

GENERAL CONDITIONS OF CONTRACT (GCC)

**Setting up of AMRIT Pharmacy at AIIMS-PATNA
Interior, Electrical and Other Services Works**

Name of Work:

**Setting up of AMRIT Pharmacy at AIIMS-PATNA
Interior, Electrical and Other Services Works**

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

1.	Security Deposit	On acceptance of the work order, contractor shall furnish within seven 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 Account Bills (RA) for payment along with detailed measurement, against the work done. Interim / Adhoc payment may be made based on the quantities as per BOQ/drawing and assessment of work by Engineer –in-Charge. 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.
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

General Conditions of Contract (GCC)

		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 personnel 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 to submit the shop drawings, wherever necessary within 5 days from the date of LOA and prior approval from the Engineer-in-charge 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 Variation	The quantities given in attached Schedule of Quantities are approximate and can vary up to any extent (+/-). The contractor will have no extra claim whatsoever on account of increase or decrease in quantities and shall be executed as per quoted rates.
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.