National Interoperable Automatic Fare Collection System ("<b>Project</b>"), furnished by the Disclosing Party to the Receiving Party, including by and to their respective officials, officers, employees, advisors, agents, or representatives ("<b>Representatives</b>"), including: (a) information contained in any printed, written, or tangible form furnished or otherwise made available; (b) information electronically furnished or otherwise made available; and (c) information orally presented, by the Disclosing Party to the Receiving Party.</p> <p>Notwithstanding the foregoing, information disclosed by the Disclosing Party to the Receiving Party, which would otherwise be Confidential Information, shall not be deemed as such to the extent that the Receiving Party can sufficiently prove that said information [i] prior to the Receiving Party receiving the information, has become part of the public domain without involving a violation of this NDA; [ii] was disclosed to the Receiving Party pursuant to an administrative or judicial action; [iii] was lawfully disclosed to the Receiving Party by a third party. If only a portion of the Confidential Information falls under any of the foregoing, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions under this NDA.</p>
7	Confidential Information; Specific	<p>Notwithstanding anything to the contrary in this NDA, the following documents/information, disclosed by the Disclosing Party to the Receiving Party, shall be deemed Confidential Information:</p> <p>(a) <u>Native COS Specifications</u></p>



- (b) Native COS-based Specifications
- (c) Native COS-based NXP Specifications
- (d) QR Code Specifications
- (e) Mobile Payments through NFC Specifications

8 Receiving Party's Obligations

- (a) Unless the Disclosing Party gives prior written authorization, the Receiving Party and its Representatives, during and after its involvement in the Project:
  - [i] shall not use the Confidential Information for any purpose other than for the Receiving Party's engagement, or potential engagement, in relation to the Project and the Purpose of Disclosure;
  - [ii] shall protect the Confidential Information against disclosure, in the same manner and with the same degree of care, but not less than a reasonable degree of care, as another prudent person would protect its Confidential Information; and
  - [iii] shall limit circulation of the Confidential Information to its Representatives, and only for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.
- (b) Confidential Information furnished in printed, written, tangible, or electronic form shall not be duplicated or reproduced by the Receiving Party, except for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.
- (c) Upon request of the Disclosing Party, the Receiving Party shall either [i] return and/or [ii] destroy, all Confidential Information received by it in printed, written, tangible, or electronic form, including copies or reproductions thereof, and [iii] certify that all such copies or reproductions have been returned and/or destroyed, as requested by the Disclosing Party, within 10 calendar days of such request, provided, the Receiving Party may retain one copy of the Confidential Information for record purposes, as may be required by the Receiving Party's internal compliance processes and/or regulatory purposes, subject to the Receiving Party providing the Disclosing Party written notification of such internal compliance and/or regulatory requirement, to the satisfaction of the Receiving Party.
- (d) The Receiving Party shall be responsible for any breach of this NDA by any of its officials, officers, employees, advisors, agents, or representatives.

- 9 No Representation. The Receiving Party acknowledges and agrees that the Disclosing Party is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, or that such information will remain unchanged. The Receiving Party releases the Disclosing Party from any liability to the Receiving Party and/or any third party arising out of or related to the Confidential Information or any interpretations or conclusions made or drawn therefrom by the Receiving Party.

- 
- 10 Liquidated Damages. Violation of this NDA shall render the Receiving Party liable to the Disclosing Party for liquidated damages in the amount of PHP50,000,000.00.
- 
- 11 All disputes arising out of or in connection with this NDA shall be filed exclusively with the proper court of Angeles City, to the exclusion of all other courts, and shall be construed in accordance with the laws of the Philippines.

**[RECEIVING PARTY]**

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**[DISCLOSING PARTY]**

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**ACKNOWLEDGEMENT**

Republic of the Philippines    )  
\_\_\_\_\_                            ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this  
\_\_\_\_\_, personally appeared the following:

	<i>Competent Proof of Identity</i>	<i>Place / Date Issued / Expiry</i>
[Receiving Party] by: _____, _____		

who was identified by me through his/her competent evidence of identity, as indicated above, to be the same person described in the foregoing instrument, and acknowledged before me that his/her signature on the instrument was voluntarily affixed by him/her for the purposes stated therein, and declared to me that he/she has executed the instrument as his/her free and voluntary act and deed and that he/she has the authority to sign on behalf of the entity that he/she represents.

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Doc. No.    \_\_\_\_\_ ;  
Page No.    \_\_\_\_\_ ;  
Book No.    \_\_\_\_\_ ;  
Series of    \_\_\_\_\_ .

- Environmental Management Plan
- Environmental Monitoring Plan
- Existing Utility Drawings

**Site Reference Information**

- Topographic Survey Report
- Hydrological Report
- Traffic Assessment Survey Report
- Existing Structure of Historical Importance Report
- Safety Rules and Manuals Published by Philippine National Railway (PNR) - available for inspection at the office of PNR with prior appointment

To enable Bidders to gain an overview of the civil work packages for the North South Commuter Railway Extension Project and North South Commuter Railway Project (Malolos-Tutuban), a copy of the bidding documents for Contract Packages N-01 to N-05, S-01, S-02, S-03a, S-03b, S-03c, S-04 to S-07, CP01 and CP02 are also available on the PS, DOTr and PNR websites listed in ITB 7.1.

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The Letter of Intent shall be addressed to:

Timothy John R. Batan  
Undersecretary for Railways  
Pinatubo st. corner Sergio Osmeña st.  
Clark Freeport Zone  
Angeles City, Pampanga

Attn: Randolph Ian V. Clet  
Project Manager  
AFCS Program Office

	<p><u>The Letter of Intent shall include the Authorized E-mail address that will be granted access to the AFC National Standard. Please note that the Authorized E-mail must be the E-mail of the signatory in the NDA.</u></p> <p><u>The Bidder may request for the clean copy of the NDA through the BAC Secretariat. To enable Bidders to gain an overview of the civil work packages for the North South Commuter Railway Extension Project and North South Commuter Railway Project (Malolos Tutuban), a copy of the bidding documents for Contract Packages N-01 to N-05, S-01, S-02, S-04 to S-07, CP01 and CP02 are also available on the PS, DOTr and PNR websites listed in ITB 7.1. Those particular reference documents will be incorporated as a part of the Contract.</u></p>
<p><b>ITB 7.1</b></p>	<p>For <b>clarification purposes</b> only, and acting on behalf of the Employer, the Procurement Agent’s address is:</p> <p>Attention: Engr. Jaime M. Navarrete, Jr.        The Chairperson        Bids and Awards Committee for CP NS-01</p> <p>Address: Procurement Service        PS Complex, RR Road, Cristobal Street,        Paco, Manila 1007, Philippines</p> <p>Tel No. 8689-7750 and 8689-7751        Email Address: psdotr_cpns01@ps-philgeps.gov.ph</p>
<p><b>ITB 7.1</b></p>	<p>Responses to any request for clarification, if any, will be published on the web pages indicated below provided that such request is received not later than fourteen (14) days prior to the deadline for submission of Bids.</p> <p>Web pages:  <a href="http://www.ps-philgeps.gov.ph/home/">www.ps-philgeps.gov.ph/home/</a>  <a href="http://www.dotr.gov.ph">www.dotr.gov.ph</a>  <a href="http://www.pnr.gov.ph">www.pnr.gov.ph</a></p> <p>For any requests for clarifications, prospective Bidders shall submit them in writing using the template provided in Attachment-1 to this Bid Data Sheet, together with a cover letter signed by the Bidder’s Authorized Representative. The prospective Bidders shall submit a hard-copy of the cover letter and clarification request to the Procurement Service, or email electronic copies in PDF and Word format.</p>
<p><b>ITB 7.4</b></p>	<p>A Pre-Bid Conference will take place at the following date, time and place:</p> <p>Date: 16 April 2021        Time: 10:00 A.M.        Place: Procurement Service        PS Complex</p>



receiving the information, has become part of the public domain without involving a violation of this NDA; [ii] was disclosed to the Receiving Party pursuant to an administrative or judicial action; [iii] was lawfully disclosed to the Receiving Party by a third party. If only a portion of the Confidential Information falls under any of the foregoing, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions under this NDA.

7 Confidential Information; Specific

Notwithstanding anything to the contrary in this NDA, the following documents/information, disclosed by the Disclosing Party to the Receiving Party, shall be deemed Confidential Information:

- (a) Native COS Specifications
- (b) Native COS-based Specifications
- (c) Native COS-based NXP Specifications
- (d) QR Code Specifications
- (e) Mobile Payments through NFC Specifications

8 Receiving Party's Obligations

(a) Unless the Disclosing Party gives prior written authorization, the Receiving Party and its Representatives, during and after its involvement in the Project:

- [i] shall not use the Confidential Information for any purpose other than for the Receiving Party's engagement, or potential engagement, in relation to the Project and the Purpose of Disclosure;
- [ii] shall protect the Confidential Information against disclosure, in the same manner and with the same degree of care, but not less than a reasonable degree of care, as another prudent person would protect its Confidential Information; and
- [iii] shall limit circulation of the Confidential Information to its Representatives, and only for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.

(b) Confidential Information furnished in printed, written, tangible, or electronic form shall not be duplicated or reproduced by the Receiving Party, except for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.

(c) Upon request of the Disclosing Party, the Receiving Party shall either [i] return and/or [ii] destroy, all Confidential Information received by it in printed, written, tangible, or electronic form, including copies or reproductions thereof, and [iii] certify that all such copies or reproductions have been returned and/or destroyed, as requested by the Disclosing Party, within 10 calendar days of such request, provided, the Receiving Party may retain one copy of the Confidential Information for record purposes, as may be required by the Receiving Party's internal compliance processes and/or regulatory purposes, subject to the Receiving Party providing the Disclosing Party written notification of such internal compliance and/or regulatory requirement, to the satisfaction of the Receiving Party.

(d) The Receiving Party shall be responsible for any breach of this NDA by any of its officials, officers, employees, advisors, agents, or representatives.

9 No Representation. The Receiving Party acknowledges and agrees that the Disclosing Party is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, or that such information will remain unchanged. The Receiving Party releases the Disclosing Party from any liability to the Receiving Party and/or any third party arising out of or related to the Confidential Information or any interpretations or conclusions made or drawn therefrom by the Receiving Party.

10 Liquidated Damages. Violation of this NDA shall render the Receiving Party liable to the Disclosing Party for liquidated damages in the amount of PHP50,000,000.00.

11 All disputes arising out of or in connection with this NDA shall be filed exclusively with the proper court of Angeles City, to the exclusion of all other courts, and shall be construed in accordance with the laws of the Philippines.

**[RECEIVING PARTY]**

\_\_\_\_\_

\_\_\_\_\_

**[DISCLOSING PARTY]**

\_\_\_\_\_



**ACKNOWLEDGEMENT**

Republic of the Philippines )  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this  
\_\_\_\_\_, personally appeared the following:

	<u>Competent Proof of Identity</u>	<u>Place / Date Issued / Expiry</u>
<u>[Receiving Party]</u> by: _____,		

who was identified by me through his/her competent evidence of identity, as indicated above, to be the same person described in the foregoing instrument, and acknowledged before me that his/her signature on the instrument was voluntarily affixed by him/her for the purposes stated therein, and declared to me that he/she has executed the instrument as his/her free and voluntary act and deed and that he/she has the authority to sign on behalf of the entity that he/she represents.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above-written.

Doc. No. \_\_\_\_\_ ;  
Page No. \_\_\_\_\_ ;  
Book No. \_\_\_\_\_ ;  
Series of \_\_\_\_\_.

**ATTACHMENT-4.2 NON-DISCLOSURE AND CONFIDENTIALITY  
 AGREEMENT (FOREIGN COMPANY WITHOUT LOCAL REPRESENTATIVE)  
 FORM**

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

<u>1</u>	<u>Execution Date</u>	<u>___/___/20___ [dd/mm/yyyy]</u>
<u>2</u>	<u>Disclosing Party</u>	<u>Department of Transportation, with office address at S. Osmeña, Clark Freeport, Angeles, Pampanga</u>
<u>3</u>	<u>Receiving Party</u>	<u>_____ , a foreign corporation organized and existing under laws other than Philippine laws, with principal office address at _____.</u>
<u>4</u>	<u>Parties' Relationship</u>	<u>_____</u>
<u>5</u>	<u>Purpose of Disclosure</u>	<u>_____</u>
<u>6</u>	<u>Confidential Information; General</u>	
	<p><u>All information concerning the Disclosing Party, including those relating to the National Interoperable Automatic Fare Collection System ("Project"), furnished by the Disclosing Party to the Receiving Party, including by and to their respective officials, officers, employees, advisors, agents, or representatives ("Representatives"), including: (a) information contained in any printed, written, or tangible form furnished or otherwise made available; (b) information electronically furnished or otherwise made available; and (c) information orally presented, by the Disclosing Party to the Receiving Party.</u></p> <p><u>Notwithstanding the foregoing, information disclosed by the Disclosing Party to the Receiving Party, which would otherwise be Confidential Information, shall not be deemed as such to the extent that the Receiving Party can sufficiently prove that said information [i] prior to the Receiving Party receiving the information, has become part of the public domain without involving a violation of this NDA; [ii] was disclosed to the Receiving Party pursuant to an administrative or judicial action; [iii] was lawfully disclosed to the Receiving Party by a third party. If only a portion of the Confidential Information falls under any of the foregoing, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions under this NDA.</u></p>	
<u>7</u>	<u>Confidential Information; Specific</u>	
	<p><u>Notwithstanding anything to the contrary in this NDA, the following documents/information, disclosed by the Disclosing Party to the Receiving Party, shall be deemed Confidential Information:</u></p> <p><u>(a) Native COS Specifications</u></p> <p><u>(b) Native COS-based Specifications</u></p> <p><u>(c) Native COS-based NXP Specifications</u></p>	

(d) QR Code Specifications

(e) Mobile Payments through NFC Specifications

8 Receiving Party's Obligations

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[i] shall not use the Confidential Information for any purpose other than for the Receiving Party's engagement, or potential engagement, in relation to the Project and the Purpose of Disclosure;

[ii] shall protect the Confidential Information against disclosure, in the same manner and with the same degree of care, but not less than a reasonable degree of care, as another prudent person would protect its Confidential Information; and

[iii] shall limit circulation of the Confidential Information to its Representatives, and only for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.

(b) Confidential Information furnished in printed, written, tangible, or electronic form shall not be duplicated or reproduced by the Receiving Party, except for purposes relating to the Receiving Party's engagement, or potential engagement, for the Project and the Purpose of Disclosure.

(c) Upon request of the Disclosing Party, the Receiving Party shall either [i] return and/or [ii] destroy, all Confidential Information received by it in printed, written, tangible, or electronic form, including copies or reproductions thereof, and [iii] certify that all such copies or reproductions have been returned and/or destroyed, as requested by the Disclosing Party, within 10 calendar days of such request, provided, the Receiving Party may retain one copy of the Confidential Information for record purposes, as may be required by the Receiving Party's internal compliance processes and/or regulatory purposes, subject to the Receiving Party providing the Disclosing Party written notification of such internal compliance and/or regulatory requirement, to the satisfaction of the Receiving Party.

(d) The Receiving Party shall be responsible for any breach of this NDA by any of its officials, officers, employees, advisors, agents, or representatives.

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[RECEIVING PARTY]

\_\_\_\_\_

\_\_\_\_\_

[DISCLOSING PARTY]

\_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines )  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this  
\_\_\_\_\_, personally appeared the following:

	<u>Competent Proof of Identity</u>	<u>Place / Date Issued / Expiry</u>
<u>[Receiving Party]</u> by: _____,		

who was identified by me through his/her competent evidence of identity, as indicated above, to be the same person described in the foregoing instrument, and acknowledged before me that his/her signature on the instrument was voluntarily affixed by him/her for the purposes stated therein, and declared to me that he/she has executed the instrument as his/her free and voluntary act and deed and that he/she has the authority to sign on behalf of the entity that he/she represents.

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Series of \_\_\_\_\_.



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**[RECEIVING PARTY]**

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**[DISCLOSING PARTY]**

\_\_\_\_\_



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