

**Pre-Bid queries and Responses-Lot 01**  
**CMRL/PHASE II/SYS/ISA03/2023**  
**03 October 2023**

SN	Part	Section	Clause	Original Bid condition	Bidder's query	CMRL Response
1	part 1	EQC	2.3.2	<p>Empanelment</p> <p>2.3.2 Empanelment  A valid empanelment, at the time of submitting the bid, in the "Panel of Independent safety assessors (ISAs) for signalling projects and products" by Research Designs &amp; Standards Organisation, Ministry of Railways, Government of India under the Category A – ISA panel for Metro Signalling projects/ systems.</p>	<p>Our legal entity in India will be the bidder relying on the complete technical support of the parent company in Germany that hold a valid empanelment, in the "Panel of Independent safety assessors (ISAs) for signalling projects and products" by Research Designs &amp; Standards Organisation, Ministry of Railways, Government of India under the Category A - ISA panel for Metro Signalling projects/ systems.</p> <p>The parent company in Germany will issue a letter confirming its technical support to the local Indian legal entity along the entire duration of the project.</p> <p>Will this structure be accepted by the Chennai Metro Rail Limited?</p>	<p>The legal entity in India can act as the representative for ease in coordination communication etc as stated in Terms and Conditions VII of RDSO circular of empanelled ISA.</p> <p>The Bidder has to be ISA firm who is empanelled by RDSO. If successful, the contract will be awarded only to the firm in the RDSO panel.</p>
2	Part 1	General	General	Bid submission due date	We would like to request the Client for an extension of the bid submission by 3 weeks to enable us to provide a quality bid.	Refer Corrigendum 01
3	Part 1	General	General	Last Date and Time of submission/uploading of Bid 10 October 2023 up to 13:00 hrs Indian Standard Time	We request you kindly extend the due date for submission of Bid upto 25th October 2023.	Refer Corrigendum 01
4	Part 1	General – legal queries	-	-	Do we consider our Business Partner (<name of the partner>) as Indian associate in order to buy the tender document on behalf of Italcertifer SpA? Do we need to provide a PoA?	<p>Letter of authorization in favour of the Indian Partner, by the Authorised Signatory (POA Holder) of the Bidder , shall be submitted.</p> <p>The Indian representative can do the local liasoning works like payment of bid fees, handing over of the original documents ( Bid security and Bid fees details) to the employer etc.</p>
5	Part 1	General – legal queries	-	-	Does Payment method allowed through foreign banks?	Yes, Permitted
6	Part 1	General – legal queries	-	-	Do we have to consider all the audits and visits in our cost within tender submission? How the Employer intends to reimburse (in case) costs for additional audits, visits and/or workshop identified as mandatory by ISA? Please, clarify.	<p>The Bidder has to estimate the number of audits/visits based on the scope of assessment work and the number of stages of opening and same shall be included in the quoted Bid Price.</p> <p>Payment will be made as per Payment Schedule included in Part 1 of the Bid Documents.</p>
7	Part 1	General – legal queries	-	-	Do we have to apostille all the document at the moment of the submission on the CPP portal?	Relevant only if the original of the Submitted document is not in English. ITB 10.1 of BDS has to be complied with.
8	Part 1	General – legal queries	-	-	We kindly request you to consider a postponement of two (2) weeks from the official deadline for the submission. Our reasons are due to the availability of the notary office in the period of August/September and the time needed by the bank to provide BG certificate.	Refer Corrigendum 01

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9	Part 1	Section I Bidders (ITB) & Part-1, Section – II Bid Data Sheet (BDS)	ITB 11.2 – (c) & BSD 11.2.1 – (e)	Written confirmation authorizing the signatory of the Bid to commit the bidder.	Does it mandatory to provide a POA or could be sufficient the Board of Directors resolution?	As per BDS, it shall be a valid Power of Attorney.
10	Part 1	Section II Bid Data Sheet (BDS)	11.2.1 para h)	Copy of all financial documents (in line with Section-III Evaluation and Qualification Criteria)	Please clarify which financial document we have to provide. Does this document needs to be notarized and apostilled?	BDS refers to EQC. EQC in case of ISA-03 does not ask for financial documents.
11	Part 1	Section II Bid Data Sheet (BDS)	11.2.1 para i)	Relevant work experience certificate (in line with Section III: Evaluation and Qualification Criteria).	Please, detail which document are necessary for your evaluation.	BDS refers to EQC. EQC in case of ISA-03 does not ask for this document.
12	Part 1	Section II Bid Data Sheet (BDS)	ITB 4.8 Add a new Sub-Clause 4.8:	The Bidder is required to confirm and declare with its Bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract. Such Bidder or Member will have to further confirm and declare in the Bid that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Contract Price will not include any such amount.	Please clarify which form we have to use in case of no agent declaration. Does it sufficient a self- declaration?	Refer Addednum 01 in this regard.
13	Part 1	Section II Bid Data Sheet (BDS)	BSD 11.2.1 (d)	Copy of Power of Attorney (POA) of the bidder.	Can we use the last Board of Directors resolution?	As per BDS, it shall be a valid Power of Attorney.
14	Part 1	Section II Bid Data Sheet (BDS)	11.2	Power of Attorney (POA) for signing the Bid Written confirmation/Power of Attorney, authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;	We request you to kindly share the Format of POA as required in the Bid.	The bidder shall adopt any format for the POA, duly ensuring that the requirements of this bid is satisfied by the PoA.
15	Part 1	Section IV Bidding Forms	5.3 Mobilization schedule	-	Please, clarify how to fill the form in case of no permanent mobilization.	Bidder to indicate the plan for mobilization of assessors of the required numbers & assessment back-ground, during various stages of the Assessment work like design (including interface designs), Installation, Testing & Commissioning and final Assessment Report/Certification, Various technical audits, Findings logs issuance & follow-up etc.
16	Part 1	Section IV Bidding Forms	5.2 Assessment Method	-	We plan to provide a unique Preliminary ISA plan for the three corridors being our assessment method in line with the same normative and accreditation. Does it acceptable?	In the Technical Proposal, the Bidder has to explain their proposed assessment methodology, duly taking into account the full scope of the work.

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17	Part 1	Section IV Bidding Forms	Form CON: HISTORICAL CONTRACT NON- PERFORMANCE AND LITIGATION	-	Please clarify how to fill the document in case of non performance and litigation experiences/records.	Form CON is self-explanatory including how non-applicability of non-conformance can be indicated.
18	Part 1	Section IV Bidding Forms	3.1.2	The Bidder shall quote his Lump Sum Price towards individual Price centers inclusive of all taxes, levies, duties, Cess, insurance and other charges leviable and payable to the authorities, including customs duty, as applicable excluding the GST...	We understand that the financial quote shall be exclusive of GST@18%. Please confirm.	As per section 4.2 of Bidding Forms-Part 1, the prices quoted to be inclusive of all duties, levies, cess etc except GST. If GST is applicable to the Bidder's entity, the same will be re-imbursed at actuals as per section 4.3 -Bidding Forms-Part 1
19	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	2. OVERVIEW OF THE PROJECT	-	How many stations we have to consider in the SoW of the ISA?	Pls refer Appendix 2A for the line map. It needs to be noted that the Interchange stations will have two corridors operating in different levels. In C4-C5, there is an overlapping alignment for the corridors, where C4 and C5 are in different levels and different platforms.
20	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	2. OVERVIEW OF THE PROJECT	-	Where OCC and B-OCC located?	Refer Addendum 01.

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21	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS		<p>Scope and purpose</p> <p>1.4.2 The Works to be executed under the Contract include Assessment of the CBTC GOA 4 Signalling system, five makes of Platform Screen systems and the integration of the signalling system with the rail vehicles and Platform Screen Door Systems.</p> <p>Particular Requirements</p> <p>4.2.1.2 The ISA Contractor shall verify that the required level of safety/quality is achieved by the Signalling system, PSD systems and its interfaces with PSD and Rolling Stock systems, to ensure the safe operation of the Metro as per the Safety Requirements detailed in Appendix 2B and 2C.</p> <p>4.2.1.6 The ISAs focus will be on the Signalling system and PSD systems &amp; its interface with each other &amp; with Rolling Stock systems; however, the ISA Contractor shall ensure that all hazards have been mitigated, including those shared with other systems such as, but not limited to, Rolling Stock, Track and Civil Works.</p>	<p>Coverage of interfaces</p> <p>We understand that the subject to be covered by the safety assessment are the signalling system and the platform screen door systems, with their interfaces to the rolling stock and considering the mitigation of all related hazards including those shared with other systems.</p> <p>Please confirm.</p>	Refer Addendum 01
22	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	4.2.1.5	<p>The ISA objective is to collect, inspect and analyze all necessary data from all stakeholders to assess whether the ASA04, ASA09, ASA10, ASA11 and ASA12 Contractors have, throughout the project duration, applied appropriate processes and safety solutions in accordance with the requirements of the applicable safety standards and their Contract with the employer. The assessment can be on cross-acceptance basis of verification &amp; validation reports of the generic/application specific hardware &amp; software, undertaken by other ISAs on behalf of the Contractor.</p>	<p>Our understanding is that the signalling system and the PSD are already provided with a generic product and generic application certificate issued by an independent accredited body. The scope of the ISA is to focus on specific application certification. Is our understanding correct? (For additional details about Generic Product, Generic Application and Specific Application please refer to EN 50129)</p>	<p>For Generic product and Generic Application certificate issued by an independent body will be already provided with by the system supplier.</p> <p>Additionally, For Signalling system, the signalling contractor will appoint an ISA, an Independent accredited body to assess the Specific application also. The ISA contractor (ISA03) can do the assessment based on cross acceptance.</p> <p>For PSD system, Generic application/product certification by accredited body will be available. NO Internal ISA for Specific application is envisaged.</p>

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23	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	4.2.1.7	The ISA Contractor shall also assess the documentation of all systems directly or indirectly interfacing with the Signalling system or/and PSD systems as well as documentation related to operation and maintenance.	Document assessment of interfacing systems We understand that the ISA Contractor shall also assess the documentation of all systems directly or indirectly interfacing with the Signalling system or/and PSD systems, to the extent necessary for the assessment of the safety-related interfaces, as well as documentation related to operation and maintenance.  Please confirm.	Your understanding is correct. The ISA contractor shall also assess all documentation required from other systems to ensure that all Interface hazards ( of signalling and PSD systems with other systems) are assessed and mitigated. Operation and maintenance documentation will also be required to be assessed, as appropriate in the cases where the hazards are transferred to the O&M. In addition pls see Adddednum 01 reg the assessment of the operational procedures related to UTO.
24	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	4.2.2.1	General ISA activities To perform the Safety Assessment of the Signalling system and PSD systems, the ISA Contractor shall (... ) c) The ISA Contractor may adapt the level of detail of the Safety Assessment according to following factors: i. Sub-system Safety Integrity Level SIL or SSIL ii. Existing safety demonstrations for the related system/subsystems...	Cross-acceptance of existing safety demonstrations The availability of existing safety cases for subsystems or components significantly influences the effort required for the assessment. Is there any information about: • Safety cases already independently assessed and applicable to the Signalling system and/or the PSD systems as well as their interfaces  Please clarify.	Refer Adddedum 01 reg the clauses on cross acceptance.
25	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	1.4.2	The Works to be executed under the Contract include Assessment of the CBTC GOA 4 Signalling system, five makes of Platform Screen systems and the integration of the signalling system with the rail vehicles and Platform Screen Door Systems	From the review of provided tender documentation and the specific clauses mentioned we understand that each Systems Contractor under contracts AS04, AS09, AS10, AS11, ARE02, ARE03 and ARE04 must appoint their own Independent Safety Assessor in addition to the one appointed by CMRL under ISA03 contract. Please confirm that safety assessment of each System Specific Application is not requested to be re-assessed by ISA under AS03 contract and that Systems Contractors shall provide to ISA satisfaction the related certification documentation (reports, certificates) prepared by the ISA appointed by each of them.	Pls refer the Bid document and the addedum 01 for better clarity. ASA-04 contractor will appoint an ISA for safety assessment of the signalling system ( Specific product and applications). PSD contractors will not be having any ISAs appointed for the Specific applications. ARE04 is a rolling stock contact and it is not part of the scope of this work, except the safety rated interfaces with Signalling and PSD. The Generic product/application certificates will be made availble by the contractor which can be accepted on cross acceptance basis. For ASA04 ISA for SA, cross acceptance is acceptable, as in Addendum 01.

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26	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	4.2.2.5	Notification of Safety Audit b) Safety Audit Locations i. The Safety Audits of each System Contractor (ASA04, ASA09, ASA10, ASA11, and ASA12) shall be performed at the respective System Contractors' main premises (in any country, as appropriate), as well as sub-contractor/suppliers premises as appropriate. ii. The location of each System Contractors and sub-contractor's premises will be intimated to the ISA Contractor as soon as they are known.	Please inform the locations (countries) where the onsite safety audits shall be performed. The information is essential to estimate travel costs.	The details of the system contracts already awarded are available in the bid and its addendums. The Packages which are under the procurement stage is also mentioned.
27	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	4.2.2.7	The details of deliverables are described in Part 1 and Part 3 of the Tender document.	a) What is meant by "deliverables"? (Delivered by which party / in the ISA tender phase or during ISA implementation?) b) "Deliverables" or details upon have neither been found in Part 1 and Part 3 of the Tender document.  Please clarify.	Refer Addendum 01.
28	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	3.8	EMPLOYER'S REQUIREMENTS SECTION VI B PARTICULAR SPECIFICATIONS clause 3.8 3.8 Independent Safety Assessor 3.8.1 Employer will employ an ISA in due course whose role shall be to assess that the requirements as detailed in EN50126 are complied with. The contractor should co-operate with ISA by giving access to document, design, design process, quality assurance process, V&V process etc. as needed by ISA. 3.8.2 The contractor shall appoint an Independent Safety Assessor from their side to assess the system safety requirements and issue the safety certificate. 3.8.3 The documents to be submitted as per EN50126. The contractor should submit these documents timely Design activity will only be considered completed when System Assurance Requirement, Hazard logs, Design safety report etc. are submitted by the contractor and approved by The Engineer. See Appendix 2T of these PS for further details.	From the review of provided tender documentation and the specific clauses mentioned we understand that each Systems Contractor under contracts AS04, AS09, AS10, AS11, ARE02, ARE03 and ARE04 must appoint their own Independent Safety Assessor in addition to the one appointed by CMRL under ISA03 contract. Please confirm that safety assessment of each System Specific Application is not requested to be re-assessed by ISA under AS03 contract and that Systems Contractors shall provide to ISA satisfaction the related certification documentation (reports, certificates) prepared by the ISA appointed by each of them.	Pls refer the Bid document and the addedum 01 for better clarity. ASA-04 contractor will appoint an ISA for safety assessment of the signalling system ( Specific product and applications). PSD contractors will not be having any ISAs appointed for the Specific applications. ARE04 is a rolling stock contact and it is not part of the scope of this work, except the safety rated interfaces with Signalling and PSD. The Generic product/application certificates will be made available by the contractor which can be accepted on cross acceptance basis. For ASA04 ISA for SA, cross acceptance is acceptable, as in Addendum 01.

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29	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	4.2.15	The assessment can be on cross-acceptance basis of verification & validation reports of the generic/application specific hardware & software, undertaken by other ISAs on behalf of the Contractor	Please confirm that ISA scope of assessment is limited to CMRL Phase II Specific Applications and for any Generic Product and Generic Application involved the respective Contractor under contracts AS04, AS09, AS10, AS11, ARE02, ARE03 and ARE04 will provide other ISAs certificate and report	Generic application/hardware certification will be provided by the contractor obtained from accredited safety assessors Refer Clauses 3.1, 3.2, Appendix 2B and 2C of the Part 2, General and Particular Specifications and its addendums for details.
30	Part 2	GENERAL AND PARTICULAR SPECIFICATIONS	3.1	3.1.4 The safety assessment of the signalling system and its integration to various systems like PSD and Rolling stock is part of the scope of this work package.  3.2.4 The safety assessment of each makes of PSD systems and its integration to signalling system is part of the scope of this work package.  3.3.3 The safety assessment of integration of signalling system into each make of Rolling stock systems is part of the scope of this work package  3.4.3 The safety assessment of integration of signalling system into CMV systems is part of the scope of this work package.	Please confirm that "this work package" in the references clauses 3.1.4, 3.2.4, 3.3.3 and 3.4.3 means ISA scope under AS03 contract	The work package refers to work under ISA03
31	Part 2	General – Technical queries	-	-	Please, could you provide a list of the signalling systems supplied?	Refer Clauses 2.2.14, 3.1 of the Part 2, General and Particular Specifications and its addendums.
32	Part 2	General – Technical queries	-	-	Please, could you confirm that Generic Application and Generic Product certifications will be provided by the supplier of the signalling systems? Are the other system presenting a SIL>0 provided with their safety certificates?	Generic application/hardware certification will be provided by the contractor obtained from accredited safety assessors. Refer Clauses 3.1, 3.2, Appendix 2B and 2C of the Part 2, General and Particular Specifications and its addendums for details of the systems which are required to be assessed..
33	Part 2	General – Technical queries	-	-	How many other SIL based systems we have to consider?	Refer Clauses 3.1, 3.2, Appendix 2B and 2C of the Part 2, General and Particular Specifications and its addendums for details of the systems which are required to be assessed..
34	Part 2	General – Technical queries	-	-	Please could you share a list of the ISA deliverables and key dates associated?	For Key dates associated with various deliverables, please refer Part 3-Contract Data

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35	Part 2	General – Technical queries	-	-	Please confirm that all the certificates for GA and GP are based on EN 50126, EN 50128 and EN 50129 (eventually EN 50159). Please consider that certificates against EN 61508 cannot be acceptable for metro or railway application, by the ISA.	Please refer Clause 6.3 of Particular Specifications of ASA-04 Contract as attached as Appendix 2B. Further, this needs to be taken up with ASA-04 Contractor by the ISA, during the execution of ISA works. Equivalent IEC standards are also allowed to be provided by the system suppliers with a gap analysis report.
36	Part 2	General – Technical queries	-	-	Do we have to consider a PMP document along with our technical proposal in the tender submission?	Bidder is free to provide this information, if desires so.
37	Part 3	General – legal queries	-	-	In case of a project delay in the final deadline, how CMRL intends to reimburse the additional costs (Insurances, additional quarterly or monthly reports,...) sustained by the Bidder (ISA)?	Please refer Particular Conditions of Contract -Special Provisions-16
38	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 3.3	The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. These instructions shall be given in writing.	Please confirm that this clause, and any other concerning instruction to the Contractor, will be applicable only to the extent it does not conflict with ISA independence and third party position.	The understanding is correct.
39	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 4.1	The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.
40	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 4.5	In this Sub-Clause, "nominated Subcontractor" means a Subcontractor whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor. The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars.	It may be a misprint, subcontracting is not allowed according to Clause 4.4. Please confirm this Clause is not applicable.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.



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41	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 4.6	The Contractor shall be responsible for his construction activities on the Site, and shall co-ordinate his own activities with those of other contractors to the extent (if any) specified in the Employer's Requirements. If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Employer's Requirements.	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.
42	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 4.7	The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.
43	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 4.19	The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Employer's Requirements, for the tests.	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities..	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.

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44	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 4.23	<p>The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land. During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required. Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.</p>	<p>Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.</p>	<p>Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.</p>

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45	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 4.24	<p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost, which shall be included in the Contract Price. After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.</p>	<p>Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.</p>	<p>Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.</p>
46	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 5.1	<p>The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are engineers or other professionals who comply with the criteria (if any) stated in the Employer's Requirements. Unless otherwise stated in the Contract, the Contractor shall submit to the Engineer for consent the name and particulars of each proposed designer and design Subcontractor.</p>	<p>Please confirm that this clause and any other concerning design activities by the Contractor will be inapplicable, since such design activities are not included in the scope of ISA services.</p>	<p>Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.</p>
47	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 5.2	<p>Contractor's Documents ..The Employer's Personnel shall have the right to inspect the preparation of all these documents, wherever they are being prepared...</p>	<p>Please confirm that this clause, as well as any other provision concerning documents drafted by the Contractor, is not applicable, compliant with ISA independence and third party position.</p>	<p>The understanding is correct.</p>

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48	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 6.10	The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.
49	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 6.15	The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall employ with all the regulations of the local health authorities, including use of appropriate insecticides.	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.
50	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 7.1	The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works: (a) in the manner (if any) specified in the Contract, (b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.
51	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 7.2	The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for review in accordance with the procedures for Contractor's Documents described in Sub-Clause 5.2 [Contractor's Documents]...	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.
52	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 7.4	This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any)...	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.

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53	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 7.5	<p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.</p> <p>If the Engineer requires this Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer.</p>	<p>Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.</p>	<p>Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.</p>
54	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 7.6	<p>Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to...</p>	<p>Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.</p>	<p>Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.</p>
55	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 9 & Sub-clauses 9.1- 9.2 – 9.3 – 9.4	<p>9.1 Contractor's Obligations</p> <p>The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with Sub-Clause 5.6 [As-Built Documents] and Sub-Clause 5.7 [Operation and Maintenance Manuals]....</p>	<p>Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.</p>	<p>Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.</p>

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56	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 10.2	The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works. The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued....	Please confirm that this Clause, as well as any other provision that may conflict with ISA independence and third party position, will be read and applied only to the extent such conflict is avoided.	The provisions regarding Taking Over Certificate by the Engineer, are not relevant for ISA Contract.
57	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 11 & Sub-clauses 11.1 – 11.2 – 11.3 – 11.4 – 11.5 – 11.6 – 11.7 – 11.8 – 11.9 – 11.10 – 11.11	Defects Liability 11.1 Completion of Outstanding Work and Remedying Defects In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall....	Please confirm that clause 11 of General Conditions, as well as any other provision that may conflict with ISA independence and third party position, will be read and applied only to the extent such conflict is avoided.	Provisions regarding Defects Liability are not relevant for ISA Contract.
58	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 12 & Sub-clauses 12.1 – 12.2 – 12.3 – 12.4	12. Test after Completion 12.1 Procedure for Tests after completion If Tests after Completion are specified in the Contract, this Clause shall apply. Unless otherwise stated in the Particular Conditions, the Employer shall....	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.

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59	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 13 & Sub-clause 13.1 – 13.2 – 13.3 – 13.4 – 13.5 – 13.6 – 13.7 – 13.8	13.Variations and Adjustments 13.1 Right to Vary Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. A Variation shall not comprise the omission of any work which is to be carried out by others.....	Please confirm that any variation will not conflict with ISA independence and third party position; please then clarify how the clause is applicable to the ISA and how variations will be reimbursed in case of delay not due to the ISA activities.	<p>Variations to the scope of work,beyond the 9 stages of opening to revenue service (with the Employer retaining the right to delete any section from a particular stage and add it as part of another stage of commissioning and vice versa ), the Price &amp; Time frame will be mutually agreed between the Contractor &amp; Employer, based on price break up given by the Bidder under Price CEntres B to K5, as per section 4.2.1 to 4.2.20 of Bidding Forms-Part 1.</p> <p>Apart from the variation, PC-Specific Provisions-47(optional additional order ) covering Signaling, PSD &amp; RS augmentation , including the methodology indicated to arrive at the cost of variations, will be applicable.</p> <p>In case of delay to ISA activities for various reasons, the compensation formula &amp; extension of time as per PC-Specific Provisions-16, will be applicable.</p> <p style="text-align: right;">The</p> <p>understanding that none of the variations described above,will conflict with ISA independence &amp; third party position, is correct.</p>
60	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 15.2	15.2 Termination by Employer a. fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct], (c) without reasonable excuse fails: (ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it	Please confirm that this Clause will only be applied to the extent possible ( . fails to comply with Sub-Clause 4.2 [Performance Security]), considering the inapplicability of Clauses 7.5 and 7.6.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.

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SN	Part	Section	Clause	Original Bid condition	Bidder's query	CMRL Response
61	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 17.1	<p>17.1 Indemnities</p> <p>The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and</p> <p>(b) (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the design, the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them".</p> <p>The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of</p>	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.
62	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Clause 18.3	<p>Insurance against Injury to Persons and Damage to Property</p> <p>The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.</p>	Transport, delivery of any items and goods, manufacturing, construction or deployment or Transport, delivery of any items and goods, manufacturing, construction or deployment of any physical assets such as Plant and materials is not included in the scope of ISA services. Please confirm this Clause is not applicable as well as others that may refer to such activities.	Only those provisions of the GCC which are relevant to the nature and scope of ISA work , will be applicable.
63	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	Gen	Penalty	We request you to suggest whether any explicit clause related to limitation of Penalty applicable to the bidder under this contract.	Penalty is not applicable to this work package. Refer Addendum 01 in this regard.



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64	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	8.7	<p>Delay Damages            If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate.            However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data.</p> <p>These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works.</p> <p>These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.</p>	<p>• We understand that maximum amount of Liquidated Damages on delayed damage applicable on bidder shall be limited up to 5% of their Contract order value.            Please Confirm</p> <p>• We understand that the damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.            Please confirm.</p>	Kindly Refer Contract Data, Delay damages are not applicable.
65	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	11.2	<p>Cost of Remedying Defects            All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be...            If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 13.3 [Variation Procedure] shall apply.</p>	<p>We understand that "If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 13.3 [Variation Procedure] will be applicable" for bidder.            Please confirm</p>	The clause is self explanatory in nature

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SN	Part	Section	Clause	Original Bid condition	Bidder's query	CMRL Response
66	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	17.6	<p>Limitation of Liability</p> <p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4 (b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].</p> <p>The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated), the Accepted Contract Amount.</p>	<p>• We understand that the liability of the Consultant shall be limited to 100% of contract fees under any circumstances for this contract. Please confirm.</p> <p>• Also, we understand that the "Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract". please confirm</p>	The clause is self explanatory in nature
67	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	15.2	<p>The Employer shall be entitled to terminate the Contract if the Contractor:</p> <p>a) Fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],.....</p> <p>In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately</p>	<p>We would like to request you kindly amend this clause as follows:          ....the Employer may, upon giving 14 30 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site.</p>	Bid condition prevails.

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SN	Part	Section	Clause	Original Bid condition	Bidder's query	CMRL Response
68	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	19.1	<p>Force Majeure            ...Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <p>(i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,            (ii) Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,            (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,            (iv) Munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and            (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.            (vi) Pandemic or epidemic as declared by the government or World Health Organization (WHO).</p>	<p>We request client to add the following events in the Force Majeure definition i.e. "any other catastrophic unforeseeable, circumstances, any statutory, rules, regulations, orders or requisitions issued by a Govt. department or competent authority thereon considering Covid-19 situation.</p>	Bid condition prevails.
69	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	19.2	<p>Notice of Force Majeure</p> <p>If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p>	<p>We request you to kindly include a mandatory notice period of 30 days prior notice in case of force majeure. Please confirm.</p>	Bid condition prevails.

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SN	Part	Section	Clause	Original Bid condition	Bidder's query	CMRL Response
70	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	17.1	<p>Indemnities  The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and</p> <p>(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the design, the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them".</p>	<p>We request you to the limit the "Liability to indemnify Client" is up to the 10% of their contract value. Kindly confirm</p>	<p>Bid condition prevails.</p>
71	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)		<p>(i) The dispute shall be referred to an Arbitral Tribunal comprising three members. Either Party may propose to the other Party for referring the dispute to Arbitration. If the proposal is initiated by the Contractor, such proposal shall be addressed to the Employer and the Employer shall, within fifteen days from the date of receipt of such proposal, send a Panel of Arbitrators maintained by the Employer to the Contractor. The Panel of Arbitrators, maintained by the Employer, consisting of independent persons, shall meet with the requirement relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1) (a), (b) and (5) of the Indian Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.</p>	<p>We understand that for Arbitration as per Indian Arbitration and Conciliation act 1996 &amp; appointment of "Sole &amp; independent Arbitrator" should be agreed by both the parties mutually.</p> <p>Please confirm.</p>	<p>Clause 60 of particular conditions are self explanatory.</p>

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72	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	18	No third party insurance required. Insurance for Contractor's Personnel as per GC-18.4 alone, is applicable to this Contract	We understand that the No insurance is required for TPI services. Please confirm	The clauses in this regard is self explanatory. Kindly see Addendum 01 reg 18.5 on insurance.
73	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	14.7	<p>Payment</p> <p>(b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor, within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor including any amounts due in accordance with a decision by the DB which have been included in the Interim Payment Certificate; and</p> <p>(c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement, within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].</p>	We would like to request the client to kindly share the payment break-up detail.	Payment will be made to the Bank Accounts indicated by the Contractor, for the currency in question. Please also see Part 1-Schedule of Payment-section 4.5

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74	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	14.8	<p>Delayed payment            If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued. Unless otherwise stated in the Contract Data, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not applicable, the interbank offered rate, and shall be paid in such currency.            The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.</p>	<p>We request client to confirm that the interest on delayed payment of certified amount of bill to the contractor shall be payable after 30 days.</p>	<p>Kindly refer PCC 52. The period of delay is beyond 56 days. Tender condition prevails.</p>
75	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	14.7	<p>Payment            ...Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.</p>	<p>We understand that Payment will be made in Indian Rupees against bills preferred by the Contractor through ECS/NEFT.            Please confirm</p>	<p>Payment can be made in INR or Euro/USD as per accepted Contract Price. The certified amounts will be credited to the Contractor's bank account through RTGS/SWIFT as the case may be</p>
76	Part 3	SECTION VII GENERAL CONDITIONS OF CONTRACT (GCC)	16.1	<p>Contractor            Contractor's Entitlement to Suspend Work:            If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 2.4 [Employer's Financial Arrangements] or Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice...</p>	<p>Please confirm is this clause applicable for Bidder?</p>	<p>Bid condition is self explanatory. Bid condition prevails.</p>

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77	Part 3	SECTION VIII PARTICULAR CONDITIONS OF CONTRACT (PCC)	Clause 12 of PCC	1.7.1 The Engineer, in case of exceptional circumstances, where it is found, that the Contractor is causing undue delay in certain parts of work or delay in renewing the accreditation to applicable standards having also issued a notice to that effect under GCC Sub-clause 15.1, after exhaustion of stipulated time under such notice and upon giving a notice of 7 days, can off Load such works at the risk and cost of the Contractor. Similarly, in cases where works are affected due to non-performance or abandoning of works by the vendors or sub- contractors also, the Engineer can get such works done by engaging the same party or any other party and make direct payments to such parties at the risk and cost of the Contractor	Please confirm the inapplicability of this clause due with his conflict with ISA independence and third party position.	The clause is not meant to take away ISA independence & third party position. It is meant to be invoked only in exceptional circumstances like undue/unsustantiated delays or delay in renewal of accreditation to applicable standards.
78	Part 3	SECTION VIII PARTICULAR CONDITIONS OF CONTRACT (PCC) Contract Data	Point 9	Jurisdiction of Courts  The Courts at Chennai shall have exclusive jurisdiction in respect of all disputes between the parties arising out of this agreement	We request you to change the venue of arbitration to Mumbai. Kindly advise	Bid condition prevails.