

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

Setting of Prefabricated light weight structure for AMRIT PLUS at Lady Hardinge, Ram Manohar Lohia and Safdarjung Hospitals New Delhi

**Name of Work:**

Setting of Prefabricated light weight structure for AMRIT PLUS at Lady Hardinge, Ram Manohar Lohia and Safdarjung Hospitals New Delhi

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

**General Conditions:**

1.	Cost of Tender Documents	Nil
2.	Downloading of bid documents	29.01.2015 to 02.02.2016
3.	Issue of Corrigendum if any	01.02.2016 by 12.00 hrs
4.	Last date and time of submission of completed	02.02.2016 by 12.00 hrs in a sealed box at HLL Lifecare Ltd , B-14A, Sector 62, Noida in a sealed envelope
5.	Date and time of opening of Bids	02.02.2016 by 12.30hrs
6.	Period of signing of Contract Agreement	Three days from issue of Work Order
7.	Period of Completion	15 days after issue of Work Order
8.	Earnest Money Deposit (EMD) & Required Documents	<p>For LHMC Rs. 16,000 (Rupees Sixteen Thousand <i>Only</i>)  For RML Rs. 23,000 (Rupees Twenty Three Thousand <i>Only</i>)  For SAF Rs. 21,000 (Rupees Twenty One Thousand <i>Only</i>)  by DD drawn in favour of HLL Infra Tech Services Ltd. (HITES), payable at New Delhi/Noida.</p> <p><i>Tenders not accompanied by EMD will be summarily rejected. In case of successful bidders, EMD will be adjusted towards security deposit / retention money / EMD of unsuccessful bidders will be released after award of work.</i></p> <p><b>Required Documents: PAN No.; Sales/VAT Tax Registration Certificate</b></p>
9.	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.
10.	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

General Conditions of Contract (GCC)

		period of 12 months is over. No interest shall be paid on retention amount.
11.	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.
12.	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.
12	Rates	Rates quoted shall include for all heights, depths, cartage, taxes & leads unless otherwise specified in schedule of quantities.
13	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.
14	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.
15	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.
16	Site organization	The contractor shall provide adequate qualified supervisory personel at site for supervision and timely completion of the work.
17	Specifications	The work shall be carried out as per standard practice.
18	Structure stability	The structure and roof shade etc. shall be strictly water proof and capable to survive wind speed of 100km/hr. All gaps shall be sealed at edges, seams, bottom sills etc to prevent ingress of insects, moisture etc. Entire metal structure, pipes and its parts shall be painted with two coat of red oxide primer after surface preparation as approved

General Conditions of Contract (GCC)

19	Labour Laws	The contractor shall comply with all Local & Central Labour laws and shall be responsible for all matters related to Labour.
20	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.
21	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.
22	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
23	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.
24	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.
25	Extra/substituted items	<p>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.</p> <p>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% (<i>Fifteen Percent only</i>)</p>
26	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
27	Water and Electricity	Water & Electricity: Contractors shall make their own arrangements for water and electricity.

General Conditions of Contract (GCC)

28	Secured Advance	<p>Secured Advance on the materials brought to site will be made to the contractors for items which are to be used on the work. The secured advance will be paid upto an amount not exceeding 75% of the value of materials as assessed by the Engineer-in-charge or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of work whichever is lower. Payment of such advances shall be made on the certificate of Engineer-in-charge as per standard practice.</p> <p>a) The quantities of materials upto which the advances are made have actually been brought to site.</p> <p>b) Full quantities of materials for which advances are to be made are required for use in the works.</p> <p>c) The quantity of materials is as per desired specifications.</p>
29	Insurance	<p>The contractor shall at his own expenses take contractor's All Risk Insurance (CAR) Policy of amount 110% of the contract value; jointly in the name of HLL Infra Tech Services Ltd. (HITES). The Insurance shall be valid till satisfactory completion of the work. The original copy of Insurance Policy shall be deposited with the employer. The employer shall be the principal beneficiary. The contractor shall also take 3<sup>rd</sup> Party insurance to safeguard any property or and any person including employer's representatives</p>

*Note: Contractor may submit bid for one or all the three locations.*