

Page no.	Clause no.	Clarification point as stated in the tender document	Comment/Suggestion/Clarification	Response
17	10.1	The price shall be reasonable and not unbalanced. Should the Employer come across any unbalanced price, he may require the Tenderer to furnish detailed analysis to justify the same. If after its examination, the Employer still feels the prices to be unbalanced, he may ask the Tenderer for additional Performance Security or other safeguards to protect Employer's interest against financial loss failing which, his tender shall be liable to be rejected by the Employer and the Employer may award the Contract to any other Tenderer.	This clause should be deleted as this is a L1 tender and no further reduction/ negotiation is acceptable	Tender conditions shall prevail
29	35.1	Within 7 (Seven) days of the issue of the Letter of Acceptance, the successful bidder shall deliver to DIMTS, a Performance Guarantee for an amount equivalent to 5% (five percent) of the Contract Price plus additional security for unbalanced bids in accordance with Sub Clause 28.4 and relevant Conditions of Contract.	Please quantify the financial implication beyond BG of 5% if any	Tender conditions shall prevail
162	8.5	Time is the essence of the Contract. Appendix to the Form of Tender shall include in respect of the Works and in respect of any Stage, a percentage of the total contract value which will be recoverable from the Contractor as liquidated damages for each day of delay in completion of the Works or in achievement of a stage by a particular Key Date. The total amount of liquidated damages in respect of the Works in all stages shall, however, not exceed the limit of liquidated damages stated in the Appendix to the Form of Tender. The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty.	Please add the following to the clause LD to be capped at 5% of the delayed components' value Please Confirm	Tender conditions shall prevail
165	9.1	The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, have passed the Tests on Completion, including Integrated Testing and Commissioning, and a Taking Over Certificate for the Works has been issued. If the Works are divided into Sections, the Contractor shall be entitled to apply for a Taking Over Certificate for each Section. The Contractor may apply by notice to the Engineer for a Taking-Over- Certificate not earlier than 14 days before the works or section (as the case may be) will, in the Contractor's opinion, be complete and ready for taking over. The Engineer shall, within 28 days after the receipt of the Contractor's application: (a) issue the Taking Over Certificate to the Contractor, stating the date on which the Works or Section were completed, including the Tests on Completion and Integrated Testing and Commissioning, in accordance with the Contract (except for minor outstanding work that does not affect the use and safety of the Works or Section for their intended purposes); or (b) reject the application, giving his reasons and specifying the work required to be done by the Contractor to enable the Taking Over Certificate to be issued. The Contractor shall then complete such work before issuing a further notice under this Sub-Clause	Please change the Time limit for issue of Take Over certificate from proposed 28 days to 7 days Please Confirm	Tender conditions shall prevail
167	10.3	The Contract Period shall be extended by a period, after the Works are taken over, during which the Works or any Section or item of Plant, cannot be used, for the purposes for which they are intended, by reason of a defect or damage.	Please delete this clause as the take over will cover all necessary checks and tests. The contract period shall be fixed from the time of acceptance over the support period. Please confirm	Tender conditions shall prevail

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167	10.4	<p>If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 10.2(a), (b) or (c), the Employer may (at his sole discretion):</p> <p>(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;</p> <p>(b) require the Engineer to determine and certify a reasonable reduction in the Contract Price; or</p> <p>(c) if the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use, the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant, Rolling Stock and Materials to the Contractor, and Sub-Clause 13 shall not apply.</p>	<p>Only incremental cost will be paid for by the contractor.</p> <p>Please confirm</p>	Tender conditions shall prevail
168	10.7	<p>Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the working and performance of the Works, except as may be inconsistent with any reasonable security restrictions by the organisation responsible for operating the Works</p>	<p>Financial records and other confidential documents shall not be made available</p>	Tender conditions shall prevail
174	11.5	<p>Unless otherwise stated in Special Conditions of Contract,</p> <p>(a) Efforts shall be made to release 100 % of the certified payment with in shortest possible time, however, after preliminary scrutiny and certification by the Engineer, payment of 80% of the certified interim amount shall be made by the Employer within 14 days after submission of interim bill by the contractor. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days, from the date of the preliminary certification of the bill by the Engineer.</p> <p>(b) Next 80% interim payment shall be made only after 100% payment of preceding interim payment certified has been completed.</p> <p>(c) the Employer shall pay the amount certified in the Final Payment Certificate within 56 days from the date of issue of the Certificate. Payments shall be made into a bank account, nominated by the Contractor in Indian rupees in a bank in India unless otherwise permitted in Special Conditions of Contract. If payments are to be made in more than one currency, separate bank accounts may be nominated by the Contractor for each currency, and payments shall be made by the Employer accordingly</p>	<p>Payment milestones should be defined and payments to be released within 30 days of contractor's invoice date.</p> <p>Pls confirm</p>	Tender conditions shall prevail
177	11.18	<p>It is an agreed term of the Contract, that the Employer reserves to himself the right to carry out a post payment audit and / or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any overpayment to him is discovered to have been made in respect of any work done or alleged to have been done by the Contractor, under the Contract. If any under-payment is discovered, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest.</p>	<p>Books/ Vouchers of contractor shall not be made available for examination. Also, once the price is fixed on L1 basis, the same shall be fixed for the duration of the contract</p>	Tender conditions shall prevail

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188-190	15	Insurance requirements	Contractor shall only be responsible for Transit Insurance upto delivery of equipment at DMITS' site which shall be in the form of Self Insurance. Contractor shall not be responsible for any other insurance. Please Confirm	Tender conditions shall prevail
245	Warranty	Contractor's warranty	Contractor shall provide OEM standard warranty on 3rd party Hardware/Software. In order to meet SLAs, additional services as required shall be built in by the contractor. On contractor's own hardware, standard warranty with additional services shall be provided. No other warranty can be given. Please Confirm	Tender conditions shall prevail
19	14	Conditions, Qualifications, Deviations etc : The Tenderer shall submit his tender without any conditions, deviations etc to the tender documents. Tender submitted by any tenderer which contains any deviations or conditions beyond the provisions in tender documents shall not be evaluated/ considered and shall be summarily rejected as non responsive.	We request that deviation which does not have any cost implication but is required for better structuring or to comply with company policies to be allowed. Please confirm	The bidder will be at liberty to make their design within the terms of the tender document.
132	4.1	The Contractor acknowledges responsibility for ascertaining and securing at his own cost: (a) conditions bearing upon the proper transportation, disposal, handling and storage of materials (including but not limited to hazardous toxic substances and excavated materials); (b) availability of electricity, water and gas; (c) availability of skilled manpower; (d) the character of equipment and facilities needed preliminary to and during the manufacture, installation, execution, testing (including Integrated Testing), and commissioning of the Works and remedying of any defects; (e) the protection of the environment and adjacent structures which will be necessary preliminary to and during the manufacture, installation, execution, testing (including Integrated Testing), and commissioning of the Works and remedying of any defects; (f) the location of and the authorisation required for and the means of diversion of any services and facilities required for the purposes of the Works. The Contractor shall whenever required by the Engineer, submit details of the arrangement and methods which the Contractor proposed to adopt for the execution of the Works. No alteration to these arrangements or methods shall be made without the approval of the Engineer.	The employer needs to facilitate the necessary clearances and amenities like input power and water etc.	The tender conditions shall prevail, however DIMTS will provide necessary assistance as and when requested.

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140	4.17	The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard. The Contractor's Site Environmental Plan shall be developed from provisions related to Safety, Health and Environment Protection enclosed at Annexure-A-II, as per the Employer's Requirements and Special Conditions of Contract and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed environmental standards	Please provide Employer's information on the requirement of pollution level of employer. We can give confirmation only after having the requisite details. However HP complies with global environmental standard and applicable laws. Please confirm.	The tender conditions shall prevail, the tenderer may kindly refer to clause 4.17 and Annexure A-II of GCC where it is explicitly explained.
140	4.18	The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at its discretion assist the Contractor in this respect.	Employer to facilitate	The tender conditions shall prevail, however DIMTS may, at its sole discretion, provide assistance to the bidder obtaining the same.
140 141	4.19 4.23	Except for any specific item mentioned in the Special Conditions of Contract or in Employer's Requirements, the Contractor shall provide all tools, plants and equipment for the Works. In respect of such exceptional tools, plants or equipment committed to be provided by the Employer under terms and conditions specified in the Special Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub-contractors or his workmen or others while they are in his charge. On completion of the Works, the Contractor shall hand over the unused balance of the tools, plants and equipments to the Employer in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto. The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding. Except for any specific item mentioned in the Special Conditions of Contract or in Employer's Requirements, the Contractor shall provide all tools, plants and equipment for the Works. In respect of such exceptional tools, plants or equipment committed to be provided by the Employer under terms and conditions specified in the Special Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub-contractors or his workmen or others while they are in his charge. On completion of the Works, the Contractor shall hand over the unused balance of the tools, plants and equipments to the Employer in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto. The decision of the Engineer as to the amount recoverable from the Contractor on this account shall be final and binding.	Please define as What is the plant, equipment, tool that we are getting from the Employer under this contract? Please delete this part of the clause as this is not applicable for this contract. Please Confirm The decision of Engineer should be subject to resolution of dispute by Arbitration proceeding. Please confirm	The tender conditions shall prevail, please refer to Special Conditions of Contract Sub-clause 4.19.

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163	8.6	If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works is at any time, in the opinion of the Engineer, too slow to ensure timely completion of the Works or achievement of any Stage by the relevant Key Date the Engineer may so notify the Contractor in writing. The Contractor shall thereupon take such steps as are necessary, or in default of taking such steps, shall take such steps as the Engineer may reasonably instruct in writing, to expedite progress so as to complete the Works or any Section in time or achieve any Stage by the relevant Key Date. The Contractor shall not be entitled to any additional payment for taking such steps. If any steps taken by the Contractor in meeting his obligations under this Sub- Clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor by the Employer, and shall be deducted by the Employer from any monies due, or to become due, to the Contractor.	The decision of Engineer is subject to resolution of dispute by Arbitration proceeding. Hence the portion of clause marked in yellow should be deleted. Please confirm	The tender conditions shall prevail, the clause 8.6 explicitly clarifies the same.
		In case after completion of a part of the Work, the part of Work is not fully consistent with the Employer's Requirements and there is no way to change the same, in that case, the same (provided it has no implication on safety and operation) shall be accepted only at a Contractor's deemed variation at lower negotiated price. The decision of the Engineer in this regard shall be final and binding on the Contractor.	The deliverable shall be accepted at mutually agreed price or the Employer shall return the same to HP. We request confirmation that the decision of Engineer is subject to resolution of dispute by Arbitration proceeding. Please confirm.	The tender conditions shall prevail, the clause 8.6 explicitly clarifies the same.
166	10.1	Defects Liability Period shall mean the defects liability period stated in the Special Conditions of Contract calculated from the date of taking over of whole of the Works and not any sub-section or part thereof. Provided that, if any part of the Works or sub-systems or component of that part has been replaced, renewed or repaired, the —Defects Liability Period in respect of that part or sub-system or components of that part shall start from the date such replacement, renewal or repair has been completed to the satisfaction of the Engineer. In order that the Construction and/or Manufacture Documents and the Works shall be in the condition required by the Contract (fair wear and tear excepted) at, or as soon as practicable after the expiry of the Contract Period, the Contractor shall: i) complete any work which is outstanding on the date stated in a Taking Over Certificate, as soon as practicable after such date, and ii) execute all such work of amendment, reconstruction, and remedying defects or damage, as may be instructed in writing by the Employer or the Engineer during the Contract Period.	Please confirm that the defect liability period for the replaced part or of sub-section shall only remain valid for the remainder of the defect liability period. The defect Liability period till perpetuity is not acceptable. Please confirm Business to seek clarification if any?	The tender conditions shall prevail.
	4.19 4.23 8.5 11.2.4 16.6	Clauses provide that the decision of Engineer shall be final and Binding.	We request that the decision shall be done by a mutual consent and if the parties fail to mutually agree then either party shall have the right to terminate the contract by giving notice of 60 days. Please confirm	The tender conditions shall prevail.

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149	5.8	<p>The Contractor shall indemnify the Employer and the Engineer from and against all claims and proceedings on account of infringement (or alleged infringement) of any patent rights, registered designs, copyright, design, trademark, trade name, know-how or other intellectual property rights in respect of the Works, Contractor's Equipment, machines, work method, or Plant, or Materials, or anything whatsoever required for the Works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works.</p>	<p>Please clarify that the standard exclusions to IPR Infringement will be applicable. Contractor has no obligation for any claim of infringement arising from:</p> <ol style="list-style-type: none"> 1. Contractor 's compliance with or use of Employer's information, technology, designs, specifications or instructions, including those incorporated into the specification. 2. System or product modifications by Employer or a third party. 3. System or product use prohibited by product manuals, datasheets or related application notes. 4. Use of the system with products not supplied by Contractor. 	<p>The tender conditions shall prevail, the clause 5.8 of GCC explicitly clarifies the same.</p>
		<p>The Contractor shall, in the event of infringement of Intellectual Property Rights, rectify, modify or replace at his own cost the Works, Plant or materials or anything whatsoever required for the Works so that infringement no more exist or in the alternative shall procure necessary rights/license so that there is no infringement of Intellectual Property Rights . The Contractor shall be promptly notified of any claim under this Sub- Clause made against the Employer. The Contractor shall, at his cost, conduct negotiations for the settlement of such claim, and any litigation or arbitration that may arise from it. The Employer or the Engineer shall not make any admission which might be prejudicial to the Contractor, unless the Contractor has failed to take over the conduct of the negotiations, litigation or arbitration within a reasonable time after having been so requested. In the event of Contractor failing to act at Engineer's notice, the Employer shall be at full liberty to deduct any such amount of pending claim from any amount due to the Contractor under this Contract or any other Contract.</p>	<p>Please clarify what is meant by rent, traffic surcharges. The following is not applicable for the scope of present contract and hence request deletion of following content from the clause: Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works. Please confirm with respect to the clause below :</p> <p>Employer is requesting for the licenses we seek confirmation that the Intellectual property over the licensed material or deliverables, including software shall rest with Contractor.</p>	<p>The tender conditions shall prevail, the clause 5.8 of GCC explicitly clarifies the same.</p>

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		Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).	(In addition) If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer.	The tender conditions shall prevail, the clause 5.8 of GCC explicitly clarifies the same.
		If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the Employer and the Contractor shall grant to the Employer a non-exclusive irrevocable and royalty-free licence (carrying the right to grant sub-license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use. If the Contractor uses proprietary software for the purpose of storing or utilising records the Contractor shall obtain at his own expense the grant of a licence or sub-licence to use such software in favour of the Employer and shall pay such licence fee or other payment as the grantor of such licence may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.		
177	11.16	The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract, and / or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor. And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. The Contractor shall have no claim for any interest or damage whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.	Requesting deletion of clause on Lien and further request that any money due under this contract shall only be adjusted and the reference to other contract. Please confirm deletion of this clause.	The tender conditions shall prevail.
178	11.19	All damages (including, without limitation, liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the Employer under any provision of the Contract may be deducted by the Employer from monies due to the Contractor under the Contract including, without limitation, and the Employer shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the Employer and the Contractor. When the Contractor has assigned to a third party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third party, the Employer's right to deduct damages (including without limitation liquidated damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the Employer from monies due to the Contractor under the Contract shall be limited to the right expressed above.	Requesting that any money due under this contract shall only be adjusted under this contract and the reference to other contracts be deleted. Please confirm this deletion	The tender conditions shall prevail.

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127 139 140 144 146 149 185	1.10 4.16 4.17 4.32 5.2 5.8 14.1	<p>The Contractor shall indemnify and hold harmless the Employer, the Engineer, representatives and employees from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Contractor, his representative or his employees in the execution of the Works, including professional services provided by the Contractor or in the guarding the same. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:</p> <p>sickness, or disease, or death of, or injury to any person; and (b) loss of, or damage to, or destruction of any property (other than the Works) including consequential loss of use; and loss, damage or costs arising from the carriage of Plant and Materials and/or (c) ownership or chartering of marine vessels by the Contractor, or any sub-contractor of any tier.</p> <p>The Contractor shall also indemnify and save harmless the Employer from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc as detailed out in clause 5.8. All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained. The decision of the Engineer as to compensation claimed shall be final and binding.</p>	<p>We request that indemnity requirement with respect to all these clauses be removed and Contractor shall only be liable to indemnity for IPR infringement indemnity. Please confirm this deletion</p>	The tender conditions shall prevail.
187	14.6	<p>Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the Contract. The total liability of the Contractor to the Employer under the Contract shall not exceed the Contract Price. Except that this Sub-Clause shall not limit the liability of the Contractor:</p> <p>a) under Sub-Clauses 4.18, 4.19, 5.7, 8.6, and Clauses 7.9 and 7.10 b) under any other provisions of the Contract which expressly impose a greater liability, c) in cases of fraud, wilful misconduct or illegal or unlawful acts, d) or in cases of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances.</p>	<p>We request that the exclusions be deleted and provide an all inclusive limitation of liability including indemnity related obligation. The Limitation of Liability shall be Notwithstanding anything mentioned in any part of the tender document or contract the overall liability of Contractor shall not exceed amount paid by Employer for i) the Product; ii) Support during the period of a material breach up to a maximum of twelve (12) months; or iii) the Professional Service; that in each case is the subject of the claim. Please confirm</p>	The tender conditions shall prevail.

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193	17.9	<p>The Arbitration proceedings shall be conducted by the Sole Arbitrator to be appointed or nominated by the MD & CEO, DIMTS Ltd. The Party invoking the arbitration clause shall give a notice of its intention to proceed for the arbitration to MD & CEO, DIMTS Ltd., with copy to other party, requesting for appointment of Arbitrator. Such notice shall provide details for the claims along with the amount therefor and supporting documents. If within 30 (thirty) days of receipt of such notice/intimation, MD & CEO, DIMTS Ltd. fails to appoint arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act. Neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator/s on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in Delhi only. The language of proceedings, that of documents and communication shall be English and the awards shall be made in writing. The arbitrators shall always give item-wise and reasoned awards in all cases where the value of total claims exceeds Rs.1.00 million. The award of the sole Arbitrator shall be binding on all parties.</p>	<p>We request that the Arbitrator shall be appointed by mutual consent or both parties shall appoint one arbitrator each and the arbitrator's so appointed shall appoint the presiding arbitrator. Please confirm</p>	<p>The Arbitration proceedings shall be conducted by the Sole Arbitrator to be mutually appointed by the Parties. The Party invoking the arbitration clause shall give a notice of its intention to proceed for the arbitration to the other Party requesting for appointment of Arbitrator. Such notice shall provide details for the claims along with the amount therefor and supporting documents. If within 30 (thirty) days of receipt of such notice/intimation, the other Party fails to appoint the arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act. Neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matter, whatsoever, relevant to dispute or difference referred to arbitrator. The arbitration proceedings shall be held in Delhi. The language of proceedings, that of documents and communication shall be English and the awards shall be made in writing. The arbitrator shall always give item-wise and reasoned awards in all cases where the value of total claims exceeds Rs.1.00 million. The award of the sole Arbitrator shall be binding on all parties.</p>