

North – South Commuter Railway (NSCR) Project (Malolos – Tutuban) Package CP03: Rolling Stock			
ITEM NO.	REFERENCE CLAUSE/ SECTION	CLARIFICATION REQUEST	RESPONSE
<i>Volume I, Part I – Bidding Procedures</i>			
1	Section IV, Page BF-15, Clause 2.1 Provision of the following data and/or documents for design manufacture, assembling and test and General Bid Bulletin No. 5, Page 1 of 14, Annex "A", Item No. 2	We received the Route Profile Information under Item 2 of General Bid Bulletin No. 5. Based upon our initial review, but it has become obvious that the Route Profile does not include several key information and we are not able to determine the key equipment size, weight and the performance capacity; Therefore, we would like to request the Employer to provide the following information; Speed limit <ul style="list-style-type: none"> • Time schedule between each station • Dwell time at each station • Dwell time at end stations 	<ul style="list-style-type: none"> • The maximum speed limit in the main line is 120 km/h. • The time schedule between each station is based on an operational headway of 6-minutes. • The dwell time at each station is 30 seconds. • The dwell time at end stations is 120 seconds, to get all the passengers to leave the platform prior to turn around. <p>Please note that the indicative journey time for simulation, including 10 station dwells, and dwells at end stations is 35 minutes, 35 seconds, with a commercial average speed of 62.2 km/h.</p>
2	Section IV, Page BF-21, Appendix 6.7 Schedule of Guarantee and	The Bidder requests the Employer to elaborate on the contents that should be described in the table of Form SOG, especially code number 27 to 47.	The Bidder shall describe the essential Performance/Specific Guarantees required in the Technical Specifications of Volume II, Part 2 – Employer's Requirements for each of the referenced items.

	Section IV, Page BF-60, Form SOG: Schedule of Guarantee		
3	Section IV, Page BF-84, Form of Bid Security (Bank Guarantee)	<p>The designated Form of Bid Security (Bank Guarantee) does not indicate the expressed expiry date of Bid Security. Since our bank advises us that the banks in the Philippines are obliged to have the expressed expiry date in accordance with the Regulations of Bangko Sentral ng Pilipinas, the Bidder requests the Employer to amend the 4th paragraph as follows;</p> <p>This guarantee will expire and shall be returned to the Applicant <u>on [the specific date after twenty-eight (28) days beyond the original bid validity period from the Bid submission deadline] or, in any of the case in (a) or (b) below, whichever comes earlier:</u> (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight (28) days after the end of the Bid Validity Period.</p>	<p>The Bidder's request is accepted. Pursuant to BDS ITB 20.1 and ITB 20.2, the date shall be 210 days + 28 days following the Bid Submission date of 03 January 2019, i.e. 29 August 2019.</p>
Volume II, Part 2 – Employer's Requirement			
General Specifications			
4	Section VI, Page GS-42, Clause 7.10.6 Availability of Source Code and Development	<p>The Bidder notes that software source code used on safety critical system and/or equipment cannot be provided to the Employer due to concern that if any modification to the software is done by anyone other than the original equipment manufacturer, it may compromise the safety of that particular equipment. Accordingly, the Bidder requests the Employer to remove the requirements of this clause in</p>	<p>GS Clause 7.10.6 is amended as follows:</p> <p>"7.10.6 Availability of <u>Application Software Source Code</u> and <u>Development Tools</u></p> <p>1) With the exception of commercial, off-the-shelf software, the Engineer shall be provided with access to full software documentation including source code listings and development tool details for the application and</p>

	Tools	its entirety.	maintenance of that software. For such commercial software, the Contractor shall provide all available documentation for the application and maintenance of that software;"
5	Section VI, Page GS-43, Clause 7.10.11 Security Obligations	The Bidder notes that source code used on safety critical software cannot be provided to the Employer due to concern that if any modification to the software is done by anyone other than the original equipment manufacturer, it may compromise the safety of the equipment where such software is used. Accordingly, the Bidder requests the Employer to remove the requirements of this clause in its entirety.	The Bidder's request is not accepted because the source code is not requested.
6	Section VI, Page GS-46, Clause 8.5.1 Safety and General Bid Bulletin No. 3, Annex "A", Page 3 of 14, Item No. 7	<p>According to Item No. 7 of the Employer's response to queries from prospective bidders provided in General Bid Bulletin No. 3, the Bidder understands that no SIL assessment is required, however, safety analysis such as hazard analysis have to be performed to reduce risk level to a tolerable level against catastrophic and critical risk as defined in GS Clause 8.5.1 for the safety design. Please confirm that the foregoing understanding is correct.</p> <p>If otherwise, the Bidder notes that necessary parameters/criteria for performing SIL assessment will need to be provided by the Employer. Please also confirm that above is available with the Employer.</p> <p>Furthermore, in reference to GS Clause 8.5.1, in our experience, usually the specific safety requirements are provided in the Employer's Requirement in a quantitative manner. To perform safety assurance activities efficiently, the Bidder requests the Employer to provide the criteria for safety/risk assessment and/or specific clause references in GS and TS.</p>	<p>Yes, the Bidder's understanding is correct.</p> <p>The Bidder's request is not accepted. Please refer to General Bid Bulletin (GBB) No. 3 Annex "A", Item No. 7, GS Clause 8 and TS Clause 1.14.</p> <p>For the purpose of the Bid Submission, the Bidder shall provide an outline for this requirement based on the Bidder's experience as a Rolling Stock supplier. However, the details of this item shall be developed by the Contractor during the Design Stage after contract award.</p>
7	Section VI, Page GS-47,	With regards to Item No. 6, a) of the Employer's response to queries from prospective bidders provided in General	For the purpose of the Bid Submission, the Bidder shall provide an outline for this requirement based on the Bidder's experience as a Rolling Stock

General Bid Bulletin No. 8
Annex "A"

	<p>Clause 8.5.3 Safety Report</p> <p>And</p> <p>General Bid Bulletin No. 5, Annex "A", Page 3 of 14, Item No. 6. a)</p>	<p>Bid Bulletin No. 5, the Bidder requests the Employer to provide the criteria or materials to conduct the risk assessments, which is needed at the bidding stage so as to understand the magnitude of the work to be done for the Contract. Usually, such information is included and defined in the Employer's Requirement in a form such as risk matrix tables.</p> <p>In addition, please also provide specific clause references for the safety target defined in the Employer's Requirements.</p>	<p>supplier. However, the details of this item shall be developed by the Contractor during the Design Stage after contract award.</p>
8	<p>Section VI, Page GS-47, Clause 8.5.3 Safety Report</p> <p>General Bid Bulletin No. 5, Annex "A" Page 4 of 14, Item No. 6.b)</p>	<p>With regards to Item No. 6, b) of the Employer's response to queries from prospective bidders provided in General Bid Bulletin No. 5, the Bidder requests the Employer to elaborate on the contents of the Operation Readiness Safety Report, preferably in a way similar to the Employer's response on the Rolling Stock Design Safety report. Is the intent of the report to require development of list for validation evidence related to the safety requirements identified by hazard analysis?</p>	<p>For the purpose of the Bid Submission, the Bidder shall provide an outline for this requirement based on the Bidder's experience as a Rolling Stock supplier. However, the details of this item shall be developed by the Contractor during the Design Stage after contract award.</p>
9	<p>Section VI, Page GS-47, Clause 8.5.3 Safety Report</p> <p>and</p> <p>General Bid Bulletin No. 5, Annex "A", Page 4 of 14, Item No. 6.c)</p>	<p>In reference to the Employer's response in Item No. 6, c) of General Bid Bulletin No. 5, the Bidder requests the Employer to elaborate on the contents of the In-service Final Operation Safety report, preferably in a way similar to the Employer's response on the Rolling Stock Design Safety report.</p>	<p>For the purpose of the Bid Submission, the Bidder shall provide an outline for this requirement based on the Bidder's experience as a Rolling Stock supplier. However, the details of this item shall be developed by the Contractor during the Design Stage after contract award.</p>
10	<p>Section VI, Page GS-48,</p>	<p>Considering the challenging Key Dates as defined in the "Attachment to Particular Conditions – Part A Contract</p>	

	Clause 9.4 Submission of Information – General	Data, Summary of Key Dates”, the Bidder opines that it would be advantageous for both the Employer and the Contractor if the design review process can be curtailed so that the project can proceed to the manufacturing phase at the earliest. Hence, the Bidder requests the Employer to consider concentrating the design review process from three phases as stipulated in this clause to two phases by integrating the conceptual and preliminary reviews to one phase.	The Bidder’s request is not accepted. The requirements stipulated in the TS Sub-Clause 22.2 shall remain. However, the Engineer will make every endeavour to review the submitted designs as expeditiously as possible.
11	Section VI, Page GS-64, Clause 12.1 Inspection, Testing and Commissioning – General General Bid Bulletin No. 2 Annex “A”, Item 8 and General Bid Bulletin No. 3 Annex “A”, Item 11	The Bidder opines that, in view of the industry practice widely adopted around the world for similar mass transit projects, it should be the responsibility of the Employer, particularly for the Integrated Testing and Commissioning (ITC) and Trial Operations, to provide the power, water or other services including train operators and operation control personnel to all contractors free of charge. Further, it is noted that TS clause 20.7 states that “the E&M is the lead Contractor responsible for the tests plans, monitoring and test reports” and TS clause 20.8 states that “the Contractor shall support the Employer during the Trial Operations which shall take place at the completion of the Testing and Commissioning”, therefore, it is not reasonable for the CP-03 Contractor to bear the costs for power, water or other services required for ITC and Trial Operations, which is beyond its reasonable control.	Please refer to the last paragraph of GS Sub-Clause 12.1 which states: “The Cost of permanent power which is consumed in testing and commissioning by the Contractor as part of the Works shall not be the responsibility of the Contractor”. However, the cost to provide water and other services including train operations and operation control personnel to all contractors shall be borne by the Contractor.
12	Section VI, Page GS-97, Appendix B Table 5.2, Hydraulic press set and all	Hydraulic wheel press equipment is a specialized equipment for wheel and axle assembly work, and requires special knowledge and design for installation within the maintenance facility, which is not a part of the CP03 Contractor’s scope. We trust the supply of this equipment by the CP04 Contractor is the best arrangement from	The referenced item 5.2 under Table B.2 has been deleted. Please refer to GBB No. 7, Annex “A”, Item 1.

	necessary jigs and accessories for wheel dismount/mount, including high pressure oil injection to assist for the dismounting/mounting of wheels from/to the axles	overall project stand point; therefore, we request that the Employer changes the supply of the wheel press equipment to the CP04 contract. To assure the wheel press fitting work as well as the subsequent wheel balance measurement, we will design the axle end lathe mounting point according to their requirement. In addition, we would like to remind the Employer that all spare wheels will delivered with rough bore; therefore, NSCR will also require a lathe to finish the wheel bore for press fitting the wheel on the axle. Needless to say, this is not within the CP03 Contractor's responsibility.	
13	Section VI, Page GS-97, Appendix B 7.6, Coupler Head Wear Gauge	The proposed coupler at the front end of leading rolling stock of the train is a standard tightlock coupler widely used in railways in Japan; and since this coupler on front end of the leading rolling stock will be only used when an active trainset rescues a dead train; therefore, it will not be used at a regular basis. We do not consider this wear gauge for the front end coupler is necessary. Please confirm.	No, the Bidder's consideration is not correct. The provisions in the Employer's Requirements shall remain.
Technical Specifications			
14	Section VI, Page TS-8, Clause 1.8.3 Performance Characteristics	The Bidder understands that JIS E6102 (standard for AC traction motors) should be considered instead of JIS E6101 (standard for DC traction motors) since "AC squirrel cage induction machine" is required in TS Clause 11.4.1. Please confirm the foregoing understanding is correct.	Yes, the Bidder's understanding is correct.
15	Section VI, Page TS-40, Clause 5.15 Driver's Cab	We note the Employer's response to the TS Clause 24.5 pertaining to PID monitors and Station CCTV cameras under Item #20 of General Bid Bulletin No. 6. Please confirm that the PID monitors and station CCTV camera will be positioned on the platform easily visible to Driver; which will allow the driver confirm that the doorways are clear for the door operation from the normal driver's operation. Please confirm.	The Bidder's referenced Clause numbers are incorrect. The Bidder's concern with regard to PID monitors and station CCTV camera is irrelevant to the referenced TS Sub-Clauses 5.15 (Driver's Cab) and 24.5 (Main Special Tools and Diagnostic Test Equipment). Regarding the Bidder's concern on CCTV, the CCTV cameras are distributed appropriately along the whole of the platform to monitor passengers and the train doorways. The train driver can monitor all these views on a monitor located at the end of the platform.

			However, the details of the Station PID and CCTV cameras location shall be finalized during the design and interface stages between the CP03 and CP04 Contractors.
16	Section VI, Page TS-43, Clause 5.16.4 ATP Mode	<p>The Bidder understands that mode selection switch and master controller (especially Driver's key) or ATP cut-out switch can be operated independently.</p> <p>Also, the Bidder understands that operation mode will be decided by the signalling system in accordance with the status of mode selection switch, Driver's key, ATO button, ROS button or ATP cut-out switch, which will be the inputs to the signalling system made independently of each other by the train operator.</p> <p>Please confirm the foregoing understandings are correct.</p>	Yes, the Bidder's understandings are correct. However, all interfaces between the master controller, mode selector, driver's key and cut-out switch shall be finalized during the design and interface stages, between the CP03 and CP04 Contractors.
17	Section VII, Page TS-74, Clause 15.1 General	<p>The Bidder understands that the function of the driver's intercom system is to connect Train Operator Control Panels (TOCP) to allow communication between the leading and trailing cabs in an 8-car train set.</p> <p>To simplify the system configuration and interface between CP03 and CP04 contractors, the Bidder recommend to change the SOW of the driver's intercom system from CP03 contractor to CP04 contractor.</p> <p>Accordingly, the Bidder requests the Employer to amend SOW 4 contained in Table 15.1 of Clause 15.1 as follows: "SOW 4; Item Description: Driver's intercom system to allow full-duplex audio communication between driver's cabs.; By Contractor: CP03CP04"</p>	<p>The Bidder's understanding regarding the function of the Train Operator Control Panel (TOCP) is correct.</p> <p>The Bidder's recommendation to change the Scope of Work (SOW) of the driver's intercom system from CP03 contractor to CP04 contractor is not accepted.</p> <p>SOW 4 indicated in Table 15.1 shall remain.</p>
18	Section VI, Page TS-81, Clause 16.2 Interface	The Bidder understands that the train set for this project consists of 8 cars, not married pairs, and also there is no coupled operation of two (2) 8-car train sets in the revenue service. Accordingly, the Bidder requests the Employer to	The Bidder's understanding is partially correct. The interface plan shall address the procedures to be adopted for rescuing an immobile train on the line by coupling with an operational train and subsequently removing the immobile train from service.

	Requirements	<p>amend the first sentence of the 9th paragraph as follows:</p> <p><i>"The CP04 Contractor shall provide the CP03 Contractor with the number of wires/Ethernet connections required between cars of <u>an 8-car train</u> a married pair and between married pairs to transmit signals from one end of the rake to the other end."</i></p>	<p>TS Clause 16.2 Interface Requirements is amended as follows: "The CP04 Contractor shall provide the CP03 Contractor with the number of wires/Ethernet connections required between cars of a married pair and between married pairs to transmit signals from one end of the rake to the other end <u>of the train</u>. Provision of redundancy and spares shall be catered for by the CP03 Contractor for train <u>lines</u> wires/Ethernet connections <u>as deemed necessary by the CP04 Contractor.</u>"</p>
19	<p>Section VI, Page TS-97, Clause 20.3 Design Qualification Testing, Item 8)</p> <p>and</p> <p>General Bid Bulletin No. 5, Page 1 of 14, Annex "A", Item No. 2</p>	<p>We acknowledge the Employer's response to the parking brake testing requirement under Item #13 of General Bid Bulletin No. 6. However, we are concerned that the aforementioned test may cause wheel flat when the pulling/pushing force is applied on the train set until such force exceeds the parking brake force. In that case, it is our understanding that Contractor has no responsibility to that wheel flat. Please confirm if our understanding is correct.</p>	<p>In the event that such case would arise, the issue will be dealt with in accordance with the relevant provisions of the Contract.</p>
20	<p>Section VI, Page TS-109, Clause 22.7 Defects Notification Period</p>	<p>We acknowledge receipt of the Employer's response to the request for clarification regarding warranties/guarantees within Appendix A of General Bid Bulletin No. 3; however, we believe the response is still confusing and make the warranties/guaranties requirement in TS 22.7 inconsistent with that defined in the Conditions of Contract and Contract Forms, Particular Conditions (PC) Part A Contract Data,</p>	<p>The Bidder's request to delete TS Sub-Clause 22.7 is not accepted.</p> <p>For the sake of clarity, GBB No. 3, Annex "A", Item No. 34, renamed TS Sub-Clause 22.7 as "Warranties/Guarantees", with the intention that same Sub-Clause would not refer to the Defects Notification Period (DNP). However, to avoid any further confusion, TS Sub-Clause 22.7.1 (Responsibility of the Contractor), 1st paragraph, is amended as follows:</p>

		<p>which states 2 years. GS Clause 1.6 clearly defines "Warranty will be provided for the full Defects Notification Period from the date of issue of the Taking Over Certificate... We request the Employer delete TS 22.7 in its entirety and have the warranty requirement per the GS 1.6 only.</p>	<p>"Under the <u>Warranties/Guarantees DNP</u>, the Contractor shall be responsible, at their own cost and expense (including cost of removal and installation), for the repair and/or replacement of each component or apparatus which, under normal use and maintenance becomes defective or inadequate in the performance of its function during the <u>warranty/guarantee period DNP</u>, or during such period fails to comply with the TS."</p> <p>The Conditions of Contract and Contract Forms, Particular Conditions (PC) Part A: Contract Data does not state a two (2) years period for warranties/guarantees. The said two (2) years period is for GC Sub-Clause 1.1.3.7 Defects Notification Period.</p> <p>The GS Sub-Clause 1.6, 5th paragraph, describes the procedure for warranties/guarantees continuing beyond the Defects Notification Period, hence there is no inconsistency with TS Sub-Clause 22.7.</p>
<p>Volume III, Part 3 – Conditions of Contracts and Contract Forms</p>			
<p>21</p>	<p>Section VIII, Particular Conditions, Page PC-9, CP03 Key Date Schedule</p>	<p>The Bidder notes that TS clause 20.7 states that "the E&M is the lead Contractor responsible for the tests plans, monitoring and test reports" and TS clause 20.8 states that "the Contractor shall support the Employer during the Trial Operations which shall take place at the completion of the Testing and Commissioning". As such, the Bidder is of the opinion that it is not reasonable to relate the completion of Integrated Testing and Commissioning (ITC) and Trial Operations to CP-03 Contractor's Key Dates that are subject to Delay Damages, since completions of ITC and Trial Operations are beyond the control of the CP03 Contractor.</p> <p>Accordingly, the Bidder requests the Employer to amend the description of Key Dates KD3 as follows: "<u>Assembly and testing & commissioning of train car sets 4 3 to 6 completed and ready for CP03 & CP04 to commence Integrated Testing and Commissioning works</u> Integrated Testing and Commissioning works completed and ready to commence Trial Run."</p>	<p>The Key Dates for Integration, testing, and trial operations are the responsibility of all parties. Thus, the Bidder's understanding is not necessarily correct. The CP03 Contractor shall follow the requirements and procedures as stipulated in GS Clause 20, Interface Management, in the first instance, the results of which would be considered by the Engineer when determining any culpability for such delay.</p>

	<p>Similarly, the Bidder requests the Employer to amend the description of Key Dates KD4 as follows: "<u>Assembly and testing & commissioning of train car sets 7 to 13 completed and ready for CP03 & CP04 to commence Integrated Testing and Commissioning works</u> Completion of the whole of the Works."</p>	
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