

## TERMS AND CONDITIONS OF CONTRACT

### (B) Special Conditions of the Contract

#### 1.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance / work order
- 3) Notice Inviting Quotations
- 4) Instructions to Tenderers
- 5) Appendix to Terms and Conditions
- 6) Form of Quotation/Bid
- 7) Priced Bill of Quantities
- 8) Any other document forming part of contract as may be specified in contract agreement

#### 2.0 MOBILISATION ADVANCE

No mobilization advance shall be paid to the Contractor.

#### 3.0 SITE SPECIFIC DATA

The Main work "Detailed Design Consultancy Services For **Corridor 1** From Sarthana Dead End (Ch: -450m) To End Of Ug Ramp (Ch: 3950m), **Elevated Viaduct, Elevated Station (4 Stations)** Including Viaduct Portion Within The Stations And Transition Spans On Either Side Of The Stations" (Ii) "Detailed Design Consultancy Services For **Corridor 2** From Bhesan Dead End (Ch: -949.63m) To Saroli Dead End (Ch: 17791.9m), **Elevated Viaduct, Elevated Station (18 Stations)** Including Viaduct Portion Within The Stations And Transition Spans On Either Side Of The Stations & Depot At **Bhesan**" is Meant for SURAT METRO Detailed Design scope to be deliverable at Surat.

In Connection with Surat Metro Rail Project, Phase -I On behalf of DDC, the BIM Consultant shall implement BIM system for executing and delivering the services set out in this Agreement. Building Information Modelling (BIM) uses computing power and systems to create 3D models of all kind of buildings and infrastructure, with information about its design, operation and current condition. At the planning and design stage it enables designers, owners and users to work together to produce the best possible designs and to test them virtually before they are constructed. During construction, it enables GMRCs, contractors and suppliers to integrate all components cutting out waste and reducing the risk of errors. In operation it provides users with real-time information about available services and facility managers with accurate assessments of the condition of assets. All station designs (including architectural design, structure design, E&M services design, interior fit outs, plumbing design etc.) and viaduct designs/proof checking shall be done using BIM modelling.

#### 4.0 LABORATORY

DELETED

#### 5.0 GOODS & SERVICE TAX ON WORKS CONTRACT (Ref.: Terms and condition of contract (A) G.C.C. Clause '56.0', '57.0', '62.0' and '64.0')

The Contractor shall be registered with the concerned Goods and Service tax Department of the relevant state(s) of the project and submit a copy of the same to the

Employer/Engineer. He shall be responsible for filing GST returns and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time.

Tentative drawings of the work (sitting plan) is being provided with this tender document. The contractor shall have to develop detailed design and Good for construction drawings/ sitting drawing for the approval of DIMTS

## **6.0 COMPLETION PERIOD**

The work is required to be completed within a period as specified in Phased Manner depicted in the Appendix to terms and condition from the date of commencement as mentioned in the Letter of Acceptance/ work order. The work shall be completed in phased manner as specified in the Appendix to terms and condition.

The work has to be executed in co-ordination with other agencies working on or along the project.

In case of any delay in the completion period, the extension of the same shall be dealt as per the clause 49.0 of terms and condition of contract (A) General Conditions of the contract.

## **7.0 DEFECT LIABILITY PERIOD**

The defects liability period shall be 12 months from the date of completion of works and 24 months from Date of LOA from DIMTS.

## **8.0 Employment of sub-contractors (Ref. Clause no. 13 of Terms and Condition of Contract (A) GCC)**

NOT APPLICABLE

## **9.0 Work Programme & Methodology (Ref. Clause 15 of Terms and Condition of Contract (A) GCC)**

The Contractor shall submit work programme & Methodology within 7 (Seven) days of the date of receipt of the Letter of Acceptance/ work order, submit to the Engineer for his consent six copies of a programme, for the execution of the work.

The programme shall conform to and satisfy the requirement of Technical Specifications.

Unless otherwise agreed, the programme shall generally be based on the programme submitted with the Bid and shall include:

- (i) A detailed method statement defining the Contractor's methodology for construction backed with his proposals for construction equipment planning and deployment duly supported with broad output calculations and details of the quality control procedures proposed to be adopted, justifying his capability of achieving the completion of work in accordance with the stipulated period of completion. The method statement shall conform and satisfy the requirement of Technical Specifications.
- (ii) DELETED.
- (iii) A CPM/PERT analysis of all major activities from commencement of deliverables till completion.
- (iv) A separate time based monthly programme indicating the Contractor's proposals for the purchase, long term lease, or hire of equipment throughout the duration of the Contract.
- (v) A quality assurance plan (QAP) covering all aspects of the work to be adopted for this work to ensure the desired quality. The procedure shall conform to and satisfy the requirement of Technical Specifications. QAP shall be submitted to the Engineer for his consent.

If the work programme submitted by the Contractor is deemed in any way incomplete or unacceptable by the Engineer/Employer, the Contractor shall be given 7 days to revise and resubmit it to the Engineer's satisfaction.

**10.0 Access Route ( Ref. Clause 17 of Terms and Condition of Contract (A) GCC)**

**NOT APPLICABLE**

**11.0 Protection of environment (Ref. Clause 25 of Terms and Condition of Contract (A) GCC)**

**NOT APPLICABLE**

**12.0 Safety and security of works (Ref. Clause 26 of Terms and Condition of Contract (A) GCC**

NOT APPLICABLE

**13.0 Quality Control**

Within 10 days of the issue of the Letter of Acceptance, the Contractor shall submit to the Engineer, for his consent, his proposed Quality Assurance Plan of all deliverables. Any supplement to the Quality Assurance Plan shall be submitted at least 7 days before commencement of the relevant design activity.

Upon the Engineer notifying his consent to the Quality Assurance Plan of related Deliverables, or any supplement thereto, the Consultant 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.

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.

**14.0 Submission of documents to the Engineer**

The Contractor shall submit drawings and documents, as required by the Contract, to the Engineer in accordance with any submittal schedule agreed with the Engineer. This submittal shall be made sufficiently before the Works are to be carried out to give the Engineer and the Employer reasonable time to examine the drawings or other documents, to prepare comments and for any changes to be accommodated by the Contractor.

Where the consent of the Engineer is required, the Engineer shall notify the Contractor in writing of his decision either within such period as may expressly be stipulated in the Contract or otherwise within a reasonable time.

If the Engineer has reasonable cause for being dissatisfied with the proposals set out in the Contractor's drawings or documents, the Engineer shall, within a period of 10 days from the date of submittal, require the Contractor in writing to make such amendments thereto as the Engineer may consider necessary. The Contractor shall make and be bound by such amendments at no additional expense to the Employer and shall resubmit the amended drawings or documents for Engineer's consent.

Within 7 days of notification of the Engineer's consent the Contractor shall provide the Engineer with the type and number of sets of the relevant drawings or documents as required.

Should it be found at any time after notification of consent that the relevant drawings or documents do not comply with the Contract or do not agree with drawings or documents in relation to which the Engineer has previously notified his consent, the Contractor shall, at his own expense, make such alterations or additions as, in the opinion of the Engineer, are necessary to remedy such non-compliance or non-agreement and shall submit all such varied or amended drawings or documents for the consent of the Engineer.

**15.0 Statutory Requirement (Ref. Clause 12.4 of Terms and Condition of Contract (A) GCC)**

**DELETED**

**16.0 Progress / Status Reports**

The Contractor shall submit Progress Reports on regular basis (Daily/Weekly/Monthly). The reports shall include information in regard to physical, financial progress, manpower, material, machinery and other resources deployed, safety etc., in the formats including photographs as desired by the Engineer.

**17.0 Items not included in the bill of quantities (Ref. Clause 59 of Terms and Condition of Contract (A) GCC)**

Read the clause 59.1 as "If any item of work not provided for in the accepted Bill of quantities and required to be executed for completion of work, the Contractor on receipt of instructions from the Engineer, shall be bound to carry out such items of work at the rates to be mutually decided as per DIMTS Norms. If such extra item is not available in DSR then the rate shall be decided as per sub-clause 59.2 and 59.3.

**18.0 Payment**

No On-account bill of gross value less than Rs. 10 (TEN) lacs shall be submitted by the Contractor.

**APPENDIX TO TERMS AND  
CONDITIONS**

DESCRIPTION	Reference Clause
<p><b>Name of Work:-</b> Implement BIM Integrated designs for developing Detailed Design Drawings &amp; Deliverables for 22 nos Stations, Interchange Stations &amp; One Depots of Surat METRO DDC works of DIMTS LIMITED.</p>	<p><b>1.1 of</b> Instructions to Tenderers</p>
<p><b>Employer:-</b> <b>Delhi Integrated Multi-Modal Transit System Limited(DIMTS)</b> <b>8 th Floor- Block-01, Delhi</b> <b>Technology Park, Shastri Park,</b> <b>Delhi, 110053</b></p>	<p><b>1.3(a) of</b> Instructions to Tenderers</p>
<p><b>Scope of Work:-</b> ‘Scope of Work &amp; Site Information’ given in Technical Specifications as per TOR of BIM work of Bid Document.</p>	<p><b>1.5 of</b> Instructions to Tenderers</p>
<p><b>Approximate Estimated Cost of the Work:-</b> Rs. 1.5 crores</p>	<p><b>1.6 of</b> Instructions to Tenderers</p>
<p><b>Amount of Earnest Money :</b> 1(One) Lacs <b>In case EMD is submitted in the form of Pay Order/Demand Draft, the same shall be payable at:-</b>  Delhi / New Delhi</p>	<p><b>9.1 of</b> Instructions to Tenderers</p>
<p><b>Period of Validity of Quotation:-</b>  90 days.</p>	<p><b>10.1 of</b> Instructions to Tenderers</p>
<p><b>Period of Completion:-</b>  Total Nine ( 12 ) months as Phase-01 ( 4 Stations within 60 Days ), Phase-02( 11 stations within 90 Days) Phase-02( 7 stations &amp; One Depot within 90 Days) As Phased Delivery Schedule and 90 days for Modification of previously delivered designs.</p>	<p><b>6.0 of</b> Special Conditions of Contract</p>