

SPECIAL CONDITIONS OF CONTRACT

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PART-1

SPECIAL CONDITIONS OF CONTRACT (GENERAL)

1.0 SPECIAL ATTENTION

- 1.1 The Contract will be awarded to the Tenderer whose responsive tender is determined to be the lowest evaluated tender and who satisfies the appropriate standards of capacity and financial resources. Clause 23.0 and 24.0 of "Instructions to Tenderers" may be referred to in this connection.

2.0 RIGHT OF WAY

Right of way (within DMRC land) to the work site will be provided to the Contractor.

3.0 COORDINATION WITH OTHER CONTRACTORS

The contractor for this package shall plan and execute work in coordination and in co-operation with other contractors working for adjacent/other packages,

4.0 SUFFICIENCY OF TENDER

- 4.1 The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender.
- 4.2 The Contractor (Successful Tenderer) shall be paid for only at quoted/accepted rates for the items under DSR 2007, work orders issued as and when required by the competent authority.

5.0 NOTICES AND INSTRUCTIONS

- 5.1 The Contractor shall furnish to the Employer/Engineer the postal address of his office at Delhi / New Delhi. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site or if it has been sent by registered post to the office, or to the address of the firm last furnished by the Contractor.

6.0 SUPPLY OF MATERIALS TOOLS, AND EQUIPMENT BY THE EMPLOYER

- 6.1 No material, tools, and equipment shall be supplied by the Employer. The Contractor has to arrange all tools, equipment ,materials etc. required for the work. The Contractor shall have to identify sources for supply of all materials and get them approved by the in-charge before the use. The Contractor shall submit the sample to the in charge and shall use only after the sample is approved. Nothing extra shall be payable to the Contractor on this account.

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7.0 USE AND CARE OF SITE

- 7.1 The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the incharge.
- 7.2 All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved MCD locations in covered position. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the contractor at his cost. The transportation for disposing the debris shall also be arranged by the contractor.
- 7.3 All surrounding surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.
- 7.4 Necessary permissions/approval of the Employers representative shall be obtained before carryout the work.
- 7.5 **Accidents;** - It shall be the entire responsibility of the contractor to adopt all the safety measures & deploy the personnel who are adequately trained in safety. If any accident occurs within the DMRC jurisdiction while carrying out the works or due to negligence on the part of the contractor's personnel, it shall be the full responsibility of the contractor.
- 7.6 Most of the work to be done during Non-revenue hours (Night hours)

8.0 DUTIES, TAXES, OCTROI, ROYALTY ETC

- 8.1 The rates quoted by the Tenderer for all materials, required to be purchased for the satisfactory performance of this contract, shall be deemed to be inclusive of all duties, taxes, octroi, royalties, rentals etc., where payable except as provided in Clause 7.3 of GCC substituted as per correction slip no.5 to GCC dated 6th June 2005.
- 8.2 As regards Delhi VAT, the tenderer cost should not inclusive the same in their offer price as the same will be reimburse by DMRC on actual against documentary proof based on tax invoice raised by the tenderer as per GCC correction slip No.-06 to GCC dated 3rd October 2005.
- 8.3 The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor's in respect thereof, which may arise.

9.0 SALES TAX CLEARANCE CERTIFICATE

- 9.1 If the Contractor is a Sales Tax / VAT assessee, he should produce a valid Sales Tax / VAT Clearance Certificate before payment of final bill; otherwise, final payment to the Contractor will be withheld.
- 9.2 If the Contractor is not liable to Sales Tax / VAT assessment, a certificate to this effect from a competent Tax authority shall be produced before payment of final bill. Otherwise final payment to the Contractor will be withheld.

10.0 HOUSING FACILITIES (Supplemental to Clause 34.0 of "General Conditions of Contract")

- 10.1 The Contractor shall have to make his own arrangements for housing facilities for his staff

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11.0 ACCESS ROADS AND HAUL ROADS

- 11.1 Existing roads and other public roads may be used by the Contractor to carry out works with prior approval of the competent authority. The Contractor shall pay the statutory vehicle license and permit fees for use of public roads.
- 11.2 The Contractor shall repair any damage to the road or bear the cost thereof due to movement of contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of road authorities as well as of Engineer.

12.0 DEDUCTIONS TO BE MADE FROM CONTRACTOR'S BILL

- 12.1 Tax deduction at source from each on account progress bill shall be made by the Employer as per the provisions of the statutes/ acts of statutory bodies/ local authorities.

13.0 Program of works:

- 13.1 The period of contract is for 365 days from the date of issue of LOA. However the work should be started immediately after issue of LOA by the competent authority as and when required.
- 13.2 The contractor should work round the clock if required. The major activities, which are affecting the commuters / traffic to be done at the non-operational hours.

13.3 Penalty

- 13.3.1** Penalty for non-attending the works within the minimum time as mentioned for the different works after issue of work orders by the competent authority or for the poor quality of works, will be levied at 10% of the individual work orders value subject to max 10% contract value.
- 13.3.2 This penalty shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.
- 13.3.3 The Contractor shall co-ordinate his programme to the extent feasible with the programmes of other contractors to be engaged at the site or in the vicinity of the site, as furnished by the Engineer so that the works can be carryout as per the overall program.

14.0 SECURITY MEASURES

- 14.1 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.
- 14.2 Contractors' employees and representatives shall wear Identification Badges (cards), helmets, gum boots & other safety/protection wear as directed by incharge, 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.
- 14.3 All vehicles used by the Contractor shall be clearly marked with the Contractor's name or

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identification mark.

15.0 ECOLOGICAL BALANCE

15.1 The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall, so conduct his works activities, as to prevent any avoidable destruction, scarring or defacing of natural surrounding in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions.

(a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to works activities, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothed and graded in a manner to confirm to natural appearance of the landscape as directed by the Engineer.

(b) All trees and shrubbery, which are not specifically required to be cleared or removed for works purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's maintenance activities. The removal of trees or shrubs will be permitted only after prior approval by the In charge. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly as practicable, without delay, to their original condition at Contractor's expenses.

(c) In the conduct of works activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control prevent and otherwise minimize air/noise pollution.

15.2 Separate payment shall not be made for complying with provisions of this clause and all cost shall be deemed to have been included in the price in the Bill of Quantities.

16.0 BRIEF SCOPE OF WORK

Brief scope of work is included in Sub-Clause 2.0 of Notice Inviting Tender issued with the tender documents.

17.0 PAYMENT

17.1 For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per Work orders 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 as approved in the Bill of Quantities.

17.2 The contractor shall submit certified copies of vouchers showing quantity of materials brought to site for in charge's record.

17.3 If any activities not carried out as per the work orders the applicable amount will be deducted from the bill. If the work carried out through other agency under the intimation to you and the charges incurred on it will be deducted from the contractor's bill. In addition the applicable

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penalty will be levied as per Clause No.13.3.1 of SCC.

17.4 The payment shall be made on a monthly basis for the activities carried out as per the work orders in a month. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment.

18.0 CONTRACTOR'S OFFICE

The Contractor shall establish an office in the National Capital Territory of Delhi in consultation with the incharge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to incharge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.

19.0 NOISE AND DISTURBANCE/POLLUTION

19.1 All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

19.2 Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

20.0 ADVANCES

No advances shall be paid to the Contractor

21.0 PRICE VARIATION CLAUSE

Price variations clause is not applicable in this contract.

22.0 WATER SUPPLY AND ELECTRICITY

Water supply and electricity will be provide by DMRC if possible as per site condition.