



दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड
DELHI METRO RAIL CORPORATION LTD.

CONTRACT NO.: OCM-2249

**Operation and Maintenance of 01 No. STP and 01 No. ETP & 02 Nos.
R.O. plants of Yamuna Bank Depot in Line-3 of DMRC**

SPECIAL CONDITIONS OF CONTRACT

DELHI METRO RAIL CORPORATION LTD.

**5th FLOOR, C-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI 110001**

Table of Contents

SCC Clause No.	Reference to GCC Sub- Clause No.	Description	Page No.
1	1.1.1.20	Special Conditions of Contract	2
2	4.2.1	Performance Security	2
3	4.5.2 (a) and (b)	Sub-Contractors	2
4	Sub Clause 4.18	Water & Electricity	3
5	6.2 and 11.1.3	Adjust in Contract Price	3
6	6.4	Labour Laws and DMRC Labour Welfare Fund	3
7	6.7	Health & Safety	3
8	8.5	Liquidated Damages for Delay	3
9	10.1	Defect Liability Period	4
10	11.1.1, 11.1.4	Contract Price & Payment & Change in Taxes & Duty	4
11	11.2	Advances	5
12	11.6	Payment- Interim & Final	5
13	15.1	Professional Indemnity Insurance	5
14	15.2	Insurance of works	5
15	15.3	Third Party Insurance	6
16	15.4	Insurance for workers	7
17	15.5	General Requirements of Insurance	7

Special Conditions of Contract (SCC)

S.N.	Clause Pertaining to	GCC Sub-Clause No.	Description
1	Special Conditions of Contract	Sub-Clause 1.1.1.20	The Special Conditions of Contract shall supplement the GCC, if not mentioned otherwise. Wherever there is conflict, the provisions herein shall prevail over those in the GCC.
2	Performance Security	Sub-Clause 4.2.1	Applicable to Works with Maintenance Contracts only: Two separate Performance Securities shall be submitted by the contractor as under: (i) For Works part of contract (ii) For Maintenance part of contract These performance securities will be valid for a period of 6 months beyond their respective Defect Liability Periods (DLPs). For maintenance part of contract, the successful tenderer shall furnish Performance Security for an amount of ten percent (10%) of the annual value of Maintenance Contract. The submission of performance security for maintenance part of contract shall be done at least 2 weeks before the date of the commencement of Maintenance part. The second half of the Performance security for the work part will be released only upon submission of performance security for maintenance part of contract. Applicable to Maintenance Contracts only: The successful tenderer shall furnish Performance Security for an amount of ten percent (10%) of the annual value of Maintenance Contract. This performance security will be valid for a period of 6 months beyond DLP.
3	Sub-Contractors	Sub-Clause 4.5.2 (a) and (b)	The subcontracting of work to any single sub-contractor shall be limited to 50% of the original contract value. Regarding the vendors for individual items provisions in ER shall prevail. In case, the contractor intends to subcontract to any single sub-contractor for more than 50% of the original contract value, the contractor shall obtain prior consent of the Engineer. Notwithstanding any consent to sub-contract given by the Engineer, if in his opinion it is considered necessary, the Engineer shall have full authority to

			order the removal of any sub-contractor from the site or off-site place of manufacture or storage.
4	Water & Electricity	Sub Clause 4.18	GCC sub Clause 4.18 is replaced with the following: A. For works contracts having value more than Rs. 1.00 (One) Crore Wherever feasible, the Employer may provide Electricity and Water on chargeable basis as per procedure order enclosed as Annexure-I & II respectively. This amount shall be deducted from bills of the contractor. B. For DLP/ Maintenance and works contracts having value less than Rs. 1.00 (One) Crore Wherever feasible, the Employer may provide Electricity and Water on non-chargeable basis. Electricity and water will be supplied as per procedure order enclosed as Annexure-I & II except applicability of charges. Note: The contractor shall follow all applicable safety rules and prevalent standards of DMRC to tap Water & Electricity from the nominated and existing points/ places and make his own arrangements for the same.
5	Adjust in Contract Price	Sub-Clause 6.2 and 11.1.3	Adjustment in contract price will be based on the formula defined in BOQ/ Preamble to BOQ, otherwise it will be a fixed price contract.
6	Labour Laws and DMRC Labour Welfare Fund	Sub-Clause 6.4	(i) The contractor shall be responsible for complying with all the applicable laws, rules, and regulations as amended from time to time. (i) The Contractor shall, if required by the Employer, deliver to the Engineer or to his office; a return in detail, in such form and at such intervals as the Employer may prescribe, showing the number of labour employed in different categories by the Contractor for the entire work. The contractor must ensure compliance of all the labour laws including obtaining labour licence and registration of workers with BOCW Board. (ii) In case of death, documents of the deceased worker along with the documents of the dependents of the deceased worker shall be submitted in the office of Engineer In-charge by the agency (As per DMRC Labour Welfare Fund Rules).
7	Health & Safety	Clause 6.7	Clause 6.7 is partially modified. Following words stand deleted from para 1 of the clause: medical staff, sick bay and ambulance service, at the accommodation and
8	Liquidated Damages for Delay	Sub-clause 8.5	Liquidated Damages (LD) for Delay will be applicable to works part of contract only (contracts having works and maintenance parts both) and will not be applicable to maintenance part of contract. LD for delay will not be applicable

			to maintenance contracts. The total contract value used in the GCC sub clause 8.5 for the purpose of levy of liquidated damages on failure to achieve key dates shall mean the 'Original Contract Price of works and DLP' stated in the Letter of Acceptance'. For Maintenance part of contracts and maintenance contracts, performance parameters, KPIs, penalties, ceiling limit on penalties etc. will be as defined in Employer's Requirement.
9	Defect Liability Period	Sub-Clause 10.1	Defect Liability Period shall be as stated in Employers Requirements.
10	Contract Price & Payment & Change in Taxes & Duty	Sub-Clause 11.1.1, 11.1.4	GCC sub Clause 11.1.1, 11.1.4 are replaced with the following: Contract Price & Payment & Change in Taxes & Duty In respect of All Inclusive Contract The Contract Price, subject to any adjustment thereto in accordance with the contract conditions, shall be all inclusive (including all taxes, duties, royalties etc.). Adjustment for Changes in Taxes/Duty: (a) "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender. (i) Any new tax which is imposed and applicable on this work. (ii) Change in the rate of GST applicable to this work, as per GST Act. (b) The contract price shall be adjusted due to any of the above two conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of the work including the extended period of completion where such extension has been granted under Sub clause 8.4.1 of GCC or it is specially mentioned that extension is with adjustment for changes as stated above. (c) If the extension of contract period is on account of contractor's fault under sub-clause 8.4.3 of GCC, no compensation shall be made towards upward revision towards "change in taxes/duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i) & (ii) above. Any benefit on account of downward revision towards "change in Taxes and Duty" as mentioned at Sl. No. (a) (i) & (ii) above during the original contract period or

			extended contract period shall be on employer's account. (d) Any other changes (except on account of Clause (a) (i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause provided in the Contract and in contract where price variation clause is not provided, the impact on any other change (except on account of clause a (i) & (ii) above in existing taxes/ new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price. (e) Also the contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the contract and Indian Rupees from the last date of submission of tender.
11	Advances	Sub-clause 11.2	Not Applicable
12	Payment-Interim & Final	Sub-clause 11.6	As per Employer Requirements
13	Professional Indemnity Insurance	Sub-clause 15.1	Not Applicable
14	Insurance of works	Sub-clause 15.2	Applicable to Works with Maintenance Contracts only: Two separate insurances shall be submitted by the contractor as under: The Insurance cover shall be for a limit of not less than 100% of original contract price for Works & DLP Stated in the letter of acceptance. The insurance shall be effected within 4 weeks of the commencement of works. Insurance for Works & DLP shall be valid till the date of completion of DLP. For Annual contracts of Maintenance, if applicable, the Insurance cover shall be for a limit of not less than 100% of maximum annual contract price during the entire contract term for Maintenance stated in the letter of acceptance unless otherwise defined in Form of Tender (FoT). The insurance shall be effected from the date of the commencement of Maintenance and shall be valid till the date of completion of DLP for maintenance and shall be submitted 2 weeks before the commencement of the first maintenance contract year.

			Applicable to Maintenance Contracts only: The Insurance cover shall be for a limit of not less than 100% of maximum annual contract price during the entire contract term for Maintenance work Stated in the letter of acceptance unless otherwise defined in Form of Tender (FoT). The insurance shall be effected within 4 weeks of the commencement of Maintenance. The insurance shall be valid till the date of completion of DLP for maintenance.
			Not Applicable to Consultancy Contracts
15	Third Party Insurance	Sub-clause 15.3	Applicable to Works with Maintenance Contracts only: Two separate insurances shall be submitted by the contractor as under: The insurance cover shall be for the amount specified in the Appendix-1 of the Form of Tender. The insurance shall be effected within 4 weeks from commencement of works. Contract price for arriving at the amount of insurance shall be the total value of Works and DLP. Insurance for Works & DLP shall be valid till the date of completion of DLP. For Maintenance, if applicable, contract price for arriving at the amount of insurance shall be the maximum annual value during the entire contract term of Maintenance unless otherwise defined in Form of Tender (FoT). The insurance shall be effected from the date of the commencement of Maintenance and shall be valid till the date of completion of DLP for maintenance and shall be submitted 2 weeks before the commencement of the first maintenance contract year.
			Applicable to Maintenance Contracts only: The insurance cover shall be for the amount specified in the Appendix-1 of the Form of Tender. The insurance for first year shall be effected within 4 weeks from commencement of Maintenance. The insurance shall be valid till the date of completion of DLP for maintenance. Contract price for arriving at the amount of insurance shall be the maximum annual value during the entire contract term of Maintenance unless otherwise defined in Form of Tender (FoT).
			Not Applicable to Consultancy Contracts

16	Insurance for workers	Sub-clause 15.4	Applicable to Works with Maintenance Contracts only: Two separate insurances shall be submitted by the contractor as under: The insurance shall be effected within 4 weeks from commencement of works. Insurance for Works & DLP shall be valid till the date of completion of DLP. For Maintenance, if applicable, the insurance shall be effected from the date of the commencement of Maintenance and shall be valid till the date of completion of DLP for maintenance and shall be submitted 2 weeks before the commencement of the first maintenance contract year. Applicable to Maintenance and Consultancy Contracts only: The insurance for first year shall be effected within 4 weeks from commencement of Maintenance. The insurance shall be valid till the date of completion of DLP for maintenance.
17	General Requirements of Insurance	Sub-clause 15.5	General Requirements for Insurances I. First running on account bill and advances such as mobilization advance, plant & machinery advance, material advance etc. shall not be released unless contractor has taken all applicable insurance policies. II. In cases of shortfall in Insurance period, a) If the Employer has not purchased the insurance, the pro-rata insurance premium plus 20% for overheads and profits shall be recovered from the contractor. b) If the Employer has purchased the insurance, then the insurance premium plus 50% for overheads and profits shall be recovered from the contractor. The Contractor shall not dispute the amount of premium paid by the Employer or the overhead charges thereon. III. In case insurance policy of DMRC contract is part of comprehensive policy/ global policy/Umbrella policy the contractor shall submit, a letter from the Insurance company which issued the original policy, stating the following: (a) Specific sum insured for DMRC contract and location (b) Deductible for the DMRC contract both in terms of percentage of claim and minimum amount of claim (c) Specific endorsement for the project. IV. The contractor shall submit following details in all type of insurances (a) Name of Project/Work and its scope as per contract (b) Location where work under contract needs to be done (c) Sum insured

			(d) Period of policy (e) Joint coverage of DMRC in policy (f) Amount of premium paid (g) Receipt of Insurance premiums (h) Deductible under Insurance policy (i) Risks covered (j) Risks excluded V. Final bill shall be released to the contractor after ensuring that all the insurance policies are valid as per the requirements of the contract. VI. In case the contract price exceeds beyond 25% of the original contract price, the contractor shall submit all the insurances as per the revised contract price before the payment beyond the original contract price plus 25% is made.
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