



**DELHI METRO RAIL CORPORATION LTD.**

**SPECIAL CONDITIONS OF CONTRACT**

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<b>CLAUSE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
1.0	CONTRACT PERIOD	3
2.0	TERMS OF PAYMENT	3
3.0	PENALTY AND DEDUCTION	3
4.0	PRICE VARIATION CLAUSE	4
5.0	STATUTORY ACTS	4
6.0	RESPONSE TIME	4
7.0	ACCIDENTS	5
8.0	TECHNICAL CONDITIONS	5
9.0	QUALIFICATION OF PERSONNEL	5

### **Special Conditions of Contract**

#### **1.0 CONTRACT PERIOD:**

The contract period for execution of above mentioned works is for **03 years** from the date of commencement of work. Work shall be commenced within 07 days from the date of issue of Letter of Acceptance (LOA) or as per instruction of Engineer in-charge.

- 1.1 Tenderer to note that "Letter of Acceptance" to the successful bidder shall be uploaded on procurement portal which can be downloaded by successful bidder.
- 1.2 The contact details of CVO/DMRC are as under;  
Email: [cvodmrc@gmail.com](mailto:cvodmrc@gmail.com)  
Ph. No. - 011-23418406

#### **2.0 TERMS OF PAYMENT:**

- 2.1 The payment will be made based on actual as per the accepted rates based on the actual work carried out as in the Schedule of work (Bill of Quantity) after satisfactorily verified by the users on quarterly basis.
- 2.2 Inspection cum work completion certificate to be submitted along with bill.
- 2.3 Income Tax, Work contract tax and any other applicable taxes are deductible at source while effecting payment of bills at the prescribed percentage as per the orders of the government.
- 2.4 Service tax/VAT, if claimed, will be paid only if the service tax /TIN registration number are mentioned in the bill. In the absence of service tax/TIN registration number, service tax/VAT will not be paid.
- 2.5 Quote PAN on all correspondance, Bills, Vouchers and other documents otherwise TDS at higher of the prescribed rate will be deducted.
- 2.6 Bills, correct in all respect, shall be submitted to DGM/YBD, in duplicate along with the inspection cum work completion certificate issued by respective depot/Line incharge & relevant documents, if any, who will arrange payment through GM/Finance, DMRC
- 2.7 No advance of any type shall be paid.

#### **3.0 PENALTY & DEDUCTION:**

- 3.1 If the Contractor fails to provide satisfactory services as per terms and conditions of the contract, the Employer shall have the right to impose penalty, as it may deem fit and recover/adjust the penalty money from the dues payable to the Agency/ Contractor or the contract may be terminated with the discretion power of Engineer-In-charge.
- 3.2 Penalty for non completion of work or poor quality of work, use of inferior quality of materials etc. will be levied subject to max. Of 10 % of Contract value. The decision regarding Penalty & Imposing Penalty shall be of DMRC.

This is in addition to the proportional amount to be deducted for non-completion or not carrying out the work.

3.3 The firm must maintain a "Zero Accidence Record". In case of any major accident /fatality a penalty of not exceeding 20% of total contract value will be levied. This penalty will be addition to 10% penalty levied for poor performance as per clause no. 3.2

3.4 **In addition to above**, Following deduction shall be made:

3.4.1 A deduction shall be made @ Rs.7000/-per test if mast number not recorded/capture (due to failure/damage of one camera) during current collection test.

3.4.2 No payment shall be made for that test if capturing continuous recording 'of interface point of pantograph and OHE' is not clearly recorded whereas recording of mast number has been done or not.

**4.0 PRICE VARIATION CLAUSE:**

4.1 The price variation clause is not applicable in this contract. The rate quoted shall be inclusive of all taxes, duties and Levis etc.

**5.0 CONFORMITY WITH STATUTORY ACTS, RULES, REGULATIONS, STANDARDS AND SAFETY CODES:**

5.1 The contractor shall be fully responsible for observance of all labour laws and other laws applicable in this matter and shall indemnify and keep indemnified DMRC against effect or non-observance of any such laws. The contractor shall be liable to make all legitimate payment payable to any subscription and contribution payable to any statutory authority under any labour laws and compliance at labour laws and submit proof thereof whenever asked.

5.2 In respect of all labour employed directly or indirectly on the work, the contractor at his own expense shall arrange for the safety provisions to comply with the statutory regulations, BIS recommendations and CPWD codes. The contractor shall provide necessary barriers, warning signals and other safety measures to avoid accident. He shall also indemnify DMRC against claims for compensation arising out of negligence in this respect.

5.3 The contractor shall be responsible to fulfill all statutory liabilities, if any towards his staff such as payment of minimum wages, PF, ESI and any other dues etc. including all amendments issued by the Govt. from time to time. Being a principal employer DMRC may ask to submit documents in original.

**6.0 RESPONSE TIME:**

- 6.1 Video Recording of Current Collection Test work schedule will be intimated / provided to the contractor 18 hours in advance and the activities shall be executed as per advised schedule.
- 6.2 Video Recording of Current Collection Test activities required to be completed during non-operational hours of the trains. The non-operational hours may be from 22.00 hrs to 5.00 hrs. If there is any change in the non-operational hours, the same shall be intimated as and when such timings changes.
- 6.3 Response Time (Max.): 18 hours after the intimation by DMRC representative.
- 6.4 The contractor will have to complete the work within time. Maximum time for Video Recording of Current Collection Test is 7 hrs after starting the work.

**7.0 ACCIDENTS:**

- 7.1 It shall be the sole responsibility of the contractor to adopt all the safety measures & deploy personnel who are adequately trained in safety.
- 7.2 If any accident occurs due to transportation or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor.
- 7.3 If any damage occurs to the structures/ material & equipment the cost of damage will be recovered from the contractor's bill.

**8.0 TECHNICAL CONDITIONS**

- 8.1 The work is to be carried out under the supervision of DMRC representative only.
- 8.2 No T&Ps shall be issued to the contractor.
- 8.3 List of instruments, tools, accessories required in current collection test to be submitted on firm letter head mentioning contract number for arranging the IN and OUT material from depot premises.
- 8.4 The Courts at Delhi shall have the exclusive jurisdiction to try all the disputes pertaining to this contractor.
- 8.5 In the Tender, only minimum number of instruments {i.e. Night vision colour cameras (one for recording of interface point of pantograph & OHE and one for recording the mast number), Digital video recorder, Lighting system for better clarity of stagger, Colour T.V./LCD/LED-21"min.etc.}& necessary required associated accessories for one video recording were mentioned. If more no. of video recording is required at a time then more number of instruments will be required, the same shall be provided by the contractor without adding any extra cost to the contract.

**9.0 QUALIFICATION OF PERSONNEL:**

- 9.1 The personnel deployed for Video Recording of Current Collection Test between metro train pantograph and 25kv OHE contact wire on all Lines of DMRC activities should be qualified and trained in the relevant work.

- 9.2 Only authorized staff of contractor having proper identity card issued by the contractor / firm with counter signed by DMRC official shall be permitted to enter in the premises of DMRC.
- 9.3 Contractor's employees and representatives shall wear Identification Badges (cards), uniforms; helmets, gum boots & other safety/protection wear as directed by In-charge and to be provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
- 10.0** The DMRC shall have the right to make minor alterations/additions/substitution in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorised DMRC representative.
- 11.0** The DMRC General Conditions of Contract are applicable.
- 12.0** **TERMINATION OF CONTRACT:**
- The contract can be terminated by DMRC at any time by giving seven days notice to the contractor, if the performance of the contractor is found to be unsatisfactory.