



**KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LIMITED  
BENGALURU**

**KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD  
TENDER INVITATION  
FOR**

**CIVIL WORK PHASE-III**

**OF 7 ACA (API) PROJECT**

**AT VIKRAM UDYOGPURI INDUSTRIAL AREA, UJJAIN (M.P.)  
DOC NO. : KAPL/BDP/SR/1486**










**Project Consultant:  
Doshi Consultants Pvt. Ltd.**

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DOCUMENT NO.	REV.NO.	DATE
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For Doshi Consultants		For Karnataka Antibiotics and Pharmaceuticals Ltd		
Prepared by	Reviewed by	Checked by	Reviewed By	Approved by
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 <b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LIMITED BENGALURU</b>  <b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD</b>	<b>TENDER DOCUMENT FOR CIVIL WORK PHASE-III</b>	  <b>DOSHI CONSULTANTS PVT. LTD.</b>
<b>Location : VUL, UJJAIN</b>	<b>Doc No.: KAPL/BDP/SR/1486</b>	<b>CIVIL WORK PHASE-III</b>

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## 1. BIDDING SCHEDULE

SCHEDULE															
RFP Issuance Date	04/10/2023														
Last Date for Submitting Queries	12/10/2023 at 18:00 hours														
Pre Bid meeting	13/10/2023 at 14:00 hours Through Video Conference Link will be available one day prior to pre-bid meeting at <a href="http://www.kaplindia.com">www.kaplindia.com</a> .														
Email for prebid queries	7acaproject@kaplindia.com/projects@doshicon.com														
Last Date of Bid Submission	06/11/2023 at 18:00 hours														
Opening of Technical Bids	07/11/2023 at 14:00 hours														
Bid Validity	120 days from the last date of submission of Bids														
EMD	<p>Rs 11,00,000/- (Rupees Eleven Lakhs) Indian Rupees or equivalent foreign currencies in the form of BG or DD.</p> <p>Bank details are as under:-</p> <table> <tr> <td>Bank Name:</td><td>State Bank of India</td></tr> <tr> <td>Address of Bank:</td><td>Local Head Office Complex, 2nd Floor Above SPB Branch St .Marks Road, Bengaluru-560001.</td></tr> <tr> <td>Account Holder Name:</td><td>Karnataka Antibiotics and Pharmaceuticals Ltd</td></tr> <tr> <td>Bank Account No.:</td><td>10503342610</td></tr> <tr> <td>Swift Code:</td><td>SBININBB704</td></tr> <tr> <td>MICR Code:</td><td>560002139</td></tr> <tr> <td>Bank IFSC Code:</td><td>SBIN0011349</td></tr> </table>	Bank Name:	State Bank of India	Address of Bank:	Local Head Office Complex, 2nd Floor Above SPB Branch St .Marks Road, Bengaluru-560001.	Account Holder Name:	Karnataka Antibiotics and Pharmaceuticals Ltd	Bank Account No.:	10503342610	Swift Code:	SBININBB704	MICR Code:	560002139	Bank IFSC Code:	SBIN0011349
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MICR Code:	560002139														
Bank IFSC Code:	SBIN0011349														

### Note:

1. In case any of the above dates fall on Saturday/Sunday/Statutory/ Public Holiday then the first working date following such date shall be considered for the purpose of this RF



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## 2. TENDER NOTICE

Sealed tenders in prescribed pro-forma are invited from reputed Construction Agencies on behalf of **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD., Bangalore** for CIVIL WORK PHASE-III at VIKRAM UDYOGPURI INDUSTRIAL AREA, UJJAIN, Madhya Pradesh.



Name of Work	:	CIVIL WORK PHASE-III for API BULK DRUG facility of <b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD</b> at Plot no. # 110-116, Vikram Udyogpuri Industrial Area, Ujjain, Madhya Pradesh.
Bid Submission Address	:	HOD Purchase, Karnataka Antibiotics and Pharmaceuticals Ltd. No 14, 2 <sup>nd</sup> Main road, Nalageddarenahalli, Peenya Industrial area, Bengaluru, Karnataka – 560058
Estimated cost of Construction work	:	Approx <b>11.00 Cr.</b> /- INR
Earnest Money in favor of client	:	Rs 11,00,000 /-in the form of BG or DD from nationalized bank
Time for Completion of construction work	:	<b>12</b> month from the date of acceptance of LOI
Pre Bid Meeting Date ; Offline & Online	:	<b>13 /10 /2023 at 2 pm</b> Venue: Conference Hall, Arka Business centre, Plot # 37,NTTF Main Road, 2nd Phase, Peenya Industrial Area, Bengaluru 560058
Bid Validity	:	120 days from the last date of submission of Bids

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The tender documents can be obtained downloaded from the website of KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD [www. Kaplindia.com](http://www.Kaplindia.com)

The tenders should be submitted only in 3 sealed bids system in hard copy (E-mail bids shall not be accepted) in the office of the i.e. **HOD Purchase, Karnataka Antibiotics and Pharmaceuticals Ltd. No 14, 2nd Main road, Nalageddarenahalli, Peenya Industrial area, Bengaluru, Karnataka - 560058** as stated above on or before 06/11/2023 **up to 6 pm**. The EMD, Technical and Financial Bid should be sealed by the Bidder and in separate covers duly super - scribed and all these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.. The tender shall be accompanied with Earnest Money Deposit in the form of BG/DD drawn on any nationalized bank in favour of **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD**. Payable at **Bengaluru**. The KAPL reserve the right to accept or reject any or all the tenders without assigning any reason whatsoever. The technical Bids are to be opened by the Tender committee.

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### 3. INSTRUCTIONS TO TENDERERS



The sealed tenders should be addressed to HOD Purchase, Karnataka Antibiotics and Pharmaceuticals Ltd. No 14, 2<sup>nd</sup> Main road, Nalageddarenahalli, Peenya Industrial area, Bengaluru, Karnataka – 560058 and should be submitted before 06/11/2023 **by 6 pm.**

- 3.1.** The tenders received after the above date shall not be accepted.
- 3.2.** The tenderer must accompany copies of latest Income Tax returns of the last 5 years, Solvency Certificate, Annual Turnover, Details of similar works executed by the tenderer during last 3 years giving the names and addresses of clients, consultants and the value of individual work executed.
- 3.3.** The tenderer should be submitted in three sealed envelope super scribing as below:
  - A. Interest free EMD
  - B. Technical Offer for Civil Construction Work.
  - C. Financial Offer for Civil Construction Work.

The Tender shall be opened at **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD., BENGALURU**. The envelope of EMD shall be opened first. Tenders without EMD will not be considered. Techno Commercial offer shall be opened for those tenders only who have submitted the EMD as specified. Financial offer shall be opened only for those tenderers who are techno-commercially qualified.

- 3.4.** Each page of the tender document is required to be signed and sealed by the authorized signatory of the tenderer.
- 3.5.** Original tender document duly signed, sealed and filled up should be submitted.

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**NOTE:**

The envelope containing EMD should be accompanied by letter of submission of Tender only. The percentages should be quoted in the original B.O.Q. given in the tender document. All Non SOR items shall be quoted item rates. These sheets should be detached from the tender document and sealed in the envelope for financial bid. All the other sheets of the tender document duly signed should be enclosed in the envelope for techno-commercial bid.

- 3.6.** The tender document shall be duly filled in all respects. If any of the data is found to be missing then the tender may be liable for rejection.
- 3.7.** The initials of the authorized signatory must attest all erasures, cuttings and alterations made while filling the tender document. Over-writing of figures is not permitted.
- 3.8.** Tenderers must visit the site, assess the site conditions and see the means of access to the site, study the Drawings and specifications and acquaint him fully about the works to be carried out and all other factors governing the works before quoting his rates.
- 3.9.** Earnest money of unsuccessful bidder shall be returned within 1 month of finalization of the contract. Earnest money of successful bidder shall be returned only after 3 month issuing date of LOI.
- 3.10.** The rates given as per **CPWD SOR 2021**.The contractor shall quote premium or discount percentage based on **CPWD SOR 2021** given.
- 3.11.** If any discrepancy / misprint are noticed in any drawing / specification or BOQ, it should be clarified from the consultant or during pre-bid meeting before quoting.

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**3.12.** Following procedures shall be adopted in case of difference in quoted percentage in figures and words and extensions: -

3.12.1 Where there is difference between percentage in figures and in words, the percentage quoted in words shall be considered as correct.

3.12.2 Where the amount of an item is not worked out or it does not correspond to the percentage either in figure or in words, the percentage quoted in words shall be considered as correct and necessary extension made.

3.12.3 Where the percentage quoted by the tenderer in figures and in words tally, but the amount is not worked out correctly, the percentage quoted by the tenderer shall be considered as correct and amount shall be corrected accordingly.

**3.13.** The **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD.,** do not bind themselves to accept the lowest or any other tender and reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reason.



**3.14.** The drawings given with the Tender Document are as per our present requirement to give an idea in general. The working drawing, which shall be issued after the award of the contract, may vary in shape, size and quantity from the tender drawings & BOQ and no claim shall be entertained later on this behalf.

**3.15.** The tenders shall be opened & evaluated by the Project committee. Decision of the committee will be communicated to the concerned.

**3.16.** In the event of tender being submitted by a partnership firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of

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attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.

- 3.17.** Receipts for payment made on account of work, when executed by a partnership firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- 3.18.** In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities a, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-
- 3.18.1 The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
- 3.18.2 The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
- 3.18.3 The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.
- 3.18.4 Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.
- 3.19.** In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the

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basis of revised offers.

In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 100% of earnest money shall be forfeited.



If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Tender Committee & the lowest contractors those have quoted equal amount of their tenders.

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#### 4. PROJECT INFORMATION

4.1	OWNER	:	<b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD., BENGALURU.</b>
4.2	PROJECT TITLE	:	CIVIL WORK PHASE- III
4.3	PROJECT LOCATION	:	<b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b> at Plot no. # 110-116 Vikram Udyogpuri Industrial Area - UJJAIN, Madhya Pradesh.
4.4	PROJECT OFFICE	:	<b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b> at Plot no. # 110-116, Vikram Udyogpuri Industrial Area - UJJAIN, Madhya Pradesh.
4.5	CONSULTANT'S OFFICE	:	M/s .Doshi Consultants Pvt Ltd Project Consultants 208, City Centre, 570, M.G.Road, Indore 452 001. Phone: 0731 - 4011555. Tele-fax.: (0731) 2538443. E-mail: <a href="mailto:projects@doshicon.com">projects@doshicon.com</a>
4.6	NEAREST AIRPORT.	:	Indore Madhya Pradesh
4.7	CLIMATIC CONDITIONS	:	Tropical
4.8	DESIGN WIND PRESSURE	:	47 meter/sec

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## 5. FORMAT FOR LETTER OF SUBMISSION OF TENDER

**To,**

HOD Procurement,  
Karnataka Antibiotics and Pharmaceuticals Limited.  
No14, 2nd Main road, Nalageddarenahalli, Peenya Industrial area,  
Bengaluru, Karnataka – 560058.

Dear Sir,



Having examined the tender document relating to the works comprising of the Tender Notice, Conditions of Contract, Specifications, Schedule of Quantities etc., and having understood the provisions and requirements relating to the project, having conducted a thorough study of the job, location of site, soil strata, climatic conditions, transportation and communication facilities, availability and accessibility of materials, and all other factors governing the project, I/ We hereby submit our offer for the execution of the proposed work in accordance with the terms and conditions and within the time period specified in the tender document, at the rates quoted by me/us in the accompanying Schedule of Quantities.

We also understand the entire work may be executed in phases to facilitate uninterrupted production.

I/We undertake to do all extra works which may be assigned to us as a part of this contract, at the rates quoted in the tender document or at the rates derived as per given formula in tender document.

If after the LOI/Work order is accepted, I/We fail to commence the execution of the works within 15 days, we agree that **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD.** shall have full authority to forfeit the earnest money.

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I/We confirm having deposited earnest money of INR \_\_\_\_\_ by DD or BG No.....  
Dated.....drawn on..... Bank .....branch attached here to.

I/We further confirm that -

- i. I/We have successfully carried out various projects of similar nature and I/We Have vast experience in this nature.
- ii. I/We have sufficient qualified manpower and necessary materials and equipment's to execute the project efficiently.
- iii. The quoted percentage shall be valid up to the completion of the project.
- iv. I/We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation /discrepancy except that specially mentioned in deviation sheet enclosed with the tender.
- v. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said KAPL in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that KAPL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the s aid performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and12.3 of the tender form.
- vi. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.
- vii. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in KAPL in future forever. Also, if such a violation comes to the notice

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of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.



- viii. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of the State.

**NAME OF FIRM:**

.....

**SIGNATURE OF TENDERER**

**SEAL OF FIRM:**



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## 6. TECHNICAL EVALUATION CRITERIA SHEET

This sheet should be filled up after reading the complete tender document and the relevant details asked for should be enclosed with this sheet.

- 6.1** List of major jobs attended in last 5 years giving details of type of work, name & address of client and consultants, value of job & duration including photocopies of major orders with completion certificate.
- 6.2** Copies of last 3 years of income tax returns, TDS, solvency certificate and annual turn over details.
- 6.3** Provident Fund/ ESIC/ GST/ etc and all other statutory Registration Numbers.
- 6.4** All terms & conditions, technical specifications, drawings & volume of job are duly understood. Yes/No
- 6.5** If any deviation is wanted it should be clearly filled in the enclosed sheet giving reasons for wanting the deviation.
- 6.6** List of plant & M/c tools & tackles available with the contractor and intended to be used in the said job to be filled in the enclosed sheet.
- 6.7** Total list of technical staff, labor skilled & unskilled and intended to be deployed in the said job to be filled in the enclosed sheet.
- 6.8** Copies of Certificates from the Clients & Consultant.
- 6.9** Credentials of main KAPL and executor of job giving details of qualifications & experience.

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#### **6.10Min Turnovers:**

The Annual Average Financial of the bidders during the last three years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost

#### **6.11 Successful works done:**

The Applicant should have successfully completed similar works in the last 5 years previous to the one in which applications are invited should be either of the following :-

6.11.1.Three similar completed works costing not less than the amount equal to 40% of the estimated cost or



6.11.2.Two similar completed works costing not less than the amount equal to 50% of the estimated cost or

6.11.3.One similar completed works costing not less than the amount equal to 80% of the estimated cost

Similar works mean Industrial construction work.

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## 7. DEVIATION STATEMENT

Sl. No	Item No. / Clause No.	Item/Clause Description as per Tender	Deviation asked for by bidder	Reason for asking deviations



I/We hereby declare that the information's provided above are correct/in accordance with the Tender filled by us.

The deviation not mentioned in this document but observed in the tender will be the sufficient reason for disqualifications of my/our tender.

**BIDDER'S SIGNATURE**

**(With Stamp / Seal)**

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## 8. CONTRACTOR'S STAFF / EQUIPMENTS



### 8.1. LIST OF EQUIPMENTS

SI.NO.	EQUIPMENT	NO. AVAILABLE WITH THE FIRM	NO.PROPOSED TO BE DEPLOYED FOR THE PROJECT

.....

**SIGNATURE OF BIDDER**

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## 8.2. TECHNICAL STAFF

S.NO	DESIGNATION	Min.to be deployed	Max to be deployed
1	Project Manager Min. experience	1 no 20 years	
2	Site Manager	01 no (10-15 yrs)	
3	Site Engineer	03 No's (5-10 yr.)	
4	EHS Officer	01 no	
5	QC /QA Engineer	01 no	
6	Billing Engineer	01 no	
7	Site Supervisor	03 Nos.	

Failure to provide the same, the consultant shall give a notice in writing to the contractor to provide the min no. deployed. Failure to provide the staff after a notice in writing within 14 days as desired, a penalty of 0.1% of the contract value shall be levied.

.....

**SIGNATURE OF BIDDER**



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### 8.3. SKILLED, SEMI-SKILLED AND UNSKILLED LABOR

S.NO	CATEGORY	NO AVAILABLE WITH FIRM	NO INTENDED TO BE DEPLOYED THIS PROJECT
1	SKILLED		
2	SEMI SKILLED		
3	UNSKILLED		

.....

**SIGNATURE OF BIDDER**

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## 9. PROFORMA FOR PERFORMANCE BANK GUARANTEE (From Nationalized Bank Only)



**Bank Guarantee No.:**

**Date:**

This GUARANTEE BOND made on this .....day of .../.../2023 by the .....and having its registered office at .....(hereinafter called the 'BANK' which expression shall include its successor and/or assignees) in favor of M/s....., having its registered office at **M/s.....**, (hereinafter called the '**KAPL**' which expression shall include its successors and /or assignees in pursuance of an Agreement entered into (hereinafter called 'THE AGREEMENT') between the KAPL and the .....hereinafter called '**THE CONTRACTOR**') for ..... Works as specified and as per the terms of the agreement the Bank agrees to the following:-

**9.1** We.....(hereinafter referred to as Bank) do hereby undertake to pay the KAPL an amount not exceeding INR .....(INR. ....only) against any loss or damage caused to or suffered by or would be likely to be caused to or suffered by **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD. , Bangalore** by reasons of any breach by the said contractor of any of the terms or conditions contained in the said agreement.

**9.2** We..... do at the request of the said contractor (s) hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on demand from the KAPL stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be likely to be caused to or suffered by KAPL by reason of any breach by the said contractor(s) of any of contractors failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amounts due and payable by and liability of the Bank under the Guarantee and we.....do hereby undertake to pay the KAPL the amount demanded not withstanding any dispute or disputes raised by the said contractor(s) on any ground whatsoever and not withstanding any proceedings pending in any court or tribunal relating to the said agreement or this Guarantee, the liability of the Bank under the Guarantee being absolute and

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unconditional. However our liability under this Guarantee shall be restricted to an amount not exceeding.....INR.....only.



**9.3** We.....further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the KAPL under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till KAPL certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Guarantee, unless a demand or claim under the Guarantee is made on us in writing on or before the .....we shall be discharged from all liabilities under this Guarantee thereafter.

**9.4** We.....further agree with KAPL that the KAPL has fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from any time to time any of the powers exercisable by the KAPL against the said contractors and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liabilities by reason of any such variation or extension being granted to the contractors or for any forbearance act or omission on the part of the KAPL or any indulgence by the KAPL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this position have effect of so relieving us.

**9.5** We .....lastly undertake not to revoke this Guarantee during it's Currency without the previous consent of the KAPL in writing and that our liability under this Guarantee shall not be impaired or extinguished on account of any change in the constitution of the said contractors.  
Dated the.....day of.....2023 for.....Bank Ltd.

**Signature of Banker**

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## 10. PROFORMA FOR EARNEST MONEY BANK GUARANTEE (From Nationalized Bank Only)

WHEREAS, contractor ..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated..... (Date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we..... (name of bank) having our registered office at..... (Hereinafter called "the Bank") are bound unto..... (Hereinafter called "the KAPL") in the sum of Rs..... (Rs. in words ..... ) for which payment well and truly to be made to KAPL the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... Day of..... 2023.

### THE CONDITIONS of this obligation are:



- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the KAPL:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the KAPL either up to the above amount or part thereof upon receipt of his first written demand, without the KAPL having to substantiate his demand, provided that in his demand the KAPL will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

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This Guarantee will remain in force up to and including the date\* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by KAPL, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....  
BANK



SIGNATURE OF THE

WITNESS.....

SEAL

(SIGNATURE, NAME AND ADDRESS)





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## 11. DEFINITIONS



In this Contract, the following words and expressions shall have the meanings as stated below:

- 11.1** 'KAPL', shall mean **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD. Bangalore** and shall include their successors and assigns, as well as their authorized representatives.
- 11.2** 'CONSULTANT', shall mean **DOSHI CONSULTANTS PVT. LIMITED, (DCPL)** and shall include their authorized representatives of the Engineering Consultants appointed by the KAPL for the project.
- 11.3** 'ENGINEER-IN-CHARGE', shall mean the engineer appointed by the KAPL to Supervise all activities of the project.
- 11.4** 'TENDERER', shall mean the construction company/agency who quotes against the tender enquiry for undertaking the work.
- 11.5** 'CONTRACTOR', shall mean the successful bidder whose tender has been accepted by the KAPL and to whom the order is placed by the KAPL and shall include his heirs, legal representatives, successors etc.
- 11.6** 'PERMANENT WORKS', The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all laborers, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

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- 11.7 SITE'** shall mean the actual place i.e. KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD, PLOT NO 110-116 , VIKRAM UDYOGPURI LIMITED - UJJAIN where the project is to be executed.
- 11.8 'PROJECT',** shall mean entire work specified in the contract documents inclusive of extra items/ extra quantities ( if any) executed during the contract period.
- 11.9 'ACCEPTANCE LETTER',** shall mean written consent by a letter of KAPL to the tenderer intimating him that his tender has been accepted.
- 11.10 'CONTRACT',** shall mean the articles of Contract Agreement, the conditions of contract, schedule of quantities, specifications, drawings attached and duly signed by the KAPL and the Contractor.
- 11.11 'DATE OF CONTRACT',** shall mean the date on which the contractor has issued acceptance letter of LOI.
- 11.12 'CONTRACT PERIOD',** shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.
- 11.13 'COMPLETION CERTIFICATE',** shall mean the certificate issued by the KAPL to the contractor after successful completion of the project. This certificate will be issued on the basis of consultant's certificate to KAPL about the completion of the job.
- 11.14 'EXTRA ITEMS',** are those items, which are not appearing in the B.O.Q. but are required to be executed during the project period and for which rates are to be derived as per the CPWD 2020-21, SOR.
- 11.15 "PRECEDENCE OF CONTRACT"** The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

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11.15.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-

11.15.2 Description of Schedule of Quantities.



11.15.3 Particular Specification and Special Condition, if any.

11.15.4 Drawings.

11.15.5 Specifications.

11.15.6 Indian Standard Specifications of B.I.S.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer In charge shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

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## 12. GENERAL CONDITIONS OF CONTRACT

### 12.1 PROJECT INFORMATION

#### 12.1.1 **GENERAL:**

The detailed information of the project given below is as per our present requirement. However, it is not binding on the KAPL in any way and shall not govern the scope of works.

#### 12.1.2 **LOCATION OF SITE**



The project site is located at **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD., VUL, UJJAIN, Madhya Pradesh.**

#### 12.1.3 **SITE FACILITIES**

Land for offices, godowns, stores, fabrication areas, temporary toilet, Water point and electric point etc. shall be decided at the site. The Contractor shall construct all temporary buildings /sheds /hutments required for office, site office, and cement godown and labor accommodation near site at his own cost and provide adequate water-supply and sanitary arrangements. Also, the temporary structures and site should be well maintained and kept clean by the contractor throughout the project execution.

After the completion of the project, the contractor shall remove all the temporary structures constructed by him and clear the site as per the instructions of the Consultant/ KAPL. In case, if the contractor fails to do so, the KAPL has the right to remove the temporary structures and clear the site. The expenses incurred shall be recovered from the contractor from the payments due to him. KAPL may retain if required at mutually agreed price.

The contractor has to remove all left over, excess, scrap material from the site and restore the site to fully clean condition as and when required. In case he fails to do so, the KAPL reserve the right to remove such materials from the site and expenses incurred in this case shall be deducted from

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the payments due to the contractor. However, no claim for any loss of material in this case shall be acceptable.

## **12.2 COMMITMENT OF CONTRACTOR**

### **12.2.1 INTERPRETATION OF CONTRACT DOCUMENTS:**

All the documents forming part of the contract are to be taken as mutually explanatory, supplementary and complementary to each other. If there is any error, omission or discrepancy in any of them, it shall be brought to the notice of the KAPL / Consultant. The decision of the KAPL/consultant shall be final and binding. The contractor shall execute the work accordingly.

The contractor shall examine all the contract documents thoroughly including the scope, nature and magnitude of works he has to execute in accordance with the contract documents.

The contractor shall visit the project site so as to study the site conditions, means of access to the site and other factors governing the works



There may be change in layout of site as per technical requirements and the tenderer shall not be entitled for any claim due to such changes.

### **12.2.2 DELAY IN WORK EXECUTION DUE TO REASONS BEYOND CONTRACTOR CONTROL:**

#### **FORCE MAJEURE:**

If the work(s) be delayed by:-

- force majeure, or
- abnormally bad weather, or
- serious loss or damage by fire, or
- civil commotion, local commotion of workmen, strike or

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lockout, affecting any of the trades employed on the work, or

- delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- Any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed

If the execution of work is delayed due to force majeure, then KAPL/Consultant as per the affected period may extend the time period.

#### ❖ **Delay by KAPL/Consultant:**



In case work is delayed due to any decision by KAPL/Consultant holding the progress of work, the contractor then upon any such happening causing delay shall immediately but not later than 10 days, give notice thereof in writing to the KAPL/Consultant, but nevertheless use constantly his best effort to prevent or make good delay. The consultant / KAPL may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the contractor in writing and shall be final and binding on him and the contractor shall be bound to complete the work within such extended time.

#### 12.2.3 **TIME SCHEDULE:**

The time allowed for execution of the Works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in contract or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the KAPL and shall be absolutely at the disposal of the KAPL without prejudice to any other right or remedy available in law.

- As soon as possible but within 7 (seven) working days of award of



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work and in consideration of

- Schedule of handing over of site as specified
- Schedule of issue of designs as specified,
  - ❖ The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer- in-Charge and the Contractor within the limitations of time imposed in the Contract documents
  - ❖ In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.
  - ❖ The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
  - ❖ The contractor shall submit the Time and Progress Chart and progress report using the MS Project or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery of **0.1%** to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

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#### 12.2.4 **COMPENSATION FOR DELAY:**

Time is the essence of the contract. If the contractor fails to complete the work and clear the site on or before the dates fixed for completion, he shall without prejudice be liable to pay liquidation damage (LD) i.e. 0.5 percent of the contract value for every week that the whole or the part of work remains incomplete. For the purpose of this condition, the contract value shall be total value of quantities of items in the contract at contract rates plus algebraic sum of the subsequent work ordered. However, if the total amount of LD exceeds 5%, the contractor shall be liable for termination of contract.

#### 12.2.5 **DEFAULT OF CONTRACTOR:**

If the contractor fails to maintain progress and quality of work proportionate to time period allotted for the work in spite of notices or complete the work within the stipulated time period or extended time period, then the Consultant/KAPL shall have the right:



To determine the contract: ,In this event, the contract shall be terminated by giving written notice to the contractor and the unfinished works shall be got completed by labors engaged by the KAPL or through other agency at the cost of the contractor.

Without determining the contract:, In this event, the remaining works shall be got executed through a fresh contractor in which case the contractor shall not have any objection or claim on this account.

Before determining the contract:, In this event, if the KAPL finds that the defaults of the contractor can be rectified, then an opportunity shall be given to the same contractor to rectify the defects /defaults in the specified time.

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Termination of contract for death: 'If the contractor is an individual of a proprietary firm and proprietor of the firm dies and if the contractor is an Attorney of partnership firm and dies, then the KAPL has the right to terminate the contract unless and until the KAPL is satisfied that the surviving partners are capable of executing and completing the remaining contract. In case of termination of contract, the legal representatives of the deceased contractor are not entitled for any compensation or claim. Also, the KAPL shall not levy any penalty against the damage caused by incomplete work

Termination of Contractor in part or in full for contractors default, If the contractor fails to execute the work in the manner described in the contract documents or if he at any time, in the opinion of the KAPL :

- Fails to carry out the works in accordance with the contract conditions or as per the specifications mentioned in the documents.
- Stops the execution of works without giving prior information to the KAPL.
- Fails to carry out the works to the satisfaction of the KAPL / Consultant both with respect to qualities and time schedule.
- Fails to supply sufficient or suitable construction plant, materials and labors etc.
- Commits breach of any of the provisions of the contract.
- Abandons the work.
- Becomes bankrupt during the continuance of the work. Whenever the employer shall exercise his authority to cancel the contract under the above condition, the employer shall be at liberty to hold and retain in their hands materials, tackles, machinery and stores of all kinds on site as they may think proper and may at any time sell any of the materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of contract as aforesaid. The employer shall also be at liberty to use materials, tackle, machinery and other stores on the

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site of contractor as they think proper in completing the work and the contractor will be allowed the necessary credit. The value of materials and stores and amount of credit to be allowed for tackle and machinery belonging to contractor and used by employer in completing the work shall be assessed by the Consultant and amount assessed shall be final and binding on the contractor. In case employer completes or decides to complete the work under the provisions of this condition, the cost of completion to be taken into account in determining the excess cost to be charged to the contractor under the condition shall consist of the cost of materials purchased or required to be purchased, labor provided or required to be provided.

- Notice period for the termination shall be two week, The contractor shall be demobilized site with all the resources within the given termination time, If contractor failed to do so KAPL shall remove all material/machinery from own cost same shall be deducted from contractor bill.

#### 12.2.6 **VARIATION IN SCOPE OF WORKS:**



##### 12.2.6.1 **VARIATION IN QUANTITY:**

The Consultant/KAPL has the right to increase or decrease the quantity of work up to **10% of the total value of contract** or delete/add certain items of work. However such changes shall not entitle the contractor for any compensation, claim regarding the change in scope of work.

##### 12.2.6.2 **VARIATION IN DRAWINGS AND SPECIFICATIONS:**

The variation in scope may be by way of changes in drawings regarding dimensions but specification remaining the same. In such a case the contractor shall not be entitled for any claim due to change.

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In case of change of specification the difference of amount (on either plus or minus side) shall be established on basis of CPWD SOR 2021 by KAPL in consultation with Consultant and the same shall be acceptable to the contractor.



#### **12.2.6.3 EXTRA ITEMS & PRICING:**

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rate claim rates, supported by proper analysis which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer- in-charge shall be binding and the Engineer-in-Charge shall within prescribed time limit of the receipt of the claims supported by analysis , after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

- If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- If the market rate for the substituted item so determined

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is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

#### **12.2.6.4 STAFF AND WORKERS:**

The contractor shall depute qualified engineers for execution of the project. The technical staff employed by the contractor shall be responsible for the quality and workmanship of the work as per the satisfaction of the Consultant/KAPL. The instructions given by the Consultant or his authorized representative should be followed by the contractor's supervisory staff. If any of the contractor's staff members is incapable or in-experienced, in the opinion of the Consultant/KAPL, then he should be removed immediately and the contractor should do suitable substitution. Technical staff employed should be degree holder 10-15 years' experience from a government recognized institution or equivalent with at least 15-20 years practical experience of work in addition to Diploma holder and other experienced supervisory staff.

If the workers or the supervising staff of the contractor are involved in riotous or illegal activities to such an extent that it becomes necessary to hand over the matter to the police then the contractor would be solely responsible for the case and all the expenses incurred in the legal proceedings shall be borne by the contractor.

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**12.2.6.5 SUBLETTING OF CONTRACT:**

No subletting of contract is permitted. If the contractor is found subletting part or whole of the contract, the contractor shall be liable for termination.

**12.2.6.6 CO-OPERATION WITH OTHER AGENCIES AT SITE:**

The contractor or his authorized representatives must work in close co-operation with the agencies executing other works forming the part of the project and also with the representatives of the Consultant/ KAPL for the execution of works which are not included in the contract. Contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen etc.



The contractor's quote shall be deemed to cater for all the above contingencies and nothing extra shall be admissible on this account.

Contractor should keep his working site clean and the materials brought for work shall be kept in a properly stacked / stored way. The work site should be swept at the end of each working day after removal of debris / left over materials. The contractor has to take full care so as not to spoil or damage other contractor's/ KAPLs job / material.

**12.2.6.7 SAFETY OF ADJOINING PROPERTIES:**



The contractor or his authorized representatives should conduct all the operations necessary for the execution of works in such a manner that no inconvenience / damage are caused to the properties of other persons & KAPL.

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### 12.3 **ARBITRATION ACT:**

- 12.3.1 All disputes regarding the specifications, designs, drawing instructions and quality of work or quality of materials used for the work or any other matter relating to the work shall be referred to the sole arbitration to be appointed by KAPL.
- 12.3.2 The party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this together with the amount or amounts claimed in respect of each such dispute
- 12.3.3 The arbitrator may from time to time with consent of the parties extend the time, for making and publishing the award.
- 12.3.4 If possible, the work under the contract shall be continued during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- 12.3.5 The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute of difference referred to him.
- 12.3.6 **The venue of arbitration shall be Bengaluru office at Karnataka Antibiotic & Pharmaceuticals Ltd.**
- 12.3.7 The award of the Arbitrator shall be final, conclusive and binding on all parties relating to this contract.
- 12.3.8 The cost of arbitration shall be as decided by arbitrator.

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#### 12.4 **ESCALATION:**

No escalation of items or labors allowed.

#### 12.5 **INSURANCE:**

The contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the KAPL asunder:

##### 12.5.1 **CONTRACTOR ALL RISK INSURANCE POLICY:**

The contractor shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected, commissioned and taken over by KAPL. Without limiting such responsibility, the contractor shall in the interest of the work insure the plant and work for their full value plus ten percent until they have been taken over. Such insurance shall cover the equipment's and works against loss, damage or destruction by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period.



##### 12.5.2 **INSURANCE OF EMPLOYEES:**

The contractor shall accept full and exclusive liability for the compliance of all obligations and responsibilities imposed by the Employees State Insurance Act, 1948 and any liability or penalty which may be imposed by the Central, State or Local Authorities due to the reason of violation by the contractor or sub-contractor of the Employees State Insurance Act, 1948. The contractor shall agree to fulfill the requirement of the Employees State Insurance Corporation and maintain the declaration forms and all such forms, which may be, required in respect of the contractor's, sub-contractor's employees who are employed in the work provided for or those covered by E.S.I.C. from time to time under the agreement.

The KAPL shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid by him.

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#### 12.5.3 **WORKMEN'S COMPENSATION :**

Insurance shall be affected for all the contractor's employees engaged for this contract. The contractor shall also carry and maintain all other insurance which may be required under any law or regulations from time to time. He should also carry and maintain any other insurance, which may be required by the KAPL.

#### 12.5.4 **TRANSIT INSURANCE:**

The cost of transit insurance relating to the items to be transported by the contractor to the site of work shall be borne by the contractor and the quoted price shall be inclusive of this cost.

#### 12.5.5 **LOSS OR DAMAGE AND INDEMNITY AGREEMENT:**



The contractor shall be responsible during the progress of work as well as maintenance period for any liability imposed by law for any damage to work or any part thereof or to any of the material or other things including those of KAPL used in performing the work or for injury to any person or persons or for any property damaged in or outside the site. The contractor shall indemnify and hold the KAPL and the Engineer harmless against all liabilities, claims, loss or injury, including costs, expenses and attorney's fees incurred in the defense of same, arising from any allegation whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site or from any cause whatsoever during the progress and maintenance of the work.

#### 12.5.6 **THIRD PARTY INSURANCE:**

Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the KAPL, or to any person, including any representative of the KAPL, by or arising out of the execution of works or in the work being carried out by the KAPL, by or arising out of the provision

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hereof. Such insurance shall be affected with an insurer and in terms approved by the KAPL and for at least the amount stated in the Appendix of the Tender.

**Note:** The contractor's payment shall be clear only after his compliance of all insurance formalities as given above. He shall have to deposit the photocopies of the various policies including Contractor's All Risk Policy and payment receipts with the KAPL's site engineer for this purpose.

## **12.6 EXECUTION OF WORK**

### **12.6.1 GENERAL:**

All the works shall be executed in accordance with the detailed drawings, specifications and instructions given by the consultant or mentioned in the contract document.

### **12.6.2 DRAWINGS:**



The drawings give in the tender document are as per our present requirement and are meant for the purpose of giving idea of the type and quantum of work to be executed.

All working drawings shall be marked "Released for Execution" and duly signed by the Consultant. All the old drawings shall be discarded and marked with "Superseded by Drawing No....."

If during the execution of the work, any discrepancy occurs in the drawings or between the drawings and specification then the same should be clarified from the Consultant prior to the execution of work. The decision given by the Consultant/KAPL would be final.

### **12.6.3 INSPECTION OF WORKS:**

- The KAPL / Consultant shall have the full authority to inspect the works



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at any time, at any stage. The contractor shall provide adequate facilities to carry the inspection work. The contractor should present himself or his authorized representative during the inspection so that the Consultant can convey the instruction regarding the works.

- The contractor shall give information to the Consultant before covering up the works so that the same can be inspected and measured jointly & correctly to true dimensions.
- If the contractor fails to get the work inspected before covering it up, then the KAPL/consultant has full authority to get the work uncovered at the expense of the contractor and if any fault is found then the contractor should rectify the same without claiming any extra payment.

#### 12.6.4 **INADEQUATE/SUBSTANDARD WORKS AND MATERIALS:**

- If any material brought by the contractor is found unsuitable or of sub-standard quality after testing, then the contractor shall remove those faulty materials immediately from the site as per the instructions of the Consultant.
- If any work executed by the contractor is found to be of bad workmanship or not as per the drawings, then the same is to be dismantled and re-executed by the contractor without claiming any extra payment or extension in time period.

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**12.6.5 DEFAULT OF CONTRACTOR IN COMPLIANCE :**

If the contractor or his authorized representative fails to follow the instructions given by the consultant/ KAPL regarding any of the works, then the same shall be got executed by other persons employed by the KAPL and the expenses incurred shall be borne by the contractor.

**12.6.6 DISCREPANCIES BETWEEN INSTRUCTIONS:**



If any discrepancy occurs between the various instructions conveyed to contractor or his authorized representative or if any misunderstanding arises between the contractor's staff and KAPL's staff, the contractor shall report the matter immediately to the consultant/ KAPL. The decisions of KAPL shall be final and binding. Moreover, no claims for losses due to discrepancies between instructions, doubts or misunderstandings shall be admissible.

**12.6.7 CHANGE IN SPECIFICATIONS AND VALUATION OF EXTRA & DEVIATED ITEMS:**

If there is any variation in specification for any change in make of item, then it has got to be approved from the KAPL/Consultant prior to installation or execution and the financial effect, plus or minus, or impact shall be incorporated accordingly by the KAPL/Consultant. If any of the items to be executed is not included in the schedule of quantities, then the Contractor shall submit the rate analysis of the item specifying the actual landed cost on basis of prevailing rates of material, labor, incidental charges and allowing as per CPWD SOR 2021 norms. The contractor shall submit all necessary supporting in original to the consultant.

The rates of such items shall be recommended by the Consultant, approved by the KAPL and shall be binding on the contractor. No escalation shall be considered till completion of the project.

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**12.6.8 WORK NOT SPECIFIED IN THE SPECIFICATION :**



In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state/ District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**12.6.9 TESTING:**

The Contractor shall agree for testing works as mentioned in the specifications of various items of works involved in the project.

- If the various tests prescribed in the specifications at specified intervals for ascertaining the quality of the work done prove unsatisfactory, the Consultant/KAPL shall have the authority to instruct the Contractor to re-execute the work done or make alterations as per the orders of the KAPL/Consultant.
- The Contractor shall furnish to the KAPL/Consultant, for approval adequate samples of all materials to be used in the works free of cost. Such samples shall be submitted before the work is commenced, giving ample time to permit the tests. All materials furnished in actual works shall be of the same quality of that of approved samples.
- The testing of various materials to be used in works shall be tested in NABL approved laboratories as directed by the KAPL/Consultant and the expenses incurred shall be borne by the Contractor.

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#### 12.6.10 **PROGRESS REPORT:**



During execution of the contract, the contractor shall furnish daily progress report (DPR) to the consultant and in the format as specified by the consultant. The contractor shall also furnish any other information in order to ascertain progress, if called for by the Consultant.

#### 12.6.11 **LIABILITIES FOR DEFECTS AND RECTIFICATIONS:**

If it shall appear to the KAPL/Consultant that any work has been executed with imperfect or unskilled workman or with materials of any inferior description, or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the KAPL/Consultant or his representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charges and cost, and in the event of failure to do so within a period to be specified by the KAPL/Consultant or his demand aforesaid, the KAPL/Consultant may on expiry of notice period rectify or remove, re-execute the work at the risk of Contractor and the cost shall be recovered from the Contractor. The decision of the KAPL/Consultant as to any question arising under this clause shall be final and conclusive.

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been

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given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in- Charge or the KAPL or any other contracting person or persons through Engineer-in- Charge against any claim of the Engineer-in-Charge or KAPL or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the KAPL or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the KAPL will be kept withheld or retained as such by the Engineer-in-Charge or the KAPL or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### 12.6.12 **PERIOD OF LIABILITY:**

The liability period of the work shall be 12 months from the date of issue of provisional completion certificate of the work as certified by the KAPL and this date will be the date on which the final installment of the payment is made to the contractor against the final bills of amount. If any damage or defect occurs in the work during this period then the contractor shall rectify the damage or defect at his own expense to the satisfaction of the Consultant/KAPL. If the contractor fails to do so, then the KAPL shall have the authority to get the work done by other

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means and the expenditure incurred shall be recovered from the contractor.

#### 12.6.13 **SUSPENSION OF WORK:**



The contractor shall suspend the progress of work, on receipt of the written order from the KAPL / Consultant for any of the following reasons:

- On account of any default on the part of the contractor. In this case the contractor shall not be entitled for the any extension of time, nor have any claim for payment of compensation if allowed for re-execution of faulty works.
- For execution of the works for reasons other than the default of the contractor. In this case the contractor shall be entitled for the any extension of time, but shall not have any claim for payment of compensation.
- For safety of the works. In this case the contractor shall not be entitled for the any extension of time, nor have any claim for payment of compensation.

#### **IN CASE OF SUSPENSION OF WORK:**

- The contractor shall during such suspension, properly protect and secure the works and carry out the instructions of the Consultant.
- If the suspension is ordered for the reasons as stated in above clause 10.4.13 (ii), the contractor shall be entitled for extension of time equal to the period of every such suspension but no compensation for damages etc. shall be admissible on account of suspension of work.

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#### 12.6.14 **POSSESSION PRIOR TO COMPLETION:**

The KAPL/Consultant shall have authority to take possession of any completed or partially completed works. Such possession shall not be deemed to be acceptance of any work completed in accordance with the contract. If such prior possession delays the progress of works then the adjustment in the time of completion shall be done accordingly. The decision of the Consultant regarding the extent of delay shall be final and binding.

#### 12.6.15 **CARE OF WORKS:**

From the commencement to the completion of works, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage or loss occurs then the contractor shall at his own cost repair and make good the same so that on completion of the work, the same shall be in good order in every respect in accordance with the contract and to the satisfaction of the Consultant/KAPL.



### 12.7 **CERTIFICATE AND PAYMENT**

#### 12.7.1 **SCHEDULE OF RATES:**

- The payments to be made to the contractor for various items of works shall be as per the finalized rates in tender document and the rates of extra items finalized from time to time.
- The rates finalized in the tender document shall remain firm till the

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completion of the work including extension of time, if any.

- **After the completion of work, the contractor will have to submit the clearance certificate for all statutory payments etc.**
- Contractor shall submit the basic rates of material to be used in the construction.
- The contractor shall provide all Material reconciliations as deemed by the engineer in charge.

#### 12.7.2 **MEASUREMENT:**



Joint measurements of the various items of the work shall be taken by the contractor's authorized representative in presence of the KAPL's and Consultant's authorized representative from time to time for maintaining the records and preparing the bills. If the contractor fails to send his representative then the measurements taken by the KAPL's and Consultant's authorized representative shall be final and no claim shall be entertained in this regard.

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary

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corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.



Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

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Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

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### 12.7.3 **MODE OF MEASUREMENT:**



All measurements shall be in the metric system and in accordance with Indian Standard Specifications and in accordance with standard engineering practice.

If the contractor has any objection regarding the measurements, then he shall inform the KAPL/Consultant immediately. The decision given by the Consultant shall be final and binding on the contractor. In case of mode of measurement of any item is not specified; then CPWD mode of measurement (as applicable during contract period) shall be followed.

### 12.7.4 **BILLING:**

- The monthly running account (RA) bills to be submitted by the contractor before 30<sup>th</sup> of every month to the Site Engineer In charge/consultant along with all supporting documents. The bill should be in the pro-forma approved by the Consultant / KAPL giving abstract and detailed measurements of various items of works executed and material along with test report (MTR) brought by the contractor for execution of work.
- The billing shall be cumulative billing given details of previous bill amount, advance paid & deductions, security deduction and clearly showing the actual claimed amount due against the submitted bill.
- Separate bill should be submitted for each structure along with material reconciliation statement separately.
- All material test report and certificate (MTR) should be attached with each RA bill.
- Advance shall be deducted between 10% of the billing and up to 80% of Billing of the contract value.
- All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring

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of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

#### 12.7.5 **COMPLETION PLANS**

The contractor shall submit completion plans for Internal and External Civil, within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.



#### 12.7.6 **LUMP SUM IN TENDER:**

For the items in tender where it includes lump sum in respect of parts of works, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items. If in the opinion of the Consultant, any part of the work is not susceptible to measurement, the Consultant may at his discretion pay the lump sum amount for the work and the decision of the Consultant/KAPL shall be final and binding on the contractor.

#### ➤ **IDLE CHARGES:**

Idle charges for unutilized resources (Man/Machineries etc.) will not

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be entertained.

➤ **MOBILIZATION ADVANCE:**

Mobilization advance shall be 10% on submission of all required documents. The BG for Mobilization advance shall be in the form of Advance BG from Scheduled Commercial banks only and the same shall be provided within 14 days of LOI.



➤ **RETENTION MONEY:**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit KAPL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work.

The security deposit shall be returned along with the provisional completion certificate before the start of defect liability period.

➤ **PERFORMANCE BANK GUARANTEE:** 10% of the contract value shall be paid in the form of bank guarantee from nationalized banks only. THE BG shall be submitted before releasing the security deposit. The validity of the bank guarantee shall remain till the end of DLP. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor.

- ❖ The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the KAPL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- ❖ Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- ❖ Failure by the contractor to pay KAPL any amount due, either as

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agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer- in-Charge.



- ❖ In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the KAPL.
- ❖ On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.
- ❖ This provisional completion certificate shall be recorded by the concerned Engineer- in-charge with the approval of KAPL, if required.

#### **12.7.7 PAYMENTS OF FINAL BILL:**

All running account payments shall be regarded as payments by way of advances against the final payment only and not as payment for work actually done and completed, and shall not prelude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or nor shall it conclude, determine or affect in any way the powers of the KAPL under these conditions or any of them as to the final settlement of the accounts or otherwise, or in any other way vitiate or affect the contract. The final bill shall be submitted by the contractor within one month from the date of actual completion of the work, to the consultant, otherwise the Consultant's and KAPL's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the contractor. The payment of final bill shall be done within three months after duly certified by the

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consultant including period of one month of terms of payment.

#### 12.7.8 **PAYMENT OF CONTRACTOR'S BILLS:**

- The payment due to the contractor shall be made only in Indian Currency by Crossed Account Payee CHEQUE or NEFT/RTGS. In no case the KAPL will be held responsible if the Cheese is misled or misappropriated by the contractor or his representatives. The Cheese shall be released only against submission of duly signed and revenue stamped receipt.
- The KAPL reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc. The KAPL further reserves the right to enforce recovery of over-payment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.
- Where ever any claim for the payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his security deposit.



#### 12.7.9 **PROVISIONAL COMPLETION CERTIFICATE:**

When the contractor successfully completes the works as per the contract, he shall be eligible to apply for provisional completion certificate in respect of the works. The KAPL shall issue to the contractor the provisional completion certificate after verifying from the completion documents submitted by the consultant and satisfying himself that the work has been completed in accordance with the construction drawings and the contract document. The contractor, after obtaining the provisional completion certificate, is eligible to present the final bill for the work executed by him under the terms of the contract. The work will not be considered as complete and taken over by the KAPL until all the temporary works, labor hutments etc. are removed and the work site cleared to the satisfaction of the Consultant.

If the contractor fails to comply with the requirements of the above on or before the date for the completion of the works, the KAPL may, at the expense of the contractor, remove the tools and plants and surplus materials and

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dispose of the same and the contractor shall pay the amount of all expenses incurred.

## **12.8 TERMS OF PAYMENT**

The terms of payment shall be 30 days from the submission of the bill to the consultant or KAPL. The certification of bill shall be done in 15 days by the consultant and the payment for the same shall be done in 15 days from the Date of certification.

- 12.8.1 On completion of work and upon obtaining the provisional completion certificate from the KAPL, the contractor shall submit the final bill with revised total measurement sheet, at one time and the payment shall be released within three month from the date of receipt of verified final bill from the consultant.
- 12.8.2 The amount deposited as earnest money shall be refunded only after 3 month for successful bidders from date of acceptance of LOI.
- 12.8.3 Tax deduction : All statutory deduction like GST, Income Tax, TDS, E.S.I., P.F. or any other government imposed liability shall be borne by the contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the contractor.
- 12.8.4 Certified material reconciliation statement should be attached along with each RA bill and consultant should also certify the same along with their certificate of payment.



## **12.9 LABOR LAWS AND SAFETY REGULATIONS**

### **12.9.1 LABOR LAWS:**

Labor below the age of 18 years shall not be employed on the work.



- 12.9.1.1 The contractor shall not pay less than what is specified by the law to labors engaged by him on the work.

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- 12.9.1.2 The contractor shall, at his own expenses, comply with all labor laws and the KAPL shall not be responsible for any recovery/penalty imposed by the respective authorities for violating the labor laws.
- 12.9.1.3 If the contractor is covered under the Contract Labor (Regulation & Abolition) Act, he shall obtain a license from the licensing authority (i.e. the Office of Labor Commissioner), by payment of the necessary prescribed fee and deposit, if any, before starting the work.
- 12.9.1.4 The contractor shall furnish to the Consultant/KAPL, the details of the workers employed on the works.
- 12.9.1.5 The contractor shall comply with the provisions of the existing rules and regulations relating to labor laws.
- 12.9.1.6 The Consultant shall on a report having been made by an inspecting officer as defined in Contract Labor (Regulation and Abolition) Act, 1980, have the power to deduct from the amount due to the contractor any sum required or estimated to be required for making good the losses suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, or if deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said regulations.
- 12.9.1.7 In every case in which by virtue of the provisions of the Contract Labor (Regulation and Abolition) Act, 1970, and of the Contract Labor (Regulation and Abolition) Central Rules, 1971, KAPL is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labor Regulations, or



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under the Rules framed by KAPL from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, KAPL will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the KAPL under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labor (Regulation and Abolition) Act, 1970, KAPL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by KAPL to the contractor whether under this contract or otherwise KAPL shall not be bound to contest any claim made against it under sub- section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the KAPL full security for all costs for which KAPL might become liable in contesting such claim.

- 12.9.1.8 The contractor shall obtain a valid license under the Contract Labor (R&A) Act, 1970, and the Contract Labor (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.
- 12.9.1.9 The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- 12.9.1.10 The contractor shall also abide by the provisions of the Child Labor (Prohibition and Regulation) Act, 1986.
- 12.9.1.11 The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cass Act, 1996.
- 12.9.1.12 Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

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12.9.1.13 In respect of all labor directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by KAPL from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.



12.9.1.14 The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labor (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labor laws affecting contract labor that may be brought into force from time to time.

12.9.1.15 The contractor shall submit by the 30TH of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- ❖ the number of laborers employed by him on the work,
- ❖ their working hours,
- ❖ the wages paid to them,
- ❖ the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- ❖ the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them

Failing which the contractor shall be liable to pay to KAPL, a sum as decided by the authority for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor; the amount levied as fine and is binding on the contractor.

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### 12.9.2 **MINOR ACCIDENT ON DUTY:**

For cases of minor accident on duty not covered under compensation by insurance, the contractor shall have to compensate the affected person by reimbursing these medical expenses against submission of actual expenditure document. The absence from duty, if takes place, due to such accident shall be considered as special leave and full payment shall have to be made for duration of such absence.

### 12.9.3 **PROVIDENT FUND:**

It shall be solely the contractor's responsibility to complete all provident fund formalities as per statutory regulations.

## 12.10 **SAFETY CODE**

### 12.10.1 **SAFETY AND PROTECTION:**

The contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions. While carrying out the work, the contractor should provide for;



- Safety of personnel engaged in the construction.
- Protection and safety of works and materials during their progress.
- Sanitary and hygienic conditions of working and living for his workers, as required by the Consultant.

### 12.10.2 **USE OF SAFETY GADGETS:**

The contractor shall have to ensure availability and use of all desired safety gadgets like safety shoes , belts, helmets, goggles, hand gloves, gum boots etc.

### 12.10.3 **UNSAFE WORKING CONDITION :**

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If any activity is found to be progressing without proper and complete safety measures (including use of safety gadgets) being implemented, the contractor may be asked to stop the work unless he fulfills the desired safety norms. Such delays shall not be allowed to be considered for extension in duration of the allotted time period. If any work is to be carried out in night shift prior written permission should be taken.

**12.10.4 FIRST AID:**

The contractor shall provide first aid facilities for his employees and those of his sub-contractors. The requisite first aid box and medicines should always be available at work site. Contractor follow strictly follow safety guidelines.

**12.10.5 CONTRACTOR'S BARRICADES:**

The contractor shall erect and maintain barricades required in connection with his operations to guard or protect:-



- Excavations
- Hoisting Areas
- Areas adjudged hazardous by the contractor's or Consultant's representatives.
- Charged electrical panels.
- KAPL's existing property liable to get damaged by contractor's operation.

**12.10.6 PRESERVATION OF PEACE:**

The contractor shall take precautions to prevent any riotous or unlawful behavior by his workers, for the preservation of peace and protection of inhabitants and the security of property in the neighborhood of the work.

**12.11 DETAILS OF WORK EXECUTION**

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- The work shall be done in such a manner so as to clear work front availability for other agencies working at site.
- The contractor shall submit the Method of Statement / Risk Assessment / Shop drawing to the consultant before execution of any work.
- Finish of work shall be as per drawings & details given by KAPL/Consultant.
- In general the complete work is to be done as per CPWD and Indian Standard norms as specified and detailed in Tender.

#### **12.12 SITE**

The site is located at **M/s KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD., Plot # 110-116, VUL, UJJAIN, Madhya Pradesh**; the contractor shall be responsible for the movement of his men, material and equipment at no extra cost.

#### **12.13 ELECTRICITY & WATER**

Electrical power & Water for construction activities shall be procured & arranged by the Client at one point free of cost. Further arrangements shall be done by contractor at his own cost. For the consumption for both electricity and water separate meters should be provided by the Contractor.

#### **12.14 CONTRACTOR'S SCOPE OF SUPPLY**



All materials required for executing the jobs specified in the BOQ, inclusive of all tools, tackles, scaffolding, consumables & testing equipment's shall be procured and supplied by the contractor at his own cost except for any items specified as KAPL supplied.

#### **12.15 RECOVERY FROM THE CONTRACTOR**

- If the contractor or his employees damage or destroy the

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property of the KAPL, then the same shall be replaced/refunded by the contractor, otherwise the expenses may be recovered from his bill or security deposit.



- All compensation & recoveries to be made as per terms of the contract shall be deducted from the contractor's bill
- The contractor will make fence around the area given for labor hutment to avoid unauthorized entry.

#### **12.16 SPECIAL CONDITIONS & INSTRUCTIONS**



- All materials to be used in execution of project shall be of first class quality; I.S.I. marked and shall be approved by KAPL/Consultant before its application.
- The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the consultant before completely executing the work.
- The contractor shall arrange for testing of reinforcement & structural steel for every lot of steel & every batch of cement.
- The KAPL/Consultant should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job at site before actual execution of particular item having discrepancy.
- Any item found to be having been executed with poor workmanship or materials of inferior quality then the contractor shall have to rectify /reconstruct the work as specified by KAPL/Consultant. No extra charge will be admissible in such case. If contractors fail to do so, the KAPL/Consultant reserved the right to rectify/reconstruct the work through some other agency at the expenses of contractor.

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- The schedule of activities as submitted by the contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the contractor giving all details for monitoring of the schedule.
- The contractor shall take charge of site and if site clearance is involved, he shall attend to it. (If such type of unforeseen and unavoidable situation occurs, in that case actual labor employed for such job shall be paid including overheads and profit).
- Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
- The contractor shall have to co-operate with the agencies executing other works in the same area.
- While executing the work, the contractor shall ensure safety and security of the property of the KAPL so as to avoid theft etc.
- Absolute cleanliness is must while working.
- All care to be taken not to damage existing structure and related things. All the dismantled debris to be carted away immediately from the site.
- For any kind of discrepancy or unforeseen happenings, inform the consultant immediately.

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### 13 STAMP PAPER AGREEMENT

AN AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_ 2023 between M/s \_\_\_\_\_ here in after called the **CONTRACTOR/S** which expression shall include its executors, administrators, legal representative and assigns of the first part and **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD** . (Here in after called the **KAPL**) of the second part. WHEREAS **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD**. The KAPL is desirous of construction for **Civil Construction Work** at **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD., Plot # 110-116 , VUL, UJJAIN**. With complete validation & documentation as per tender drawings & specification prepared by **M/s. Doshi Consultants (P) Ltd.** the **CONSULTANT** and the contractor/s has/have by his/their tender dated \_\_\_\_\_ as amended by the contractor's -contractor's letter no. \_\_\_\_\_ offered to execute and fully complete the above work in the KAPL's Premises for the KAPL as set forth in the tender or as amended and the schedule Bill of Quantities, particular specifications, standards, drawings, special conditions of the contract , scope & performance schedule and general conditions of the contract, according to the terms and conditions contained therein for an approximate total sum of Rs. \_\_\_\_\_ and the KAPL has accepted such item rate tender in terms of its letter no/ Dated \_\_\_\_\_.

**KAPL/Employer** \_\_\_\_\_

**SIG.OF THE CONTRACTOR**



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## **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**



- 13.1** The Contractor/s covenant/s and agree/s with the KAPL that within the time of \_\_\_\_\_ months from the date stipulated in the acceptance letter shall execute and fully complete all the works specified described or referred to in and by the said tender or as amended according to the true intent and meaning of the said tender or as amended and as per the Schedule, Bill of quantities, Particular specifications, standards, Drawings & Instructions issued from time to time, Special Conditions of the Contract, Scope & Performance Schedule, General Conditions of the Contract.
- 13.2** Forfeit of EMD : If contractor fails to mobilize the material and start the works as per given schedule KAPL reserves all rights to forfeit the EMD and allot the work to other agency.
- 13.3** The Contractor/s covenant/s and agree/s with the KAPL to truly observe perform fulfill & submit to the said terms obligations and conditions referred above. In case the contractor fails to execute the work in the manner described in the condition of Contract or stops the execution of work or fails to carry out the works to the satisfaction of the Consultant with respect to quantity, quality and time schedule or abandons the work or becomes bankrupt then the KAPL will have right to terminate the contract and get the remaining work executed at the risk and cost of the contractor. It is agreed that time is of the essence of this contract. In case the work is not completed in the manner mentioned above to the complete satisfaction of the KAPL in every respect within the aforesaid time limit of \_\_\_\_ MONTHS from the date stipulated in the Work Order the Contractor/s agree/s to pay compensation of ½% of the value of the contract sum for each week of delay beyond the date stipulated for completion subject however to a maximum of 5% of the value of the Total Contract sum .

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- 13.4** In consideration of the satisfactory work executed by the contractor/s with the Provisions as stated above the KAPL covenant/s with the contractor/s that it will pay to the contractor/s from time to time in accordance with the Schedule Bill of Quantities and various terms and conditions as contained in General Conditions of the contract and Special Conditions of the contract, provided always that whether or not a work is satisfactory shall be decided by the Consultant and its decision in this behalf shall be final and binding.
- 13.5** The rates for items whether termed as extra items or deviations or by Whatever name called and which are not covered by the tendered rates will be worked out in accordance with Clause mentioned in the General Conditions of the contract only.
- 13.5.1** All Taxes by whatever name and in whatever form it may be in all cases shall be the Contractors' responsibility. Income Tax/Work Contract Tax & Taxes in pursuance of State Sales Tax amendment and validation ordinances and or the Act thereof and or other amendments as may be made from time to time or taxes as result of subsequent orders/ordinances/acts as issued by the State or Central Govt. from time to time shall be borne by the Contractor/s.
- 13.6** The contractor shall abide by and shall be responsible for all statutory provisions of the Law such as labor laws & safety regulations etc. The safety aspect of the workers & of the premises shall also be the responsibilities of the main contractor. Also security of material handed over to the contractor along with the security of the premises shall be part of the project responsibilities of the contractor.
- 13.7** This agreement further witnessed that the contractor/s hereby covenant/s with the KAPL that in the event of the non-fulfillment in any respect by the contractor/s of the said covenant/s terms, agreements, obligations and conditions on the part of the contractor/s, the contractor shall pay on



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demand to the KAPL all losses, damages, costs, charges and expenses as the KAPL may be directly or indirectly put to in consequence of such non-fulfillment of contract by the contractor/s.

- 13.8** In the event of any dispute arising out of or in connection with the arbitration Proceedings, or any proceedings being taken subsequent to the arbitration proceedings, it is further agreed that only the courts in MADHYA PRADESH shall have the sole jurisdiction in the matter.
- 13.9** The following documents are deemed to form part of the agreement, namely the tender, the priced bill of quantities, the drawings issued for the work, Schedule 'B' Particular Specifications, Special Conditions of the Contract and General Scope performance Schedule Conditions of the contract, all of which for the purpose of identification have been signed on behalf of the KAPL and by the contractor/s. The relevant standard will also form part of this agreement and the instruction of the consultants. The letter of intent and letter of Acceptance and their amendment etc. shall also form part of the agreement.
- 13.10** The agreement further witnessed that the contractors are responsible for any accident or other compensations payable to the workmen employed by and working under the control of contractors, that the KAPL has no liability in the matter and that if any payment would have to be made by the KAPL, the same shall be reimbursed by the contractors on demand and or recovered from the dues of the contractors. In witnesses whereof the said parties here to have here unto set their hands.
- 13.11** The civil contractor being the main contractor has responsibility of the co-ordination with other agencies working on site for the smooth working at project site.

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**13.12** The most important part of contract apart from safety and security is the Cleanliness of work place which contractor shall maintain at all times during his working and after the finishing hand over the site in totally clean condition i.e. after removing all debris, temporary structure made during construction.

**13.13** The KAPL in term of all above shall be paying in time the agreed sum and amount as per the payment condition derived from the item rates of work executed and Certified by the consultants as described in the contract documents

In witnesses whereof the said parties here to have here unto set their hands.

FOR & ON BEHALF OF



**M/S KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD.,**

**KAPL/EMPLOYER**

**SIGN.OF THE CONTRACTOR**

\_\_\_\_\_



**Date:**

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## 14 LIST OF APPROVED MAKE (OR SUPPLIERS)

### QUALITY OF MATERIALS TO BE USED IN THE CONSTRUCTION WORK

1	REINFORCEMENT STEEL	Tor steel and mild steel (tested) by VIZAG /TATA /SAIL/JINDAL confirming to IS: 4321966 & IS: 1786-1979.
2	CEMENT	Ultra Tech/ Lafarge/wonder / Gujrat Ambuja/JK Cement/ACC Suraksha/Birla 43 Grade and 33/53 grade also confirming to IS 8112: 1989,IS269-1989 IS 12269:1987.
3	STRUCTURAL STEEL	VIZAG/TATA/SAIL confirming to IS:226
4	COARSE AND FINE AGGREGATE	Confirming to IS:383
5	CEMENT PAINT	SNOWCEM / NITCOCEM / BIRLA
6	EXTERIOR PAINTS	ASIAN / APEX / BERGER /NEROLAC.
7	OIL PAINT / EMULSION	ASIAN PAINT / NEROLAC / BERGER / ICI.
8	OIL BOUND DISTEMPER	NEROLAC / ASIAN / BERGER.

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## 15 SPECIAL CONDITIONS OF CONTRACT

**Client Name:** Karnataka Antibiotics & Pharmaceutical Limited

**Consultant Name:** Doshi Consultants Private Limited



01.	BIDDING SCHEDULE	
Sl. no.	Particulars	Timeline
a.	RFP issuance date	04/10/2023
b.	Last Date for submitting queries/Pre bid meeting date	12/10/2023 at 1800 hrs
c.	Pre Bid meeting	13/10/2023 at 2 pm Through Video Conference Link will be available one day prior to pre-bid meeting at <a href="http://www.kapbindia.com">www.kapbindia.com</a> .
d.	Email for prebid queries	7acaproject@kapbindia.com projects@doshicon.com
e.	Last Date of response to Queries(closing Date)	16/10/2023
f.	Last Date of Bid Submission	06/11/2023 at 1800 hours
g.	Opening of Technical Bids	07/11/2023 at 1400 hours
h.	Bid Validity	120 days from the last date of submission of Bids
	Technical Qualification Criteria	
02.	Annual Turnover	The Annual Average Financial of the bidders during the last three years ending 31 <sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost
03.	Project Experience	Three completed works costing not less than the amount equal to 40% of the estimated cost or  Two similar completed works costing not less than the amount equal to 50% of the estimated cost or
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		One similar completed works costing not less than the amount equal to 80% of the estimated cost	
04.	EMD Amount	Rs. 11,00,000 /- in the form of BG or DD	
	EMD Form	In Bank Guarantee/ Demand Draft from Nationalized Bank	
05.	Manpower	As per Clause 8.2	
	S.NO	DESIGNATION	Min.to be deployed
	1	Project Manager Min. experience	1 no (20 yrs)
	2	Site Manager	01 no (10-15 yrs)
	3	Site Engineer	03 Nos (5-10 yr.)
	3	EHS Officer	01 no
	4	QC /QA Engineer	01 no
	5	Billing Engineer	01 no
	6	Site Supervisor	03 Nos.
	Labor	As per Clause 8.3	
06.	List of Lab Equipment	As per attachment	
	List of Equipment	As per attachment	
07.	GENERAL CONDITIONS		
a.	Location	The project site is located at KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD., VUL, UJJAIN, Madhya Pradesh.	
b.	Time Period	12 months	
c.	Program in MS Project	Within 7 days of Letter of Intent to be submitted.	
d.	Monthly Progress Report	Failure to provide by 5 <sup>th</sup> of every month results	
e.	Liquidated Damages	0.5% of Total Contract Value per week subject to maximum of 5% of Total Contract Value.	
g.	Defects Liability Period	12 months from the date of Provisional	

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		Completion Certificate.
h.	Variations in Quantity	Upto 10% of Contract Value
i.	Variations in Drawings/Specifications	To be derived based on CPWD 2021 and actual market rates. Difference of amount shall be paid.
j.	Extra Items	To notify within 14 days. To be derived based on CPWD 2021. Difference of amount shall be paid.
k.	Escalations	Nil
		Base Price of Cement Nil
		Base Price of Steel Reinforcement Nil
		Base Price of Structural Steel Nil
<b>08.</b>	<b>PAYMENTS</b>	
a.	Mob Advance	10% of Total Contract Value on provision of Bank Guarantee from Nationalized Bank. To be deducted between 10% and 80% of Billing.
b.	Provisional Bank Guarantee	10% of Total Contract Value valid in the form of BG till end of Defect Liability Period.
c.	Running Account Bills	To be submitted on 30 <sup>th</sup> of every month.
d.	Minimum amount of Running Account Bills	5% of the Total Contract Value
e.	Retention Money	5% shall be deducted in every Running Account Bill shall be paid along with Final Bill.
f.	Payment Terms	Within 30 days on submission to consultant
g.	Safety Deductions	Based on consultant Incident Reports, 5000/- per Incident.
h.	Electricity and Water	Shall be provided by KAPL at one point.

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## 16 LIST OF LAB EQUIPMENTS

Sl. No.	Lab Equipment
1.	Concrete Cube Test Machine
2.	Cube Mold
3.	Concrete Temporary Bar
4.	Weighing Machine
5.	Slump Cone
6.	Sieve Test
7.	Soil Compaction Test
8.	Borosil Glass Beacker for Slit Test
9.	Oven for Soil Moisture
10.	Moisture Meter for Floor Concrete Test before Epoxy of PU
11.	Dumpy Level
12.	Total Station

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## 17 ATTACHMENTS

Annexure 1 – BOQ

Annexure 2 - LIST OF TENDER DRAWINGS

Annexure 3 – SCOPE OF WORKS

Annexure 4 – CPWD TECHNICAL SPECIFICATION

For Doshi Consultants		For Karnataka Antibiotics and Pharmaceuticals Ltd		
Prepared by	Reviewed by	Checked by	Reviewed By	Approved by
 Jyothi	 Bhushan Kulkarni	 Hemanth Babu	 Somnath Datta	 Shailesh Kumar