

North – South Commuter Railway (NSCR) Project (Malolos – Tutuban)  
Package CP03: Rolling Stock

ITEM NO.	REFERENCE CLAUSE/SECTION	CLARIFICATION REQUEST	RESPONSE			
<i>Volume II, Part 2 – Employer's Requirements</i> <i>General Specifications</i>						
1	Section VI, Page GS-97, Appendix B: Split Responsibility on Rolling Stock and Other Works, Table B.2 Split Responsibility in Special Tools for Rolling Stock and Depot Equipment	While Item 5.2 "Hydraulic press set and all necessary accessories for wheel dismount/mount, including high pressure oil injector to assist for the dismounting/mounting of wheels from/to the axles" is specified as supply by CP03, the Bidder opines that this item should be categorized as depot equipment similar to Item 1 "Workshop Facilities", Item 4 "Machining Tools" and Item 6 "Cleaning Facilities". Accordingly, the Bidder requests the Employer to amend the supply responsibility of Item 5.2 from CP03 to CP04.	The Bidder's request is accepted. Item 5.2 of Table B.2 is hereby deleted. <table border="1" data-bbox="933 1288 1165 1915"> <tr> <td data-bbox="933 1288 1165 1355">5.2</td> <td data-bbox="933 1355 1165 1836">Not used. <del>Hydraulic press set and all necessary jigs and accessories for wheel dismount/mount, including high pressure oil injector to assist for the dismounting/mounting of wheels from/to the axles</del></td> <td data-bbox="933 1836 1165 1915">CP03</td> </tr> </table>	5.2	Not used. <del>Hydraulic press set and all necessary jigs and accessories for wheel dismount/mount, including high pressure oil injector to assist for the dismounting/mounting of wheels from/to the axles</del>	CP03
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<i>Technical Specifications</i>						
2	Section VI, Page TS-35, Clause 5.4 Flooring	Item 1) of the 9th paragraph of this clause specifies that "Slip resistance of 0.75 dry and 0.62 wet in accordance with JRIS J0745." However, the Bidder notes that slip resistance value under dry condition is not specified in JRIS J0745; only slip resistance value under "dust + wet" condition is specified as less than 0.5. Accordingly, the Bidder requests the Employer to make the following amendment so that selection of appropriate material can be made in accordance with JRIS J0745: <del>"Slip resistance of 0.75 dry and 0.62 wet shall be less than 0.5 under 'dust + wet' condition in accordance with JRIS J0745."</del>	The Bidder's request is not accepted. The flooring slip resistance of 0.75 dry and 0.62 wet shall remain, as this is the locally adopted specification. The Bidder shall demonstrate compliance by tests in accordance with JRIS J0745.			
3	Section VI, Page TS-38, Clause 5.11 Windows and Glazing	The Bidder opines that the specified optical characteristics of the side window in the 10th paragraph of this clause are not practical for single glazed side window with toughened/tempered glass. Accordingly, the Bidder requests the Employer to make the	The Bidder's request is not accepted, the requirements of TS Clause 5.11 shall remain.			

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4	Section VI, Page TS-97, Clause 20.4 Acceptance Testing	<p>following amendment:  <i>"All side windows shall transmit less than <del>5%</del>7% of the incident ultra violet radiation. Body side and door glazing shall be capable of rejecting 50% to <del>70%</del>80% solar energy with visible light transmission of <del>50%</del>40% to 55%."</i></p> <p>The Bidder understands that all testing to be conducted on the rolling stock on completion of construction and before entry into service are as specifically defined in the Employer's Requirement. It is the Bidder's understanding that if there is any discrepancy between the Employer's Requirements and requirements of the IEC standards, requirements of the Employer's Requirements prevail. Please confirm the foregoing understanding is correct.</p> <p>In this context, to avoid any confusion or doubt, the Bidder requests the Employer to amend the first sentence of the first paragraph of Clause 20.4.1 as follows:  <i>"All cars, sets and consists shall undergo acceptance testing in accordance with the requirements stipulated in the Employer's Requirements of IEC 61133 or accepted equivalent <del>or <del>any international standards referenced therein, requirements specified in the Employer's Requirements shall prevail.</del></del></i></p>	<p>Yes, the Bidder's understanding is correct. Any discrepancy that may arise during the design stage of the Contract will be dealt with by the Engineer on behalf of the Employer on a case-by-case basis.</p> <p>The Bidder's request is not accepted. The tests shall be conducted to the full extent as specified in the TS Sub-Clause 20.4 and as within IEC 61133 or accepted equivalent as a minimum, as may be applicable.</p>

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5	Section VI, Page TS-106, Clause 22.3 Design Approval Process	<p>The Bidder is of the opinion that it would be in the interest of both the Employer and Contractor if review and respond time by the Employer of all documents to be submitted by the Contractor is shortened, so that the time for design review can be abridged and the commencement of manufacturing of the train sets can be accelerated.</p> <p>Accordingly, the Bidder requests the Employer to modify the second paragraph of this clause as follows:  <i>"The Engineer's response to the submission shall be made within twenty-one (21) days of receipt of the submission; however, the Engineer shall endeavor to respond in a shorter period <del>within 30 days</del>, provided that the submission is made no later than the date shown on the design submissions program. The Engineer may extend the review period depending on the amount of documentation accompanying the submission, however will endeavor to maintain the review cycle of twenty-one (21) days."</i></p>	<p>The Bidder's proposal is not accepted.</p> <p>The Engineer will endeavor to respond to the Submission as soon as possible, however "... within 45 days of receipt of the submission" shall remain in the 2<sup>nd</sup> paragraph of TS Sub-Clause 22.3.</p>
6	Section VIII, Page PC-9, CP03 Key Date Schedule	<p><b>Volume III, Part 3 – Conditions of Contracts and Contract Forms</b></p> <p>The Bidder understands that if any delay in achieving Key Dates occurs as a result of interfacing contractors' performance, the CP-03 Contractor will not incur any Delay Damage for such delay. Please confirm the foregoing understanding is correct.</p>	<p>No, the Bidder's understanding is not correct. The Bidder is referred to GS Clause 20, Interface Management.</p>

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