



Republic of the Philippines
 Department of Budget and Management
PROCUREMENT SERVICE
BIDS AND AWARDS COMMITTEE



GENERAL BID BULLETIN NO. 1

March 21, 2019

**GENERAL CONSULTANT FOR THE WORKS UNDER THE NORTH-SOUTH COMMUTER RAILWAY
 EXTENSION PROJECT (NSCR-EX) for the DEPARTMENT OF TRANSPORTATION (DOTr)**

LOAN NO. PH-P270

Issued to clarify and/or amend certain provisions in the Bidding Documents issued for this project, considering the issues raised and clarifications made by prospective bidders during the **Pre-Proposal Conference** held on **18 March 2019**, likewise, respond to bidders' written queries received within the prescriptive period for filing.

A. AMENDMENTS

| REFERENCE | BASES FOR AMENDMENT |
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| <p>Section 5 - Terms of Reference Chapter 3. Scope of Consulting Services (13) Coordination and Support, a) Coordination and Support, Page 76 xxx</p> <p>AS AMENDED:</p> <p>Coordination must be done on the design, schedule and other aspects which may affect the Project. The Consultant shall also assist the Employer during this stage.</p> <p>Xxx</p> | <p><i>As clarified with the End-User.</i></p> <p><i>For the corrected document, refer to attached ANNEX "A".</i></p> |
| <p>Section 5 - Terms of Reference Chapter 3. Scope of Consulting Services (13) Coordination and Support, c) Support on the Planning and Implementation of Transit Oriented Developments (TOD), Page 76 xxx</p> <p>AS AMENDED:</p> <p><i>Numbering order corrected.</i></p> <p>Xxx</p> | <p><i>Typographical Error.</i></p> <p><i>For the corrected document, refer to attached ANNEX "A".</i></p> |



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| <p>Section 5 – Terms of Reference Chapter 3. Scope of Consulting Services (13) Coordination and Support, d)Support in Carrying Out CPN-07 and CP S-08 ,Page 77 xxx</p> <p>AS AMENDED:</p> <p>d) Support in Carrying Out CPN-07 and CP S-08</p> <p>The Consultant shall support in carrying out the works by the Employer, including, but not limited to, the casting yards. The Consultant shall assist the Employer in the process of acquiring lands for casting yards. In addition, the Consultant shall ensure that the Contractor’s design and construction of the casting yards are compliant with the specifications indicated in the detailed design.</p> <p>Xxx</p> | <p><i>As clarified with the End-User.</i></p> <p><i>For the corrected document, refer to attached ANNEX “A”.</i></p> |
| <p>Section 5 – Terms of Reference Chapter 3. Scope of Consulting Services (14) Building Information Modeling (BIM) for Construction Management, Review and Consolidation, Page 78 xxx</p> <p>AS AMENDED:</p> <p><i>Numbering order corrected.</i></p> <p>xxx</p> <p>iii. c. Consolidate all models submitted by the Contractor into a single harmonized model and printed outputs, such as stations, bridges, viaduct, embankment, railtrack and depot, to assist in the Building Management System of the O&M Provider</p> <p>iv. Provide each station, bridge, viaduct, embankment, railtrack and depot, to assist in the Building Management System of the Concessionaire of the Operations and Maintenance;</p> <p>xxx</p> | <p><i>As clarified with the End-User.</i></p> <p><i>For the corrected document, refer to attached ANNEX “A”.</i></p> |
| <p>Section 5 – Terms of Reference Chapter 4. Expected Time Schedule</p> | <p><i>Typographical error.</i></p> |

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| <p>Table 4.1: Implemented Schedule Expected, Page 80-81 xxx</p> <p>AS AMENDED:</p> <p><i>Contents adjusted.</i></p> <p>Xxx</p> | <p><i>For the corrected document, refer to attached ANNEX "B".</i></p> |
| <p>Section 5 - Terms of Reference Chapter 8. Special Provisions, Page 105-107 xxx</p> <p>AS AMENDED:</p> <p>1. Employer's Concurrence 2. Project Information Management System 3.2. Video Conference System 4.3. Biometrics-Based Attendance Record Keeping 5.4. Use of Unmanned Aerial Vehicles</p> <p>xxx</p> | <p><i>As clarified with the End-User.</i></p> <p><i>For the corrected document, refer to attached ANNEX "C".</i></p> |
| <p>Section 5 - Terms of Reference Chapter 9. Provisional Sum Item, Page 108 xxx</p> <p>AS AMENDED:</p> <p><u>2) Project Information Management System</u></p> <p><i>c. xxx The Consultant shall provide the EmployerCo-End-users with the Project Management Software.</i></p> <p>xxx</p> | <p><i>As clarified with the End-User.</i></p> <p><i>For the corrected document, refer to attached ANNEX "D".</i></p> |

B. CLARIFICATION

| No. | Reference | CLARIFICATION SOUGHT | RESPONSE |
|-----|---|--|--|
| 1 | <p>Section 2 - Selection Procedure</p> <p>QBS Data Sheet</p> <p>Page 10</p> | <p><i>(iii) Key Expert's Qualifications and Competence for the assignment</i></p> <p>This paragraph listed 19 Foreign Expert positions and the corresponding points for each position.</p> <p>May we clarify that the total number of CVs to be submitted is 19 CVs?</p> | <p>Please refer to Paragraph 3 of (1) Qualification of Key Experts, Chapter 5 Staffing of the TOR.</p> <p>Bidders must submit a total of 34 CVs.</p> |

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| 2 | Section 5- Terms of Reference (TOR) Page 50 | <p>Location of the Project:</p> <ol style="list-style-type: none"> 1. N2: Malolos, Bulacan to Clark, Pampanga 2. SC: Solis, Manila to Calamba, Laguna <p>The GC and the PMO for N2 and SC are expected to work closely for this project. May we know the office locations of PMO-N2 and PMO-SC? Does the Client have any preferred location/s for the GC office, N2 and SC in particular?</p> | <p>(1) The locations of PMO offices are not yet fixed.</p> <p>(2) No preferred location for the GC office.</p> |
| 3 | Section 5- Terms of Reference | <p>In order to prepare our overall work schedule, we need to be informed of the timing of ordering and delivery for the rolling stocks.</p> <p>Can you please provide the schedule for N2 Packages 6 and N2+SC Package 2?</p> | <p>End of procurement of N2+SC Package 2 (CPNS-02) and N2 Package 6 (CPN-06) is in January 2020 and Feb 2020, respectively. Delivery of CPNS-02 is in Nov. 2022, while tentative delivery of CPN-06 is Nov. 2022.</p> <p>Please see above amendment [See ANNEX "B"]</p> |
| 4 | Section 8, Special Provisions Page 106 | <p>2) <i>Project Information Management System</i></p> <p>Can we assume that all software-related costs shall be part of Provisional Sum?</p> | <p>No. Not all software-related costs shall be included in the Provisional Sum (PS).</p> <p>Only the Project Information Management System shall be part of PS. Other basic and necessary software, such as Microsoft Word, etc., shall not be included in the PS, subject to further validation during contract negotiation.</p> <p>Please see above amendment [See ANNEX "D"]</p> |
| 5 | Section 8, Special Provisions Page 105 | <p>5) <i>Used of Unmanned Aerial Vehicles</i></p> <p>Can we assume that all the costs related to this activity such as, but not limited to, purchase of unmanned aerial vehicles and manpower shall be part of the Provisional Sum?</p> | <p>Purchase of unmanned aerial vehicles shall be part of the Provisional Sum. The manpower shall be part of the remuneration.</p> |

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| 6 | <p>Annex I, Consultant's Services Time-Based Contract</p> <p>III. Special Condition of the Contract</p> <p>Page 129</p> | <p><i>3.5 (b) professional liability insurance, with a minimum coverage of JPY 2.08 Billion</i></p> <p>The minimum required coverage of JPY 2.08 billion is quite a huge amount that entails costly premium. May we request if you could please allow the JV to cover the amount by accumulating each JV member's blanket insurance amounting to JPY 20.1 billion?</p> | <p>Yes. In case of a JV, and each JV member is to be protected against its default by its own Professional Liability Insurance (PLI), then each JV member's PLI shall have a minimum coverage of JPY2.08 billion.</p> |
| 7 | <p>Section 5. Terms of Reference (TOR)</p> <p>Page 80</p> | <p><i>Table 4.1:</i></p> <p><i>Implementation Schedule Expected</i></p> <p><i>N2 and SC PO (CPS-01)</i></p> <p><i>E&M Works</i></p> <p>The E&M Work is schedule from February 2020 – October 2022, and the Defect Liability Notification Period (hereinafter referred to as "DNP") for E&M work is scheduled from September 2022 – August 2024.</p> <p>There is a period of overlap of two (2) months (September – October 2022) between the end of the E&M Works period and its DNP.</p> <p>In order to prepare the work plan and expert schedule, we need to be informed of the timing of the E&M Works period and its DNP. Can you please clarify the rationale behind the overlap, and/or corrections to the schedule, if any?</p> | <p><i>Please see above amendment from October 2022 to August 2022 [See ANNEX "B"]</i></p> <p>There's no overlap between the E&M Work Schedule and the Defect Notification Period. The E&M Work Period is thirty-one (31) months.</p> |

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| 8 | Section 5, Terms of Reference Page 80-81 | <p><i>Table 4.1: Implementation Schedule</i></p> <p><i>SC (CPS-02 to 07) E&M Works and Rolling Stocks</i></p> <p>The end of the Tender process for E&M and Rolling Stock is February 2020, and both Civil and E&M Works are scheduled to commence in April 2020.</p> <p>There is one (1) month gap (March 2020) between the end of the Tender process and commencement of Civil/E&M Works.</p> <p>In order to prepare work plan and expert schedule, we need to be informed of the timing of Civil/ E&M Work period. (i) Can you please clarify the rationale behind the gap, and/or corrections to the schedule, if any? (ii) Can we assume that the end of the Tender process for Civil Works is the same with that of the E&M and Rolling Stocks, i.e., February 2020?</p> | <p>(i) We confirm the two (2) month gap (February-March 2020) between the end of the Tender process and commencement of Civil/E&M Works. The E&M for N2 and SC (CPNS-01) will be in one (1) package only. Hence, the end of CPNS-01 tender process is correct to catch up with the N2 Civil Works.</p> <p>(ii) No, the end of the tender process for SC Civil Works is still March 2020.</p> <p><i>Please see above amendment [See ANNEX "B"]</i></p> |
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For the purpose of this Bulletin and for better understanding of its contents, the following rules shall apply: (a) ~~Double Strike-out~~ - denotes deletion; (b) Underline - denotes inclusion or new item/requirement; and "xxx" - denotes separation of phrase/s being amended from the rest of the main text.

All other related provisions in the Request for Proposal correspondingly affected by these clarifications/amendments/inclusions are likewise amended to conform to this General Bid Bulletin.

Clarifications/amendment/inclusions made herein shall be considered an integral part of the Request for Proposals.


TERESITA J. DELA CRUZ
 Chairperson, Bids and Awards Committee V

periodical report to the Employer in connection with Rolling Stock and Depot Maintenance.

f) Assistance and Advice on Signal, Telecommunications and Power Supply

The Consultant will assist and advise the Employer for the first year of commercial operation stage concerning training of the staff for Signal, Telecommunications and Power Supply.

The Consultant will assist the Employer in and the first year of maintenance works of the Signaling, Telecommunication and Railway Electrical Works as maintenance process prepared by the Consultant and approved by the Employer. He will prepare prevention measures against troubles of systems. The Consultant shall submit periodical report to the Employer in connection with Signal, Telecommunication & Power Supply.

g) Assistance and Advice on Civil and Track Works

The Consultant will advise the Employer for training of the staff for method of maintenance of Civil Structures and Track Works. The Consultant will conduct inspections of Underground, Elevated and Depot Civil Works during the warranty period and first two (2)-year maintenance stage and make necessary recommendation on structure inspection. They will also assist the Employer in supervising instrumentation measurement and first two (2) years of maintenance works of the Track Works as maintenance process method prepared by the Consultant and approved by the Employer. The Consultant shall prepare first two (2)-year maintenance planning, and preparation and implementation of prevention measures against troubles.

The Consultant shall submit periodical report to the Employer in connection with Civil Structures and Track Works and will advise based on preventative philosophy.

(12) Technology Transfer

The Consultant shall carry out the technology transfer as an important aspect in design and supervision works. The Consultant shall provide the opportunity to the Employer's officers and staff to be involved in the working team of the Consultant during the design, contract administration and supervision works to increase the knowledge and expertise of the Employer's staff involved with railway projects. The Consultant shall brief and demonstrate the construction supervision and contract management process and procedures.

The Consultant shall implement a plan for human resource development for the Co-end-Users' staff. The Consultant shall provide regular trainings, lectures, and workshops. A training

curriculum/syllabus shall be submitted by the Consultant to the Employer for approval. The Consultant shall also monitor the participation and evaluate the performance of the staff.

(13) Coordination and Support

a) Coordination with Relevant Projects

During Pre-construction stage, the Consultant shall coordinate with agencies handling other projects with interfaces with the Project.

Coordination must be done on the design, schedule and other aspects which may affect the Project.

b) Support on Stakeholder Communications

The Consultant shall support the Employer in all stakeholder communication activities, which include, but not limited to, the following:

- i. Harmonize the branding of all Project IEC materials;
- ii. Implement the Stakeholder Communication Strategy (SCS), including updating and production of IEC materials;
- iii. Ensure that all IEC materials produced are updated and
- iv. During Construction period, update the Public Relations (PR) materials created by JDT, and produce new PR materials to exhibit the following:
 - a. Introduction of the Project and expected commercial operation date and expected Project impact to the residents;
 - b. Progress of the Project;
 - c. Major site works;
 - d. Inconveniences expected by the site works;
 - e. Information relevant to project affected persons and the implementation of the Resettlement Action Plan;
 - f. Information relevant to the implementation of the Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMoP)
 - g. Public opinion of the project/ site works;
 - h. Promotion materials (video, logo, simulations, drone footage, etc); and
 - i. Other relevant information, such as the GRM contact details.
- v. Take over the management of social media platforms handled or created by JDT, and ensure that the above-mentioned updates are consistently communicated through the relevant social media platforms;
- vi. Identify effective ways in motivating people to use the public transport (safety, convenience, reliability, cost, etc.);
- vii. Support public relations activities in the implementation of the Resettlement Action Plan

- (RAP), Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Gender Action Plan (GAP);
- viii. Support public relations activities relating to Transit Oriented Development implementation; and
 - ix. Coordinate with other DOTr railway projects and other media agencies.
- c) Support on the Planning and Implementation of Transit Oriented Developments (TOD)

The Consultant shall undertake the following:

- i. Updating TOD conceptual studies per station area provided by the JDT. The scope of the conceptual study shall be approved by the Employer prior to commencement;
- ii. Producing TOD conceptual studies per station area not covered by the JDT. The scope of the conceptual study shall be approved by the Employer prior to commencement;
- iii. Crafting TOD development and implementation guidelines;
- iv. Detailing the conceptual masterplan development of station areas provided by the JDT. The scope of conceptual masterplan shall be approved by the Employer prior to commencement;
- v. Producing conceptual masterplan development for station areas not covered by the JDT; The scope of conceptual masterplan shall be approved by the Employer prior to commencement;
- vi. Drafting the masterplan of the Project's TOD support facilities for all stations:
 - a) The TOD support facilities shall be within 50 meters around the stations;
 - b) The TOD support facilities shall include, but not limited to, provision for universal access and interchange connections for other modes of transportation;
 - c) All TOD support facilities shall be disaster resilient;
- vii. Producing conceptual designs, that are sufficient for detailed engineering design and are disaster resilient, of the following:
 - 1. main roads leading to stations of the Project;
 - 2. weather-protected pedestrian walkways leading to stations of the Project;
- viii. Providing workshops and relevant trainings on TODs, including, but not limited to, land use planning, zoning, transport and traffic planning, real estate development, disaster risk reduction and management, and landscape maintenance;

(14) Building Information Modelling (BIM) for Construction Management, Review and Consolidation

The Consultant shall assist the Employer in enhancing construction and project management by:

- i. Ensuring that the Contractors are informed and are compliant with the Employer's requirement to have Level of Detailed 500 for the as-built drawings, as further

- defined in the Employer's BIM Manual;
- ii. Consolidating, collating, and analyzing the BIM output of the Contractors:
 - a. Prepare Clash analysis reports;
 - b. Certify accuracy and quality of the as-built combined services drawings submitted by the Contractors, ensuring the Level of Deliverable set in the contract with the Contractor is met;
 - c. Consolidate all models submitted by the Contractor into a single harmonized model and printed outputs, such as stations, bridges, viaduct, embankment, railtrack and depot, to assist in the Building Management System of the O&M Provider.
 - iii. Providing the Employer with BIM equipment and software;
 - iv. Providing the Employer's officers and staff involved in the working team opportunities to enhance their skills in reading, analyzing, and preparing BIM documents.

(15) Prepare Documents and Reports Required by ADB

The Consultant shall:

1. Support the Employer in preparing the documentation of Periodic Financing Request (hereinafter referred to as "PFR") required to apply for the subsequent tranches under ADB's MFFs. These reports and documents shall include, but are not limited to, the following:
 - The PFR including all attachments as stipulated in the Framework Financing Agreement (hereinafter referred to as "FFA") between the GOP and ADB.
 - Progress report on technical and financial progress of the project including situation of contract awards and disbursements in the past and projections for the completion of the project, updates on the procurement plan and project implementation schedule.
 - Due diligence reports and/corrective action plans on the project progress and project implementation, especially social (land acquisition, resettlement, gender etc.) and environmental safeguards implementation.
 - Due diligence and project reports on the implementation on the policy roadmap and framework, preparation for the operation and maintenance phase of the project.
 - Documents as may be required by the Employer to request for financing of additional subprojects under the MFF. Please note that such subprojects shall satisfy the selection criteria as outlined in the FFA for the Project. This may include the preparation of environmental and social safeguard documents.
2. Prepare all documents required for reporting under the ADB loan agreements, the FFA and the Facility Administration Manual (hereinafter referred to as "FAM") for the MFF, as agreed between GOP and ADB. These documents include, but are not limited to, the annual and semi-annual monitoring reports as specified in the FAM.

3. Any other documents and reports as required by ADB and/or the Employer.

Table 4.1: Implementation Schedule Expected

| Key Activities | Date | Duration in Months |
|---|-----------------------------------|--------------------|
| N2 and SC PO (CPS-01) | | |
| Commencement of Consulting Services | June 2019 | |
| Tender process for E&M | June 2019 to January 2020 | Eight (8) |
| Commencement of Civil works | September 2019 | Thirty-six (36) |
| End of Civil works | August 2022 | |
| Tender process for Rolling Stock | June 2019 to November 2019 | Six (6) |
| 1st Delivery of Rolling Stock (CPN-06 & CPNS-02) | November 2022 | |
| Commencement of E&M works | February 2020 | Thirty-one (31) |
| End of E&M works | August 2022 | |
| Defects Liability (Notification) Period Civil | September 2022 to August 2023 | Twelve (12) |
| Defects Liability (Notification) Period E&M | September 2022 to August 2024 | Twenty-four (24) |
| Defects Liability (Notification) Period Rolling Stock (Limited Express) | October 2024 to September 2026 | Twenty-four (24) |
| Defects Liability (Notification) Period Rolling Stock (Commuter) | February 2026 to January 2028 | Twenty-four (24) |
| Testing and Commissioning | March 2022 to August 2022 | Six (6) |
| Commercial Opening | September 2022 | |
| End of Consulting Services | January 2028 | |
| SC (CPS-02 to 07) | | |
| Commencement of Consulting Services | June 2019 | |
| Tender process for E&M | June 2019 to January 2020 | Eight (8) |

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| Tender process for Rolling Stock | June 2019 to November 2019 | Six (6) |
| 1st Delivery of Rolling Stock (CPN-06 & CPNS-02) | November 2022 | |
| Commencement of Civil works | April 2020 | Forty-three (43) |
| End of Civil works | October 2023 | |
| Commencement of E&M works | April 2020 | Forty-three (43) |
| End of E&M works | October 2023 | |
| Defects Liability (Notification) Period Civil | November 2023 to October 2024 | Twelve (12) |
| Defects Liability (Notification) Period E&M | November 2023 to October 2025 | Twenty-four (24) |
| Defects Liability (Notification) Period Rolling Stock (Commuter) | February 2026 to January 2028 | Twenty-four (24) |
| Testing and Commissioning | May 2023 to October 2023 | Six (6) |
| Commercial Opening | November 2023 | |
| End of Consulting Services | January 2028 | |

Chapter 8. Special Provisions

1) Employer's Concurrence

The Consultant shall seek the Employer's comment and concurrence on the employment of the Sub-Consultants, and EMAs. Specifically, the Consultants shall:

- i. Submit the TOR to the Employer before requesting for proposals;
- ii. Submit to the Employer the analysis and results of the technical proposals; and
- iii. Submit to the Employer a certified true copy of the contract right after contract execution.

2) Video Conference System

The Consultant shall install a Video Conference System (VCS) in their office(s) and ensure its compatibility with the Employer and ADB's VCS. The Consultant shall also provide a guaranteed bandwidth for three (3) sites for the internet VC facility. In addition, a proven VC platform with robust features shall be used.

3) Biometrics-Based Attendance Record Keeping

The Consultant shall operate an attendance recording system using biometric authentication to record and verify the information of all the personnel entering and leaving the main and site offices. The system shall be in operation within one (1) month after commencement. The Consultant is responsible for registering the personnel's details to the system.

The readers shall be connected to a secured computer, so the personnel can record their signing in and out of the offices. The system may assign the time of recording as "IN" and "OUT" automatically. The secured computer shall be loaded with appropriate software for recording the data retrieved from the system and the time of signing in and out of each personnel. In cases where some personnel cannot report to the offices to attend to other work-related activities held outside of the office, they shall submit an official business travel form. The attendance record shall form part of the monthly billing submission by the Consultant.

The Consultant shall engage a specialist provider to design, provide and train the personnel to operate the system. The Consultant shall within seven (7) days of commencement, submit to the Employer the details of the system and the name and details of the specialist provider for the Employer's approval.

Prior to the operation of the system, the Consultant shall use log books to record the time of entry and departure of all personnel in and out of the offices. Nobody is allowed to work in the offices unregistered once the system is in operation.

4) Use of Unmanned Aerial Vehicles

The Consultant shall operate its own fleet of small unmanned aerial vehicles to monitor the Project, such as through the capture of high-quality photographs and videos of construction, testing and commissioning, and the general surroundings, and shall submit data to the Employer. The Consultant shall also propose and execute other innovative uses of small unmanned aerial vehicles to achieve its scope of work throughout the term of the Project.

The Consultant shall also compel the use of small unmanned aerial vehicles by the contractors for similar or other innovative purposes.

Chapter 9. Provisional Sum Item

1) Employment of External Monitoring Agencies (EMA) for RAP and EMP Implementation

The Consultant shall employ one (1) EMA for RAP monitoring and one (1) EMA for environmental monitoring. The EMAs shall provide independent periodic review and assessment of RAP and EMP implementation performance of the Consultant (as indicated in the RAP and EMP documents). The EMAs shall be under the Employer, and not the Consultant, thus, it shall report directly to the Employer.

Attached as Annexes 1 and 2 are the sample TORs of the EMAs.

2) Project Information Management System

- a. The Consultant shall use the Employer's Project Information Management System (PIMS) and ensure that all project work-streams are captured in it. The Consultant shall ensure that the PIMS captures all records or information acquired from the following activities, but not limited to:
 1. Right of Way and Site Acquisition (ROWSA)
 - i. Land Acquisition
 - ii. Informal Settler Families Resettlement
 - iii. Utilities Relocation
 - iv. Use of Geographic Information System (GIS)
 2. Approvals and permits from NEDA Board up to the smallest LGU permits
 3. Monitoring and Evaluation Requirements
 - i. Status Reports (DOTr Project Management Office, Contractors, Suppliers, and Consultants)
 - ii. Reports to DOTr Project Monitoring and Evaluation Service (PMES)
 - iii. Reports to other government agencies
 4. Stakeholder issues and grievances (e.g. request and complaints)
 5. Design and Construction Management
 - i. Tender Documents
 - ii. Manning
 - iii. Work Plan for all activities related to the different components of the Project
 - iv. Drawings
 - v. Manuals
 - vi. Resource Materials
 - vii. Billings
 - viii. All data made available by the Employer and the JDT
- b. In addition, the Consultant shall contribute in updating the Employer's PIMS Manual (Document Management, CAD, BIM, Scheduling, GIS) by coordinating with its PIMS consultants.

- c. The Consultant shall also ensure the use of a Project Management Software to assist in the effective organization and management of the Project's tasks and outputs. The Consultant shall provide the Co-End-users with the Project Management Software.