



General Bid Bulletin No. 9
04 June 2021

RESPONSES TO CLARIFICATION REQUESTS

IFB No. 21-058-5; South Commuter Railway Project for Package Number CP S-03b; Civil Engineering, Tunnel and Building Works for approximately 6.1km Railway with 4.7km of Underground Railway and 1.4km of at-Grade Railway, including FTI Station and Tunneling Works to connect to MMSP Senate Station

TO ALL PROSPECTIVE BIDDERS:

This General Bid Bulletin is issued to amend/clarify certain provisions in the Bidding Documents for the above-mentioned Project. Please refer to the attached Annexes of this General Bid Bulletin duly approved by the End-user and Co-Implementer for details:

1. **Annex "A"**– CP S03B Responses to Clarification Requests (Batch 2);

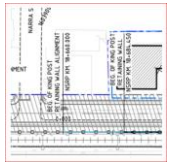
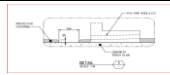
For your information and guidance.

For the Bids and Awards Committee V

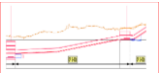
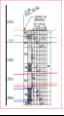

SIGNATURE REDACTED
JULIUS M. SANTOS
Chairperson

*South Commuter Railway Project
Package Number CP S-03b
General Bid Bulletin No. 9
Responses to Clarification Requests*

General Bid Bulletin No. 9
CP S03B Responses to Clarification Requests (Batch 2)

No.	Packages	Vol	Sec	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Final Response
1	S-03B	Vol. 2	Section 6 H Drawings	DRG No. NSRP-DWG-VI403b-RD-3012	At-Grade Mainline Maintenance Road Plan Sta. 18+350 to 19+050		In the referred drawing, BEG. of king post retaining wall alignment is shown as NSRP KM. 18+660.000 and BEG. of king post retaining wall is NSRP KM. 18+684.450. Please kindly provide explanation on the difference of the above two points.	The retaining wall alignment with a beginning chainage at KM. 18+660 is a control line used to determine the levels of existing ground and proposed grade for the whole stretch of the area. From there, the designer established the locations where the retaining walls should be erected.
2	S-03B	Vol. 2	Section 6 H Drawings	DRG No. NSRP-DWG-ATG-ST-4002	At-Grade Schedule of Ground Treatment		In the referred drawing, the table of Schedule of Ground Treatment is stating that the first chainage is from Sta. 18+060 while the demarcation between S-03a and S-03b is Sta. 18+200. Therefore, please kindly confirm that the ground treatment between Sta. 18+060 and Sta. 18+200 is not the scope of S-03b.	Yes, the ground treatment from 18+060 to 18+200 is part of CP S-03a.
3	S-03B	Vol. 2	Section 6 H Drawings	DRG No. NSRP-DWG-LPP-ST-0021-0025	Underground Pedestrian Passageway Construction Sequence Sheet 1 to 5		Please provide the Employer's Requirements including the detailed specification for the Pipe Roofing Method, particularly for chemical injection (mix design, design report, etc.) which is not able to find in the bid document.	The Pipe Roofing Method is for reference only. The Contractor will have to propose method which is subject to the approval of the Engineer.
4	S-03B	Vol. 2	Section 6 H Drawings	DRG No. NSRP-AL-CE-0001	General Alignment Sheet 1/10		In the referred drawing, Canal is located at 22km590m and the Sheet Pile is shown. Please clarify whether this Sheet Pile is existing one.	Yes this is an existing sheet pile
5	S-03B	Vol. 1	Section 2. & General Bid Bulletin No.2	BDS2 & -	ITB 6.5		Bidder downloaded the site data through the download link in General Bid Bulletin No. 2 and found that there are no contents in the following folders. - 05. Resettlement Action Plan - 15. DPWH Structures Interface - 18. Risk Register - Available Land Please clarify.	With regards to the Site Data the following was amended in Bid Addendum 1: The following was removed: - DPWH Structure Interface (Particularly for S-02) - Depot Design Report (S-07) - Location for Procurement of Suitable FFI (S-07) - Tree Cutting / Relocation from PNR / Private Land The following items were added - Hydrology Report - Due Diligence Report on Historic Buildings and Structures - PNR Working Time Table for 2021-2022 - Tree Inventory Survey Data These documents have all been provided to Bidders already In addition the following Site Data will be provided: - Geotech Report CP 03-a - Project Implementation Schedule 05 Resettlement Action Plan will be removed from the Site Data. The following documents will be added to the Site Data when available: - Risk Register - Site Access Delivery Schedule As mentioned in the overview of Site Data, there is currently no further information available regarding the "Available Land" document
6	S-03B	Volume 1	Section 4A		Price Schedule B	B2.4 TUNNEL LIGHTING AND OUTLET	In Price Schedule B, there is mentioning about Tunnel Lighting and Outlet. Please clarify whether this item is included in the Contractor's Design Scope for S-03b package.	This item is included in the Contractor's Design Scope for S-03b package.
7	S-03B	Vol. 2	Section 6 H Drawings				In order for the Bidders to review and further design the works in an efficient and precise manner, please provide the drawings in CAD format.	The CAD Drawings have been released via GBB 6 dated 11 May 2021
8	S-03B	Vol. 2	Section 6 H Drawings	NSRP-ROW-SN-FTI-XXXX	PACKAGE CP S-03b: UNDERGROUND ROW BETWEEN SENATE AND FTI STATIONS		The Bidder cannot identify ROW status in the referred drawings since they are provided in the black and white version. Please provide the colored version.	The CAD Files should provide this insight. The CAD Drawings have been released via GBB 6 dated 11 May 2021
9	S-03B	Vol. 2	Section 6 H Drawings	NSRP-DWG-FTI-AR-3038/3039	PACKAGE CP S-03b: FTI STATION ARCHITECTURAL DRAWING		The referred drawings provide the end chainage for the ground/roof floor of MMSP Rail Track. However there exist discrepancies between the contents. Please clarify. 1) Scope of Work: KM 19+622.555 2) Plan Title: KM 19+622.355 3) Demarcation Line in the Plan: KM 19+480	1) The correct demarcation for the scope of works, KM 19 + 622.355; See Revised Drawing NSRP-DWG-FTI-AR-3038-3039 2) Corrected Plan Title: KM 19+433.355 to KM 19+622.355 3) Demarcation Line in the Plan: KM 19+622.355 The correct Demarcation line should be KM 19 + 622.355 and will be revised in Drawing NSRP-DWG-FTI-AR-3038-3039 in Bid Addenda 2.
10	S-03B	Vol. 2	Section 6 H Drawings	NSRP-DWG-ATG-ST-4201	PACKAGE CP S-03b: AT-GRADE U-TYPE RETAINING WALL DRAWINGS		The Bidder understand that there will be the other Contractor for the Track Works and that the Contractor's scope is limited to the sleeper bed excluding sleepers. Please confirm and provide dimension of the sleeper bed.	The Track Works is under a separate Design & Build Contract. As part of the responsibility for interface coordination, the Contractor shall liaise with the Track Works Contractor for all the interface and detail including the sleeper bed dimension.
11	S-03B	Vol. 1A	Section 4A Bidding Forms – Bill of Quantities	12/91	BILL OF QUANTITIES No. 1 GENERAL REQUIREMENTS		Reference is made to bill item GS113 Utilities Treatment & Utilities Relocation and Protection, annotated as "Included in Bill No. 8". The Bidder understands that the affected utilities shall be relocated by the Government of the Philippines before commencement of the Project, and that only the unexpected utility services which the Contractor may encounter shall be covered by Provisional Sum (Bill No. 11). Therefore, the note shall be read as "included in Bill No. 11". Please confirm.	It is confirmed that the note on the Bill No. 1, Item GS113 should be "Included in Bill No. 11". The BOQ shall be revised for the appropriate modification. Updated BOQ shall be issued as Addendum 2.
12	S-03B	Vol. 1A	Section 4A Bidding Forms – Bill of Quantities	67/91	BILL OF QUANTITIES No. 8 ROAD WORKS (EAST SERVICE ROAD)		Bill item 100(3)a) and 100(4) have the same description: "INDIVIDUAL REMOVAL OF TREES, SMALL". Please advise the difference between them.	In Bid Addenda 1 a Provisional Sum is included for enabling works including tree cutting works. The BOQ will be amended and the respective bill items related to tree cutting/removal works will be removed and issued with Bid Addendum 2.

CP S03B Responses to Clarification Requests (Batch 2)

No.	Packages	Vol.	Sec	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Final Response
13	S-03B	Vol. 1A	Section 4A Bidding Forms – Bill of Quantities	63/91	BILL OF QUANTITIES No. 7 STATION CIVIL STRUCTURE WORKS (UNDERGROUND)		The Bidder found diaphragm wall with 1.5m thickness in the civil drawings but failed to find the corresponding item in the bill no. 7. Please clarify.	The maximum thickness of D-wall is 1.2 m only, please follow BOQ Bill no 7. The Drawing will be amended and issued in Bid Addendum No. 2
14	S-03B	Vol. 1A	Section 4A Bidding Forms – Bill of Quantities	Varies	Varies		The bidder failed to identify the corresponding details for the following bill items due to insufficient description. Please provide the ref. no of drawing to which each item shall refer, and/or further description. (1) 206(1) Precast Cover Precast Concrete Cover to Cable Trough (Type-2) – reinforcement to be included in the unit rate (2) 220(1) Pre-cast Parapet Wall (H=2.0m) (3) 408(3) Structural Steel, Furnished, Fabricated and Erected (4) 408(14) Structural Steel (For Additional Support of Overhead Catenary Contact System) (5) 410 Steel Decking (6) 410(8) Bond File (800mm diameter) (7) 106(2) Aggregate Subbase Course in Stations and Substations	1 & 2) For Item Nos. 206(1) & 220(1) - Please refer to drawing nos. NSRP-DWG-ATG-ST-4204 to 4206 Rev21 which shall be issued with Bid Addendum 2; 3) For Item 408(1) - Please refer to drawing nos. NSRP-DWG-FIT-ST-4401 to 4412 Rev21; Further, Please also refer to drawing nos. NSRP-DWG-FIT-ST-4711, 4716, 4721, 4722, 4771, 4901, 4902, 4921, 4922 & 4941 Rev21.1 which shall be issued with Bid Addendum 2. 4) Item 408(14) is not applicable and shall be deleted from the BOQ. Updated BOQ shall be issued with Bid Addendum 2. 5) For Item 410 - Please refer to drawing nos. NSRP-DWG-FIT-ST-4716, 4721, 4722, & 4756 Rev21.1 which shall be issued with Bid Addendum 2. 6) For Item 410(8) - Please refer to NSRP-DWG-FIT-ST-4601 Rev21. Further, Please also refer to drawing nos. NSRP-DWG-FIT-ST-4602 & 4621 Rev21.1 which shall be issued with Bid Addendum 2. 7) For Item 106(2) - Please refer to NSRP-DWG-FIT-ST-4111 Rev21.1 which shall be issued with Bid Addendum 2.
15	S-03B	Vol. 1A	Section 4A Bidding Forms – Bill of Quantities	Varies	Varies	228(1)e Jet Grouting, 2500mm dia. and 205(2) Soil Improvement (Chemical Injection)	The measurement unit for both BOQ item 228(1)e - "Jet Grouting, 2500mm dia." and 205(2) - "Soil Improvement (Chemical Injection)" is given as "cum" (cubic meter). Please clarify if the unit shall refer to the volume of the injective or the target ground to be treated.	For item 228(1)e - "Jet Grouting, 2500mm dia.", unit rate shall refer to the volume of 2500mm dia and for item 205(2) - "Soil Improvement (Chemical Injection)", unit rate shall refer to the volume of the target ground to be treated.
16	S-03B	Vol. 2	Section 6 H Drawings	NSRP-UT-CE-GN-0002	PACKAGE CP S-03B: CONSTRUCTION PLAN DRAWINGS		In the referred drawing provides the details of the earth retaining at reaching shaft. Your attention is drawn to the concrete wall in front of D-Wall which is shown in this drawing. The Bidder cannot find such structure in other drawings. Please clarify.	The blue line marked in front of the arriving shaft at Senate station is the TBM from T3 station. This will be amended on the drawings to avoid confusion and will be issued with Bid Addenda 2.
17	S-03B	Vol. 2	Section 6 I Specification E-1 Underground Technical Specification (UTS)		2100.33 Requirements for TBM(s)		We refer to the Specification regarding TBM. The referred clause obligates the Contractor to utilize only the TBM which is manufactured and supplied by Japan. However such requirement appears neither reasonable nor beneficial for the project in consideration of the limited pool of Japanese manufacturers and that there are many qualified and competitive manufacturers over the world. In this regard, the Bidder request you to reconsider allowing TBM which manufactured and supplied from other countries in addition to Japan, on condition that the Contractor guarantees to deliver the tunnel with designed quality and performance.	It is possible to propose/procure the TBM from other countries. The Specification will be amended in Bid Addendum 2. Reference is made to Article 5 Eligible Materials, Equipment, and Services as per Volume 1 Section 1.
18	S-03B	Vol. 2	Section 6 H Drawings	NSRP-DWG-ATG-ST-4300-4312	PACKAGE CP S-03B: PACKAGE CP S-03B: ATG-AT GRADE SECTION		The referred drawings are providing the elevation for PNR Railways. Please clarify whether the elevations of the PNR railways in the drawings refer to the existing level or the proposed ones.	The elevations of the PNR Railways are the existing levels
19	S-03B	Vol. 2	Section 6 H Drawings	NSRP-DWG-VIA03B-ST-0302 and 0303	PACKAGE CP S-03B: VIADUCT (03B GENERAL ARRANGEMENT DRAWINGS (ISM 14-600-000) TD 25-418.012)		The drawings detail the elevation of NSRP Tracks but they are not in accordance with those of the elevation data in the general arrangement drawings (NSRP-DWG-VIA03B-ST-0011-0019). Please clarify.	The NSRP ATG Cross Section shown in NSRP-DWG-VIA03B-ST-0302 and 0303 shall be updated according to the elevation data in general arrangement drawings at will be issued with future Bid Addendum.
20	S-03B	Vol. 3	Section 8 The Particular Conditions of Contract (PCC) Part B - Specific Provisions	PCC 14	Part B – Specific Provisions 4.1	When completed, the Works shall be fit for the purposes for which the Works are intended as defined in the Contract	It is acknowledged that the sentence shown on the left column together with "fit for the purpose" is normally stated in contracts for Design & Build to ensure that the responsibility for the design is under contractors who carry out designs. Therefore, we believe that the sentence is not applicable for the Build Only part of Works which design works provided by the Employer, but only applicable for the Design & Build part of Works which the design works to be carried out by the Contractor. Please confirm as to whether the interpretation above is correct or not. If it is correct, please amend the first word "Works" in the sentence into other. (i.e. Contractor's Design)	Part B Specific Provisions Ref. GCC 4.1. The second sentence of the first paragraph shall be amended to read "When completed the Works designed by the Contractor shall be fit for the purposes for which the Works are intended as defined in the Contract"
21	S-03B	Vol. 3	Section 8 The Particular Conditions of Contract (PCC) Part B - Specific Provisions	PCC 22	Part B – Specific Provisions 7.5	Insert the word "Design" after each work "Material" wherever this word is used.	Please confirm that the word, "Design" is only for the part of Works, Design & Build, which the Contractor shall carry out and is included in Contractor Document, but not the designs which the Employer provides.	Yes this is correct
22	S-03B	Vol. 2 Part II	Section 6 General Specifications	GS 99	GS 130.2.3	Professional Indemnity (PI) Insurance	Please confirm that the P.I (Professional Indemnity) to be effected and maintained by the Contractor shall only insure the Contractor's design for part of Design & Build. Moreover, please confirm the design which is provided by the Employer is insured by the Employer's separate P.I.	It is confirmed that the P.I. to be effected and maintained by the Contractor shall only insure the Contractor's design for part of Design & Build.
23	S-03B	Vol. 2	Section 6 H Drawings	DRG No. NSRP-UT-CE-GN-0003	TBM Arrangement (CP S-03B)		There is a discrepancy of TBM underground level between drawings. For instance, in the drawing ref. No. NSRP-UT-CE-GN-0003, TBM profile level is approximately -20.0m at the borehole No. IS-96, while in the drawing ref. No. NSRP-GEO-0002, the TBM profile level at the same borehole is around -10.0m. Please clarify.	The drawing shown in NSRP-GEO-0002 is correct. Please ignore the longitudinal profile shown in NSRP-UT-CE-GN-0003. NSRP-UT-CE-GN-0003 (TBM Arrangement) will be amended and provided with Bid Addenda 2.
24					Geotechnical Plan and Profile (22x400m - 22x700m)			

CP S03B Responses to Clarification Requests (Batch 2)

No.	Packages	Vol	Sec	Page No.	Clause No./Title	Reference Text (if necessary)	Clarification Request	Final Response
25	S-03B	Volume III	Section 8 Part A – Contract Data		8.7&14.15(b) Delay damages for the Works	<p>Five hundredths of a percent (0.05%) of the Contract Price per day for the completion of the whole of Works and for delay in achieving each Key Date for the respective elements of the Works, in the currencies and proportions in which the Contract Price is payable.</p> <p>8.7 "In the event that the Contractor fails to complete to the satisfaction of the Engineer any work by the relevant Key Date as set out in Attachment 1 attached to Part A [Contract Data] of the Particular Conditions of Contract, the Contractor shall pay to the Employer the sum stated in the Contract Data as delay damages for such default for every day which shall elapse between the relevant Key Date and the date upon which the element of the Works related to the relevant Key Date is completed to the satisfaction of the Engineer.</p> <p>Attachment 1 "Summary of Key Dates"</p>	<p>In the circumstance of underground condition, interfaces, worldwide COVID-19 situation, etc., delay damages stipulated in the tender document is quite severe to the Contractor.</p> <p>Therefore, please amend Clause 8.7 & 14.15(b) of Part A - Contract Data, Volume III Section 8 as follows:</p> <p>A1) Twenty-five thousandths of a percent (0.025%) of the Contract Price per day for delay in the completion of the whole of Works, in the currencies and proportions in which the Contract Price is payable.</p> <p>A2) Please replace "Five hundredths of a percent (0.05%)" with "twenty-five thousandths of a percent (0.025%)" in Clause 8.7 & 14.15(b) of Part A - Contract Data, Volume III Section 8. Please confirm that the delay damages of each Key Date shall be calculated as twenty-five thousandths of a percent (0.025%) of the value of the respective elements of the Works. Additionally, for this purpose, the value of each Key Date shall be agreed by the Parties before signing the Contract Agreement. For the avoidance of doubt, the value of the last Key Date is the difference of the value of the whole of the Works less that of all the other Key Dates.</p> <p>Further to the above, please add the following at the end of Clause 8.7 & 14.15(b) of Part A - Contract Data, Volume III Section 8:</p> <p>Notwithstanding the foregoing, if the Contractor successfully achieves the Time for Completion for the whole of the Works on schedule, any delay damages associated with the Contractor's failure to achieve any Key Date for the respective elements of the Works shall be reimbursed to the Contractor.</p>	The Bidders requests are rejected.
26	S-03B	Vol. 3 Part III	Section 8 Particular Conditions of Contract (PCC)		Part B - Specific Provisions PCC 1.1.6.1 Contractor's Documents	<p>The Contractor's Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents described in Sub-Clause 5.6 [As-Built Documents] and Sub-Clause 5.7 [Operation and Maintenance Manuals]. Unless otherwise stated in the Employer's Requirements, the Contractor's Documents shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language].</p>	<p>Please amend the Sub-Clause as below to avoid misunderstanding.</p> <p>The Contractor's Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents described in Sub-Clause 5.6.4.28 [As-Built Documents] and Sub-Clause 5.7.4.29 [Operation and Maintenance Manuals]. Unless otherwise stated in the Employer's Requirements, the Contractor's Documents shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language].</p>	<p>Bidder is correct:</p> <p>The following amendments need to be made and will be included in Bid Addenda 2:</p> <p>The Contractor's Documents shall comprise the technical documents specified in the Employer's Requirements, documents required to satisfy all regulatory approvals, and the documents described in Sub-Clause 5.6.4.28 [As-Built Documents] and Sub-Clause 5.7.4.29 [Operation and Maintenance Manuals]. Unless otherwise stated in the Employer's Requirements, the Contractor's Documents shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language].</p> <p>The requested amendments will be made in Bid Addendum 2</p>
27	S-03B	Vol. 3 Part III	Section 8 Particular Conditions of Contract (PCC)		PCC 4.28 As-Built Drawing		<p>Please amend the Sub-Clause as below to avoid misunderstanding.</p> <p>In addition, the Contractor shall supply to the Engineer as-built drawings of the Works, showing all Works as executed, and submit them to the Engineer for review under Sub-Clause 5.2.1.1.6.1 [Contractor's Documents]. The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other relevant details.</p>	<p>Bidder is correct:</p> <p>The following amendments need to be made and will be included in Bid Addenda 2:</p> <p>In addition, the Contractor shall supply to the Engineer as-built drawings of the Works, showing all Works as executed, and submit them to the Engineer for review under Sub-Clause 5.2.1.1.6.1 [Contractor's Documents]. The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other relevant details.</p> <p>The requested amendments will be made in Bid Addendum 2</p>
28	S-03B	Vol. 3 Part III	Section 7 General Conditions of Contract (GCC)		GCC 19.1 Definition of Force Majeure	<p>In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <p>(a) which is beyond a Party's control,</p> <p>(b) which such Party could not reasonably have provided against before entering into the Contract,</p> <p>(c) which, having arisen, such Party could not reasonably have avoided or overcome, and</p> <p>(d) which is not substantially attributable to the other Party.</p>	<p>The COVID-19 pandemic (including potential future waves and/or mutations of the original virus), its effect on people, on business operations and supply chains, and the Government of the Philippines, Local Government Units, and other governments' response measures (including any legally constituted public authority), are likely to have a critical effect on the Contractor's Works activities and programme ("COVID-19 Effects").</p> <p>Therefore, in order to make a competitive proposal (including time and cost) for the Employer's interest, provisions for the risk allocation of COVID-19 pandemic event, shall be provided in the Contract because current draft of the Contract is not enough regarding COVID-19 event as follows:</p> <p>The Employer (DOOT) will recognize the Contractor's claims for:</p> <p>(a) Extension of Time for delays that the Contractor can demonstrate to the satisfaction of the Engineer were caused by the COVID-19 Effects, including but not limited to complying with instructions from the Employer (DOOT) on COVID-19 response measures;</p> <p>(b) Additional Costs, as defined in the General Conditions of Contract, including for delay, impediment, prevention, disruption, and/or prolongation that the Contractor can demonstrate to the satisfaction of the Engineer were caused by the COVID-19 Effects, including but not limited to complying with instructions from DOOT/PNR on COVID-19 response measures, further including COVID-19-related measures in the Contractor's Engineer-approved Health and Safety Plan, and further including additional financing cost that may be incurred as a result of the COVID-19 Effects, such as security and insurance, provided, that overhead was actually incurred and related to the COVID-19 Effects, and provided further, that in cases covered by sub-clauses 3.3 (Disturbances of Engineer) and 13 (Variations and Adjustments), the additional Cost shall be together with profit; and</p> <p>(c) Additional Costs that the Contractor can demonstrate to the satisfaction of the Engineer are necessary to comply with instructions from the Employer (DOOT/PNR) for COVID-19 acceleration measures, which shall comprise of measures intended to accelerate the realization of Key Dates and/or Completion to offset any Extension of Time that may be caused by the COVID-19 Effects, pursuant to the Contract, including sub-clauses 2.3 (Instructions of Engineer), 3.5 (Determinations), 8.4 (Extension of Time for Completion), 8.5 (Delay Caused by Authorities), 12 (Variations and Adjustments), 12.7 (Adjustments for Changes in Legislation), 19 (Force Majeure), and 20.1 (Contractor's Claims) and subject to observance of the applicable communication obligations under the Contract, such as sending of notices and keeping of contemporary records, with the Engineer taking due regard of all relevant circumstances, including the FIDIC Golden Principles and the extraordinary challenge posed by COVID-19.</p> <p>Otherwise, to alleviate for the Contractor suffering from the situation of pandemic, please at least add the following particular conditions:</p> <p>With respect to the COVID-19 pandemic (including potential future waves and/or mutations of the original virus), if the Contractor suffers delay and/or incurs Cost as a result of this delay, to the extent that such delay is:</p> <p>(i) caused by undertaking additional HSE measures and directives/orders instructed by any legally constituted public authority (which were not existed at the Base Date); and/or</p> <p>(ii) from the Contractor's supply chain.</p> <p>The Contractor shall give 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; and</p> <p>(b) payment of any such Cost plus profit, which shall be included in the Contract Price.</p>	<p>Bidders has to comply with all existing bidding document requirements in relation to Covid-19.</p>