



दिल्ली मेट्रो रेल कॉरपोरेशन लिमिटेड
DELHI METRO RAIL CORPORATION LTD.

CONTRACT NO.: ORM-2253

“Hardware CAMC of RS-10 Simulators (05 No. Driving Simulator, 12 No. Maintenance Simulator and 06 No. General Maintenance Simulator)”

SPECIAL CONDITION OF CONTRACT (SCC)

TENDER DOCUMENTS

DELHI METRO RAIL CORPORATION LTD.
5th FLOOR, C-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI 110001

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SPECIAL CONDITIONS OF CONTRACT (SCC)

S. No.	Reference to GCC Sub Clause No.	Description
1	Sub-Clause 1.4	Contract Agreement The Form of Contract Agreement shall be in the format given in Annexure-6 of ITT.
2	Sub-Clause 4.2.1	Performance Security Within 30 days from date of issue of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security, for an amount of 10 % of the Annual value of Contract price in types and proportions of currencies in which the Contract Price is payable either in the form of a Bank Draft, FDR or in the form of a Bank Guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer. The Performance Security shall be valid up to 6 months beyond the completion period or Defect Liability Period, wherever applicable. The Extension of time for submission of Performance Security beyond 30 (Thirty) days upto 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security. In case the Contractor fails to submit the requisite Performance Security within 60 days from the date of issue of LOA, the Contract may be annulled duly forfeiting Tender Security and other dues, if any payable against the Contract. The failed Contractor shall be debarred not only from participating in re-tender for that work but also in any other tender of DMRC for a period of one year from date of issue of letter of annulment of LOA. The approved form provided in the "Instructions to Tenderers documents shall be used for Bank Guarantee. In case, if Contract is terminated due to Contractor's default in terms of GCC Clause 13.2, the full Performance Security amount shall be forfeited. Short fall amount, if any, shall be recovered by the Employer from monies due to the Contract or under the Contract including, without limitation, and the Employer shall have the power to recover any balance from monies due to the Contractor under any other Contract between the Employer and the Contractor. In case of JV/Consortium, the requirement of Performance Security shall be distributed between/among the members as per their percentage

		participation. The constituent members shall submit Performance Security (as per their % participation in JV / consortium) from their respective bank accounts. Performance Security executed from the bank accounts of JV/Consortium or any other bank account shall not be accepted. In case the Contract value exceeds beyond 25% of the Original Contract Value, the Contractor shall have to submit additional Performance Security as follows: a. If variation amount on plus side exceeds 25% of the Original Contract Value either due to Employer's variation or due to Contractor's variation, the Contractor shall submit additional performance security equal to an amount of 10% of the variation amount exceeding 25% of the Original Contract Value. b. No additional Performance Security will be required to be submitted if the variation amount on plus side is within 25% of the Original Contract Value.
3	Sub-Clause 4.2.3	Release of Performance Security The Performance Security shall become due and shall be paid to the Contractor on signing of the Performance Certificate after the expiry of the final Defect Liability Period as per Clause 10.9 of GCC.
4	Sub-Clause4.18	Electricity & Water Electricity point and water shall be arranged by the employer without any charges. The contractor shall make his own arrangements to tap the Electricity from the nominated and existing sockets/ points. The contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly complying all safety precautions and under following conditions: a) The contractor shall submit full scheme for the requirement of Electricity & water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the contractor shall make his own arrangements/ alternative arrangements. b) The Contractor should make his own arrangements to draw the water from the available water point to the working place without affecting the premises
5	Sub-Clause4.27	Security of the site

		The Contractor shall take all measures necessary to ensure such security, including exercising control over all persons and vehicles which are employed or engaged on the Site or in connection with the Works or the other works comprising the Project and with the security arrangements applicable to any other site within the Project. The Contractor shall arrange the issue of passes for the admission of all persons and vehicles to the Site or to any part thereof and may refuse admission to or remove from the Site any person or vehicle failing to show an appropriate pass on demand to any duly authorised person. If required by the Engineer, the Contractor shall submit a list identifying all persons to whom passes have been issued together with two photographs of each person and all entities to which a pass has been issued in respect of any vehicle and shall satisfy the Engineer of the bonafides of any such person or entity. The Contractor shall not, without the written permission of the Engineer or otherwise in accordance with the Contract, allow access to the Site to any person unless the presence on Site of such person is necessary in connection with the execution of the Works or with the discharge of the duties of any relevant authority. For the purposes of this Clause only, "Site" shall include off-Site places of manufacture or storage and the Contractor's Work Areas and shall include, areas provided to the Contractor by others
6	Sub-Clause 6.4	Labour laws (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	Sub-Clause 7.0	Quality Control FOR OEM Following to be read in conjunction to GCC sub clause 6.7 Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance. The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price. For NON OEM Following to be read in conjunction to GCC sub clause 6.7 Upon the Engineer notifying his consent to the Site Quality Plan, or any supplement thereto, the Contractor shall, adhere to the principles and procedures contained in such document, except where the Engineer gives his consent to any amended or varied version thereof. The Contractor shall cause any sub-contractors to adhere to this Plan. The Contractor shall appoint a suitably qualified and experienced person, not otherwise engaged in the performance of the Contract, to act as manager of the quality assurance system and shall provide such other personnel and resources as required to ensure effective operation of the quality assurance system. The said manager shall carry out audits of the application of the quality assurance system, and ensure effective quality control and delivery of quality assurance.
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		The Contractor shall provide all necessary access, assistance and facilities to enable the Engineer to carry out surveillance visits both on and off the Site to verify that the quality assurance system is being properly and fully implemented. No extra payment shall be made in this regard and the cost of the Work under this element shall be deemed to be included in the Contract Price.
8	Sub-Clause 10.0	Defect liability period During the last 3 months of the contract, DMRC will carry out joint inspection with the contractor. Contractor shall be liable to attend identified defects as per terms of contract. Any equipment, spare, material replaced/ provided during the last 3 months of the contract will be under Defect Liability Period for 3 months after the date of issue of taking over certificate. The final payment of the contractor shall only be released after signing of report after joint inspection.
9	Sub-Clause 11.1 11.1.1. & 11.1.4	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.) 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. .
10	Sub-Clause 11.1.3	Adjust in Contract Price As stated in Employer's requirement
11	Sub-Clause 11.2	Advance Payments No Advance is admissible in this contract.
12	Sub-Clause 11.3	Provisional payment against material at site Not admissible in this contract.
13	Sub-Clause 11.4	Application for interim payment certificates Not admissible in this contract.
14	Sub-Clause 11.6	Payment- Interim & final For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates (including all taxes, duties, royalties etc) as approved in the Bill of

		Quantities. The payment against CAMC/AMC/ARC shall be on basis for Quarterly/Half yearly or as specified in Employer's Requirement only after submission of duly filled preventive maintenance reports & submission of details of breakdown/spares consumed in the format specified by DMRC.
15	Sub-Clause 15	Insurance 1. GCC clause 15.1 is not applicable for this Contract. 2. Replace GCC sub clause 15.2 with the following: Contractor shall insure for all materials in storage until such materials are provisionally handed over to the purchaser. For this purpose the material shall deemed to have been provisionally handed over when service report for satisfactory installation of material is signed by DMRC representative. 3. Following to be read in conjunction to GCC sub clause 15.3 The contractor shall insure against liability to third parties in the joint name of the Employer and the contractor for any loss, damage, death or injury which may occur to any physical property (except things insured otherwise) or any person (except person insured by employer, staff of other contractor working in the premises, contractor's staff) which may arise out of the performance of the contract. The amount of Third Party Insurance for any one incident or all incidents put together, shall be as under: a) For Works with Contract Value up to Rs. 50 Crore: 10% (ten percent) of the Total contract value. b) For Works with Contract Value more than Rs. 50 Crore and up to Rs. 250 Crore: Rs. 5.00 Crore for first Rs. 50 crores plus 5% (five percent) of the remaining contract value (Total contract value minus Rs. 50 Crore). c) For Works with Contract Value more than Rs. 250 Crore and up to Rs. 500 Crore: Rs. 15.00 Crore for first Rs. 250 crores plus 2% (two percent) of the remaining Contract Value (Total Contract value minus Rs. 250 Crore). d) For Works with Contract Value more than Rs. 500 Crore: Rs. 20.00 Crore for first 500 crores plus 1% (one percent) of the remaining Contract Value (Total contract value minus Rs. 500 Crore) subjected to a maximum of Rs.

		25.00 Crore.. 4. Following to be read in conjunction to GCC sub clause 15.4 All of the contractor's employees drawing monthly wages up to Rs.21,000/-or as applicable as per the enhanced limit, shall have to be covered under ESI. The Contractor shall take insurance policy as specified in the Employee's Compensation Act only for those employees who are not covered by ESI.
16	Sub-Clause 17.9 (b)	Arbitration Sub Clause 17.9 b) "The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Sr.GM/Contracts on behalf of MD/DMRC" at the following address: Office of Sr. GM/Contracts, Delhi Metro Rail Corporation Ltd. 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, Tel: 011-23415838.