

North – South Commuter Railway (NSCR) Project (Malolos – Tutuban) Package CP03: Rolling Stock			
ITEM NO.	REFERENCE CLAUSE/ SECTION	CLARIFICATION REQUEST	RESPONSE
<i>Volume I, Part 1 – Bidding Procedures</i>			
1	Section III, Page EQC-9 Clause 2.5.4.2(b) Specific Experience Key Activity (iii)	Since this requirement stands for the purpose of assuring sufficient supply capacity of the Bidder and/or the specialist subcontractor, we understand that such requirement can be satisfied by the relevant supply record of; (1) a Bidder or a specialist subcontractor having delivered average one hundred (100) new passenger cars per one year over the previous ten years; or (2) members of the Bidder and/or specialist subcontractors having delivered one hundred (100) new passenger cars in aggregate per one year over the previous ten years. Please confirm that our understanding is correct.	The Bidder's understanding is correct, provided that all other Experience Requirements are also complied with.
2	Section III, Page EQC-14, Clause 4 Major Plant and Equipment	The Bidder notes that "Car Construction Surface Plate" is not a terminology commonly used in the industry and requests the Employer to clarify and/or elaborate on the term as used in this clause.	Car Construction surface plate is a jig, basically a steel bed, shaped to carry the section to be welded, or a series of specially formed steel frames, upon which parts will be fixed while they are welded. The car body parts will have to be assembled in jigs to ensure that they are held rigidly and in the correct position during welding.
<i>Volume II, Part 2 – Employer's Requirements</i>			
<i>General Specifications</i>			
3	Section VI, Page GS-9, GS 3.2.2 Temperature Section VI, Page TS-5, TS 1.6 Environmental Conditions	TS Section 1.6 specifies the ambient temperature range shall be between 15 and 40 degrees C. In TS Section 8.4.1 requires the air conditioning capacity setting to have 15 degrees C temperature difference between ambient and passenger room. We believe it is not the industry standard to set the air conditioning capacity based upon the maximum specified ambient temperature. The railway vehicles in Japan and other countries such as the United States are designed to set the air conditioning rating at the average temperature in the hottest season of the area and require its capability of continuing running at its maximum capacity beyond the pre-set	The Bidder's request is not accepted. The requirements of TS Clause 8.4.1 shall remain.

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	and Section VI, Page TS-51, TS 8.4.1 Operation	<p>maximum average temperature.</p> <p>GS 3.2.2 states that the average temperature in the hottest season in Manila is 28 – 30 degrees C. We recommend that the highest temperature for the air conditioning capacity calculation should be at 30 degrees C.</p> <p>In addition, the temperature difference between ambient and passenger room, currently 15 degrees over and above 40 degrees C ambient temperature should be revised to 10 degrees to avoid potential thermal shock when passengers enter the rolling stock from the specified hottest environment.</p> <p>Based upon the above, we request the Employer to revise the TS Section 8.4.1 to read;</p> <p>The VAC system shall automatically maintain the interior temperature of the vehicle(including the driver's cab) at the setting temperature to the controller with any exterior ambient temperature ranging from 20 °C to 40 °C. If the exterior ambient temperature is above 30 40 °C, the interior temperature shall be maintained at 10 15 °C below the exterior ambient.</p>	
4	Section VI, Page GS-81, GS 20.7 Liability for Failed Interfaces and	GS Article 20.4 states that the Contractor shall advise the Engineer in writing of any problems encountered in obtaining necessary information and/or lack of cooperation from any interface contractor/external interfacing parties., and in the event that the Engineer considers that the resolution of an interface is not proceeding satisfactorily, the Engineer shall review the matter and establish a coordinated plan directing	<p>The Bidder's request to modify GS Clause 20.7 is not accepted.</p> <p>Although there is no direct contract between CP03 and CP04, both parties are bound, within their respective Contracts, to follow the Employer's Requirements, GS Clause 20 [<i>Interface Management</i>], which forms part of the Contract as defined in General Conditions (GC)</p>

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	Section VIII, Page PC-6, Key Date Schedule	<p>the Contractor and the interface contractors as to the required action.</p> <p>In the next paragraph of the same Article, it states “the Contractor is responsible for detailed coordination of their design and manufacturing activities with those of the interface contractors and consultants whether or not specifically mentioned in the Contract, who may be working for the purpose of the Project”. We would like to remind the Employer that there is no contractual relationship between CP03 and CP04 Contractors; therefore, it is not practically feasible if either side of the Contractor enforces the others to satisfy the originally agreed upon contractual responsibilities including design parameters, weight, power consumption and the delivery schedule.</p> <p>GS Article 20.7 also states “any claim of additional costs by the interface contractors or external interface parties resulting directly from the Contractor’s failure to keep the specified dates or due to incorrect or delayed information provided by the Contractor, shall be borne by the Contractor.</p> <p>The only and the best way to manage such interface is that each contractor adheres to its original commitment to the Employer and in the event that either side is not able to maintain such commitment, the Employer assumes its responsibility for proper transaction, including liquidated damage assessment to the delayed contractor.</p> <p>We presume it is also true that the same applies to the reverse</p>	<p>Clause 1.1.1.1 Contract.</p> <p>GC Clause 5.3 stipulates the following: “The Contractor undertakes that the design, the Contractor’s Documents, the execution and the completed Works will be in accordance with: (a) the Laws in the Country, and (b) the documents forming the Contract, as altered or modified by Variations.”</p> <p>Thus, GC Sub-Clause 5.3 (b) provides a clear statement that the Contractor must meet his obligations. In this respect, the Employer’s Requirements, forming part of the Contract, must be followed.</p> <p>With respect to assessment of delay damages, both CP03 and CP04 Contractors shall follow the requirements and procedures 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 delay (refer to General Bid Bulletin (GBB) No. 8, Annex “A” Item 21).</p> <p>Any such claims for delay or additional costs will be administered within each respective Contract by the Engineer/Employer.</p>

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		<p>case; i.e., the Contractor experiences delays due to the interface contractors or parties delay; nonetheless, we do not see any feasible way to directly charge any costs due to delays by the interface Contractors or parties since the Contractor and the interface Contractors or parties do not have any contractual relationship; and no legal way to charge such extra costs incurred as a result of delays by the interface Contractors or parties. We believe the only practical way to assess delay damage would be between two parties who have a contractual relationship; the Employer and the Contractor. Please revise the current requirement accordingly.</p>	
<i>Technical Specifications</i>			
5	<p>Section VI, Page TS-43, Clause 6.1 Lighting</p>	<p>We acknowledge receipt of the reply from the Employer on this subject under General Bid Bulletin No. 3, Item 26. We re-evaluated the response; and, we still believe the updated IP ratings on both exterior and interior lightings are too restrictive for the lighting equipment on rolling stock with the following reasons:</p> <p>1.. All of the commuter rail rolling stocks in Japan nowadays employ the interior ceiling lights without cover or diffusers. This is to utilize the brightness of the LED lights in full without reduction by the cover, and help make inspection and maintenance of the ceiling lights easier. Total number of such base line rolling stocks far exceeds 8,000 cars.</p> <p>2. We understand the Employer’s concern about potential dirt/dust collection and moisture accumulation at the socket. All of those LED ceiling lights are protected by a cover at the socket which has proven its adequacy for this purpose.</p>	<p>The Bidder’s request is not accepted. The requirements under TS Clause 6.1 and GBB No. 3, Annex “A”, Item 26 shall remain.</p>

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		<p>Based upon the above, we request the Employer to amend the current requirement to read:</p> <p>All interior lights shall have adequate service proven history for the last 5 years not less than 1,000 rolling stock application, and have adequate protection against dirt/dust as well as moisture accumulation, subject to the Engineer's review and approval level of protection of at least IP54.</p>	
6	<p>Section VI, Page TS-45, Clause 6.5 Exterior Lights</p> <p>and</p> <p>Section VI, Page TS-50, Clause 7.3 Passenger Door, Operators and Controls</p>	<p>TS Section 6.5 states "The Contractor shall ensure that two indicating lights are installed above each door, one inside and one outside". We request that the exterior door indicator light to be reduced to one per each car side instead of each door. We understand the intent of this lights include two folds:</p> <p>a) to give warning to hearing impaired patrons that the doors are closing,</p> <p>b) to help the driver find location of failed door despite the door closing command in place.</p> <p>To address Item a) above for the door closing warning, the warning light is located at the center of bottom surface of door ceiling panel; so that the light is visible from both outside and inside the car. For Item b) above, the driver has the initial failure indication at TCMS screen where car number and the location of the failed door are reported, and based upon this initial failure indication, the driver is required to physically verify the failures on the spot, and take necessary disposition such as manually cut-out the failed door. For thesetroubleshooting steps, it is considered adequate to have one door indicator light on each side of the</p>	<p>The Bidder's request is not accepted. The Bidder shall follow all Specifications under the Employer's Requirements as referred to in GBB No. 5, Annex "A", Item 15.</p>

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		<p>car instead of every door. Please revise the TS Section 6.5 to read:</p> <p>The Contractor shall ensure that one indicating light is installed above each door way, and one exterior door open light per each side of each car.</p> <p>Please note that this is a standard practice in many railway systems in Japan.</p>	
7	<p>Section VI, Page TS-61 Clause 11.1 Propulsion System – General, 4th paragraph, Item 4)</p>	<p>The Bidder requests the Employer to clarify the reason why the “Max. acceleration current: 3,050A” is specifically required. The Bidder is of the opinion that, with this acceleration current limitation, it is not practical to achieve the acceleration rate of 3.3km/h/s up to 30km/h.</p> <p>Further, the Bidder understands that the current of the auxiliary equipment is not included in the “3,050A” value and that there is no current limit for the regenerative braking. Please confirm the foregoing understanding is correct.</p>	<p>The Bidder’s opinion of train maximum acceleration current required is correct. The Bidder may ignore the maximum acceleration current requirement. The maximum current required to achieve the train acceleration and supply the auxiliary equipment shall be calculated by the Bidder.</p> <p>The Bidder’s understanding that there is no current limit specified for the regenerative braking is correct. The maximum regenerative braking current return to OCS produced by the train propulsion system shall be calculated by the Bidder.</p> <p>In addition to these contract requirements, as the NSCR rolling stock that is being procured in this Contract package will also run in the North and South Line extensions of NSCR, the Bidder shall provide another simulation with this Bid submission for the entire alignment of NSCR line including the proposed North and South extensions of NSCR, to demonstrate the train’s capabilities to meet the required train performance as specified in this contract Technical Specification Clause 1.8.</p> <p>The network alignment and route data is available in the link below:</p>

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<i>Volume III, Part 3 – Conditions of Contracts and Contract Forms</i>			
8	<p>Section VIII, Page GC-29, Clause 5.2. Contractor's Documents and</p> <p>Section VI, Page TS-106, Clause 22.3 Design Approval Process</p>	<p>We acknowledge receipt of the Employer's reply to this Article under General Bid Bulletin #7, Item #5. We further note that GS Clause 5.2 states the Engineer's review will be within 21 days. This difference of the review period will make the maximum 72 day difference between the two, just looking at the specified 3 major design review cycles ((45-21)x3 = 72 days).</p> <p>To properly manage the project schedule, we consider desirable that the Engineer's review period will be within 21 days; and in the event that we have not received the response within the above dead line, our submitted documents and drawings are considered automatically approved by default. GS Clause 5.2 states it.</p> <p>Please confirm the Employer's concurrence to the above.</p>	<p>The Bidder's request for confirmation is not concurred.</p> <p>Although GC Clause 5.2 Contractor's Documents, fourth paragraph, states that the Engineer's review period will be within 21 days, the said paragraph commences "Unless otherwise stated in the Employer's requirements...", which statement relates to TS Clause 22.3, second paragraph "The Engineer's response to the submission shall be made within 45 days of receipt of the submission...".</p> <p>Under FIDIC Contracts, particular requirements in a high-priority document (GC Clause 5.2) may be overruled by a lower priority document (TS Clause 22.3) when the changed priority is stated in the higher priority document i.e. "Unless otherwise stated in the Employer's requirements..."</p> <p>Notwithstanding the above, and as stated in GBB No. 7, Annex "A" Item No. 5, the Engineer will endeavor to respond to submissions as expeditiously as possible.</p> <p>The Bidder's understanding for the calculation is not correct. Please refer to GS Sub-Clause 9.6.</p>