

GENERAL CONDITIONS OF CONTRACT (GCC)

Setting up of AMRIT Pharmacy at
Safdarjung Hospital, New Delhi
Interior, Electrical and Other Services Works

Name of Work:

Setting up of AMRIT Pharmacy at Safdarjung Hospital, New Delhi -
Interior, Electrical and Other Services Works

Employer : HITES, B-14A, Sector-62, NOIDA-201301.

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| 1. | Security Deposit | On acceptance of the work order, contractor shall furnish within three days the security deposit in the form of DD drawn from a Scheduled Bank for an amount equal to 5% of the total contract price or Bank Guarantee on approved performa from a scheduled bank for faithful execution of the contract. The security deposit should be valid till successful completion of the contract and will be released after acceptance of completed work by the HITES. EMD deposited will be adjusted towards Security deposit. |
| 2. | Retention Money | In addition to security deposit, 5% of the work done will be retained from each bill which shall be released only after the defect liability period of 12 months is over. No interest shall be paid on retention amount. |
| 3. | Applicability of Rates | The rates quoted should be all inclusive and shall be include for all duties, levies and taxes including Sales Tax, Turnover Tax, Sales Tax on Work Contract, VAT, Service Tax, ESI, EPF, Excise Duty, Octroi and any other Tax and Duties or any levies levied by the Central Government or any State Government or Local Authorities, as applicable. The employer shall entertain no claim in respect of any Taxes and Levies. All Statutory deductions like Income Tax, Works Contract Tax etc shall be made from the Bill. |
| 4. | No Escalation | The successful tenderer is bound to carry out any items of work necessary for completion of the job even though the same may not have been included in the Bill/Schedule of Quantities. The quoted rates shall remain firm and no escalation shall be considered and paid on these rates till the entire work is completed satisfactorily and handed over to the employer. |
| 5. | Rates | Rates quoted shall include for all heights, depths, cartage, taxes & leads unless otherwise specified in schedule of quantities. |
| 6. | Payment of Bills | The contractors shall submit their Running Bills (RA) along with detailed measurement. On completion of work, the contractor shall submit the final bill. The payment against final bill shall be made within 30 days of date of receipt of complete bill with necessary documents and measurement sheets. |
| 7. | Damage for non-completion | If the contractor fails to complete the works and clear the site on or before the dates fixed for completion he shall without prejudice be liable to pay Liquidated Damages (LD) @ 0.50% of the contract for everyday that the whole or part of the work remains incomplete. However, the total amount of LD shall not exceed 10% of the contract value. |

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| 8. | Default of Contractor | If the contractors fails to complete the work within the stipulated time in spite of notice to complete the work within the stipulated time period or extended time period, then the contract shall be terminated by giving 7 days Notice to the contractor and the unfinished works shall be got completed by the employer through any means, at the risk and cost of the contractor. |
| 9. | Site organization | The contractor shall provide adequate qualified supervisory personel at site for supervision and timely completion of the work. |
| 10. | Specifications | The work shall be carried out as per standard practice. |
| 11. | Shop Drawings | Contractor will submit the shop drawings for all the interiors within 5 days from the date of LOA and prior approval from the Engineer-incharge to be taken. |
| 12. | Labour Laws | The contractor shall comply with all Local & Central Labour laws and shall be responsible for all matters related to Labour. |
| 13. | Termination of contract by Employer | If the contractor has abandoned the work or failed to proceed with the works with due diligence, the employer shall terminate the work and get the same executed at the risk and cost of the contractor after giving Seven days Notice and recover the excess expenditure incurred for execution of balance jobs from any money, due to the contractor. |
| 14. | Settlement of Disputes & arbitration | All disputes or differences arising out of the notified claims of the contractor and all claims of HITES shall be referred to Chairman and Managing Director, HLL Lifecare Ltd. and decision of C&MD shall be final and binding on both the parties. |
| 15. | Tender Drawings | Drawings are available at the Office of HITES. Contractor can inspect these drawings from the office of employer on any working day and are also attached tender documents |
| 16. | Quantities | The quantities given in attached Schedule of Quantities are approximate only & can vary upto any extent (+/-). The contractor will have no claim whatsoever on account of increase or decrease in quantities. |
| 17. | Defect Liability | The defect liability of the work shall be 12 months from the date of completion of the work as certified by the Engineer-In-Charge. |
| 18. | Extra/substituted items | In case of extra items whether altered or substituted, for which similar rates exist in the contract, the rates for extra items shall be derived from the agreed rates. In case of extra items which cannot be derived from above method, the rates shall be determined on the basis of market rates prevailing for materials and labour and allowing overheads and contractor's profit of 15% (Fifteen <i>Percent only</i>) |
| 19. | Discriminatory power | HITES does not bind itself to accept the lowest or any bid and reserve the right for accepting the whole or any part of the bid and have its discriminatory power to award of whole/part work one or more bidder |
| 20. | Water and Electricity | Water & Electricity: Contractors shall make their own arrangements for water and electricity. |