

**GENERAL TERMS & CONDITIONS**

1. The Principal Employer reserves the right to cancel the contract agreement or to withhold the payment in the event of non commencement or unsatisfactory performance of the work contract. In such eventuality Principal Employer further reserves the right to get the work done from open market or through some other agency. Contractor will be black listed in the department for a period of 4 years from participating in such type of tender & his earnest money / security deposit may also be forfeited if so warranted.
2. Any person who is in Government Service or an employee of the department should not be made a partner to the contract by the contractor directly or indirectly in any manner whatsoever.
3. The contract is awarded for a period of one year from the date of the issue of the rate contract and after the expiry of the said period of contract, the period of contract may be extended for one more year on mutual consent on the same rates and terms and conditions at the discretion of the Principal Employer or at the terms settled mutually in writing.
4. The Principal Employer reserves the right to terminate the contract without assigning any reason by giving to the contractor one calendar months notice of its intention to do so and on the expiry of the said period of notice, the contract shall come to an end without prejudice for any right of remedy that may be accused to other party by reason of any incident
5. In case the contractor fails to provide the medical gases within the stipulated time in the agreement or there is a breach of any terms and conditions of the contract: Pr. Employer reserves the right to impose the penalty as detailed below
  - a) 2% of cost of order / agreement per week, up to 4 weeks delay.
  - b) After 4 weeks delay Principal Employer reserves the right to cancel <sup>12</sup>the contract and withhold the agreement and get this job carried out through other agencies agencies empanelled with them. The defaulting contractor will be blacklisted as per clause stated in (1) above and the difference if any will be recovered from the contractor.
  - c) The security deposited by the contractor shall be forfeited.

Note: Attention is invited to relevant paras in this regard to the penalty for the unsatisfactory work and delays. The penalty clauses will be strictly imposed for unsatisfactory work or

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failure to complete the work within schedule time.

6. The individual signing the quotation form or any document forming part of the contract on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favor stating that he has authority to bind other such person of the firms as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time, the Government may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable to all costs and damages. In case of registered or unregistered Partnership Firm, all the partners should sign the quotations. In case any person signing the agreement on behalf of limited Company or firm, he will produce letter of authority /resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.

7. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract : agreement , or otherwise the matter shall be referred to the Arbitrator as appointed by the Lt. Governor, of Delhi . Courts at Delhi / New Delhi shall have jurisdiction in connection with any dispute / litigation arising out of this contract.

11. That the contractor shall furnish security in the form of FDR of an amount of Rs 25,000/- in favor of Dean M.A.M.C., New Delhi valid for one year and no interest shall be paid by the department in this regard.

8. That the contractor shall not engage any sub- contractor or sublet / transfer the contract to any other agency / person in any manner.

9. The contractor shall seek instructions from Pr. Employer or any officer authorized by him for the purpose hereinafter referred to as Authorized Officer.

10. The contractor shall also be fully responsible for any loss of material & property etc. of the Chacha Nehru Bal Chikitsalaya attributable to the negligence of during replacement/supply of Medical gases in complying with the prescribed procedure. All such losses suffered by the Chacha Nehru Bal Chikitsalaya on this account are compensated in full by the contractor. The decision of Principal Employer in this regard shall be binding on the contractor.