

Delhi Metro Rail Corporation Limited

No. DMRC/20/II-32/2005

Dated : 15th September, 2011

General Conditions of Contract (June, 2011)

Corrective Slip No. 1

Add sub clause (e) to clause 6.4 as under :

6.4 (e) The violation of Labour Laws viz. Contract Labour (Regulation & Abolition) Act, 1970 & Central Rules, 1971 made there under or other applicable Labour Laws under the jurisdiction shall attract following penalties in addition to the penalties imposed by Statutory Authorities in terms of applicable Act/Rules :-

a)	Delay in payment of dues to any workmen	:	₹100/- per day per workman.
b)	Non-compliance(s) of any other provision of labour laws, pointed out by Employer/Engineer or their representative	:	₹5000/- for each non-compliance Informed in writing, under the contract.

The decision of Engineer with regard to the merits of imposition of penalty, determination of non-compliance and amount of penalty shall be final and binding on Contractor. The 'Contract' under this sub-clause shall include any workmen employed by contractor working within premises of Works at Employer's establishment whether directly or through Sub-Contractor etc.

Corrigendum No.1

There is a typographical error in clause 11.1.1 (i) of General Conditions of contract (June, 2011). Please add "***and also***" at the end of line 4 of clause 11.1.1 (i) so as to read the clause 11.1.1 (i) of GCC (June, 2011) as follows :

11.1.1(i) Unless otherwise stated in the Special Conditions of Contract the Contract Price, subject to any adjustment thereto in accordance with the Contract shall be all inclusive (including all taxes, duties, royalties etc.) except Value Added Tax (VAT) paid under Delhi VAT act 2005 where work is done in Delhi and also Value added tax(VAT) paid under other State Govt VAT act if work is done in that state.

This issues with the approval of Competent Authority.


(Jitendra Tyagi)

Chief General Manager/Tender

All HODs & CPMs

Copy to :

DW, DP, DE and DF for information please.

Copy to : OSD for kind information of MD please.

Delhi Metro Rail Corporation Limited

No. DMRC/20/II-32/2005

Dated : 19th September, 2011

General Conditions of Contract (June, 2011)

Correction Slip No. 2

Add sub clause (f) to clause 6.4 as under :

6.4 (f) The contractor shall ensure the registration of all his eligible workers (inclusive of sub-contractors and petty contractors) with BOCW Board.

This issues with the approval of Competent Authority.


(Jitendra Tyagi)

Chief General Manager/Tender

All HODs & CPMs

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Delhi Metro Rail Corporation

No. DMRC/20/II-32/2005

Date: 09.12.2011

General Conditions of Contract (June 2011) Correction Slip No.3

Clause 11.2.1 is changed as under:

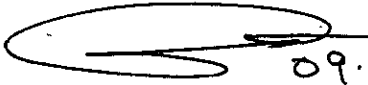
Mobilisation Advance shall be generally 5% of original contract value payable in two equal installments or as mentioned in the Special Conditions of Contract. The first installment shall be paid after mobilization has started and next installment shall be paid after satisfactory utilization of earlier installment.

Mobilisation advance shall be paid interest free against acceptable Bank Guarantee from a scheduled commercial bank in India. The value of Bank Guarantee taken towards security of "Mobilisation advance" shall be 110% of the advance taken by the contractor. The Contractor, once the 50% mobilization advance has been recovered, shall have a one-time option to reduce the Bank Guarantee for the mobilization advance by the amount recovered.

Add sub clause (d) to clause 11.2.4 as under :

11.2.4(d) In case the Contract is terminated due to default of the contractor or rescinded/foreclosed due to any other reason, the contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/rescission/foreclosure of the contract and if the contractor fails to do so due any reason whatsoever, then interest at an interest rate equal to State Bank of India prime lending rate plus 2% per annum or 10% per annum whichever is higher shall be charged on the unrecovered amount of such advances from 16th day onwards till the same is returned by the contractor.

This issues with the approval of the Competent Authority.



(Jitendra Tyagi)

Chief General Manager/Tender

All HODs & CPMs

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Delhi Metro Rail Corporation

No.DMRC/20/II-32/2005

Date 10th January 2013

General Conditions of Contract (June 2011)

Correction Slip No. 4

Clause 17.9 (a) is changed as under:

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is upto Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include DMRC officers for the claims upto Rs.5 million and a panel of five Arbitrators which may also include DMRC officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only who shall act as the Presiding Arbitrator. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in Delhi only. The language of proceedings, that of documents and communication shall be English

This issues with the approval of the Competent Authority.


(S. K. Gupta)
Chief Engineer/Tender

- All EDs, HODs, CPMs
- PD/Kochi and CPM/Jaipur

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DE, DRS, DO, DF, DW, DP and DBD for information please.

Copy to: OSD for kind information of MD please.

Delhi Metro Rail Corporation

No. DMRC/20/II-32/2005

Date: 01.7.2013

**General Conditions of Contract (June 2011)
Correction Slip No.5**

Following changes as highlighted are made in the GCC of June 2011:

1. Clause 11.2.4 (d) is changed as under:

In case the Contract is terminated due to default of the contractor or rescinded/foreclosed due to any other reasons, the contractor shall return the unrecovered amount of all advances within 15 days of issue of notice of termination/rescission/fore closer of the contract and if the contractor fails to do so due to any reason whatsoever, then interest at an interest rate equal to State Bank of India **Base Rate plus 3% per annum or 12% per annum**, whichever is higher, shall be charged on the unrecovered amount of such advances from 16th day onwards till the same is returned by the contractor.

2. Clause 11.2.5 is changed as under:

Should there be delay in the progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the date of completion stipulated in the Contract, then the interest to be charged from the Contractor on the remaining portion of the advance beyond the original completion date specified in the Contract, shall be the State Bank of India **Base Rate plus 3% per annum or 12% per annum**, whichever is higher.

This issues with the approval of the Competent Authority.


Chief Engineer/Tender 1/7/13

All EDs, and HODs
PD/Kochi, CPM/Jaipur
Company Secretary

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Delhi Metro Rail Corporation

No.DMRC/20/II-32/2005

Date : 09.07.2015

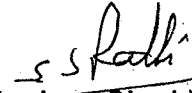
General Conditions of Contract (June 2011)

Correction Slip No. 6

Sub: Recovery of Advances

S.No.	Clause	Existing	Amended
1	Recovery of Advances 11.2.4 (a)	The recovery of Advances shall commence when 20% of the original contract value of the work has been paid and it will be completed by the time 85% of the Contract Value has been paid or the original completion whichever is earlier.....	The recovery of Advances shall commence when 20% of the original contract value of the work has been paid and it will be completed by the time 85% of the <u>Original</u> Contract Value has been paid or the original completion whichever is earlier.....

This issues with the approval of the Competent Authority.


(Sahadeva Singh)
ED/contracts

All HODs & CPMs

PD/Kochi, CPM/Jaipur

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