
	ENQUIRY DOCUMENT THIRD PARTY INSPECTION & CERTIFICATION	
KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD.	DOC. NO.: KAPL/BDP/SR/1231	DOSHI CONSULTANTS PVT. LTD.

# KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LIMITED

UJJAIN, MADHYA PRADESH

7-AMINOCEPHALOSPORANIC ACID (7-ACA)



BULK DRUG PROJECT

## "ENQUIRY DOCUMENT"




FOR THIRD PARTY INSPECTION & CERTIFICATION FOR  
PROCESS EQUIPMENT

TENDER DOCUMENT NO.: KAPL/BDP/SR/1231

Prepared by: SB	Date of Issue:	12/09/2023
Doc-Type: Enquiry Document	Customer:	Karnataka antibiotics and pharmaceuticals ltd
Title: Third Party Inspection	Project Name:	7-ACA (API/ Bulk Drug Plant)
 Doshi Consultants Pvt. Ltd. 208, City Centre, 570 MG Road, Indore, India	Project No.:	626
Doc No.: KAPL/BDP/SR/1231	Language: English	Version: V.0
	Page No.:	1 36



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### Document Approval

<b>Prepared By (DCPL)</b>	<b>Reviewed By (DCPL)</b>	<b>Review &amp; Approved By (KAPL)</b>	<b>Review &amp; Approved By (KAPL)</b>	<b>Review &amp; Approved By (KAPL)</b>	<b>Review &amp; Approved By (KAPL)</b>
Dr.B.K.Doshi M.D.	Dr. Umesh Luthra (Process)	Mr. K.P. Rajan	Mr. Mahesha NC (DGM Formulations)	Mr. B.U. Kamath (GM Technical)	Mr. Shailesh Kumar (Project Head)
					
12/09/2023	12/09/2023	12/09/2023	12/09/2023	12/09/2023	12/09/2023



### Document Revision History

<b>Document No.</b>	<b>Revision</b>	<b>Prepared/Changed by Date</b>	<b>Status / Change note</b>
KAPL/BDP/SR/1231	R-00	SB - 12/09/2023	For Tender

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<b>SCHEDULE</b>															
RFP Issuance Date	12/09/2023														
Pre Bid meeting	19/09/2023 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	<a href="mailto:7acaproject@kaplindia.com">7acaproject@kaplindia.com</a> , <a href="mailto:projects@kaplindia.com">projects@kaplindia.com</a>														
Last Date of response to Queries(closing Date)	20/09/2023														
Last Date of Bid Submission	03/10/2023														
Opening of Technical Bids	04/10/2023														
Bid Validity	150 days from the last date of submission of Bids														
EMD	<p>Rs 5,00,000/- (Rupees Five Lakh only) Indian Rupees or equivalent foreign currencies. EMD exempted for MSME registered company. Bank details are as under:-</p> <table> <tr> <td>Bank Name:</td><td>State Bank of India</td></tr> <tr> <td>Bank Branch:</td><td>St. Marks Road, Bengaluru.</td></tr> <tr> <td>Account Holder:</td><td>Karnataka Antibiotics and Pharmaceuticals Limited</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	Bank Branch:	St. Marks Road, Bengaluru.	Account Holder:	Karnataka Antibiotics and Pharmaceuticals Limited	Bank Account No:	10503342610	Swift Code:	SBININBB704	MICR Code:	560002139	Bank IFSC Code:	SBIN0011349
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Bank Branch:	St. Marks Road, Bengaluru.														
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Bank Account No:	10503342610														
Swift Code:	SBININBB704														
MICR Code:	560002139														
Bank IFSC Code:	SBIN0011349														
Email Address (for Technical Clarifications)	<a href="mailto:gmplant@kaplindia.com">gmplant@kaplindia.com</a> <a href="mailto:7acaproject@kaplindia.com">7acaproject@kaplindia.com</a>														

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

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## **GENERAL INSTRUCTIONS TO BIDDERS**

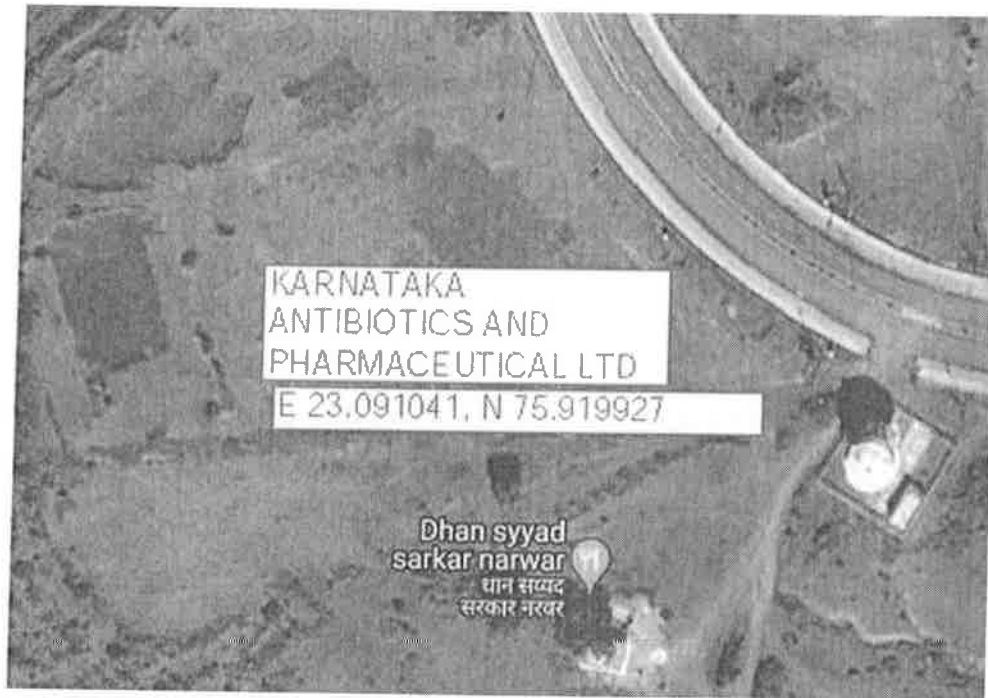
### **1. DEFINITIONS**

- 1.1. "Company" means Karnataka Antibiotics and Pharmaceutical Limited.
- 1.2. "Bidder" means the Individual or Firm submitting Bids / Quotation.
- 1.3. "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its Tender.
- 1.4. "Day" means calendar day

### **2. ABOUT THE PROJECT**



A	Client		<b>M/s.Karnataka Antibiotics and Pharmaceuticals Ltd</b> KAPL House "Arka – The Business Centre", Plot No. : 37, Site No.: 34/4, NTTF Main Road, 2nd Phase Peenya Industrial Area, Bangalore-560 058, India.			
B	Plant Location		<b>M/s Karnataka Antibiotics and Pharmaceuticals Ltd</b>  Plot No;110-116, Vikram udyogpuri, Ujjain, Madhya Pradesh			
C	Project		<b>Bulk drug project for 7 ACA</b>			
D	Site Data	Ambient Data		DBT (°F)	WBT (°F)	RH (%)
			Summer	106	77	28
			Monsoon	90	81.3	70
			Winter	50	44.1	65
		Other Data	Altitude	492 M (From Sea Level)		
E	Access to Site	By Road	Indore/ Ujjain City (50 KM)			
		Railway Station	From Ujjain (15 KM)			
		Nearest Airport	Indore Airport (50 KM)			
F	Soil condition		Black cotton / Murram / Soft Rock			
G	Safe bearing capacity		17.5 MT per Sq mtr at 3 mtr depth			

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### 3. EARNEST MONEY

- 3.1 All the Bidder must submit Earnest Money Deposit (EMD) of Rs 5,00,000/- (Rupees FIVE LAKHS ONLY) Indian Rupees or equivalent foreign currencies.
- 3.2 Those Bidder registered under Micro and Small Enterprises (MSEs) or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from depositing EMD.
- 3.3 For claiming exemption from depositing earnest money, Bidder should be registered with MSME or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are required and should be certified by CA.
- 3.4 EMD shall be in form of DD/ BG or paid online as per the bank details provided in the schedule.
- 3.5 Bidders are required to furnish EMD details/Proof of Payments along with the **“TECHNICAL BID”**.
- 3.6 No interest will be payable by the Lessee on the Earnest Money/Bid Guarantee.
- 3.7 The Earnest Money/Bid Guarantee deposited is liable to be forfeited if the Bidder withdraws or amends impairs or derogates from the Tender in any respect within the period of validity of his offer.

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- 3.8 The earnest Money of all unsuccessful Bidder s will be returned by the KAP within 150 days/tender validity period.
- 3.9 Earnest Money Deposit of successful Bidder will be released after the completion of the work.

#### 4. SUBMISSION OF BID DOCUMENT

- 4.1 Interested parties shall submit their bids in two separate sealed envelopes i.e. technical bid and commercial bid.
- 4.2 The technical bid shall be sent in a separate sealed envelope super scribed as **"TECHNICAL BID"** along with the Tender Notice Number and date on the top of the envelope. Technical Bid shall contain the un-priced Tender consisting of EMD details/Proof of Payments, **COMPLETE TECHNICAL SPECIFICATION** including drawings and documents and technical aspects of the Tender such as equipment data sheets, tests and inspection, makes of materials, technical description, drawings etc. Other Certificates / Declarations as per Annexures enclosed to be submitted.
- 4.3 A commercial bid shall be sent in a separate sealed envelope super scribed as **"COMMERCIAL BID"** along with the TenderEnquiry Number and date on top of the envelope.
- 4.4 **The Bidder should put above two sealed envelopes i.e. Technical Bid and Commercial Bid in a bigger envelope duly sealed and submit the same to the below mentioned address.**
- 4.5 All bids should be addressed to

**"HOD Purchase"**

**Karnataka Antibiotics and Pharmaceuticals Limited  
Plot No.14, II Phase,  
Peenya Industrial Area,  
Bangalore-560 058.  
India.**



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## 5. EVALUATION OF TENDERS



- 5.1 Bidder will be evaluated on the basis of the Technical evaluation document, based on which Tenders have been received and the terms, conditions etc. mentioned by the Bidder in their Tenders.
- 5.2 KAPL has the sole discretion/Authority to reject any bids which does not comply with the requirement of this Tender/If supporting documents are not furnished with the Qualification Criteria Any discrepancy observed in the submitted documents.
- 5.3 Screening of bid documents shall be carried out by the Project Consultant (DCPL) and Committee constituted by the Managing Director, KAPL, and based on verification of documents submitted.
- 5.4 All the prices and other informations like documents etc. having bearing or the price shall be written in both in numbers and words in the prescribed offer form. In case, of any discrepancy in rates quoted in words and numbers, the rate quoted in words shall be considered.

## 6. SPECIAL INSTRUCTIONS TO BIDDER

- 6.1. The bidder will be responsible for ( all testing of material, fabrication stages, vendor qualifications, raw material identification, raw material testing, inspection at various stages of fabrication/manufacturing, dye penetration testing. radiography testing, hydraulic testing, any other testing required during process of manufacturing, final clearance / stamping of vessel. All pressure vessels shall be inspected/tested as per ASME SEC VIII DIV I, ASME SEC IX or relevant standards
- 6.2. The bidder shall use their own equipment/ instruments and own laboratory with all supporting traceability certificates of instruments (NABL Certified) for material testing which includes chemical test, physical test and any other test which is required for certification of equipment/ material for process, and performance,.
- 6.3. The inspection and certification will include work at project site as well as at manufacturer all facilities including sub contracting facility and it is part of bidder's responsibility.

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- 6.4. Bidder should include expenses for boarding/lodging of the person from KAPL & DCPL, freight of the instrument/ equipment required for testing and certification at site and manufacturer facility.
- 6.5. Certification of each equipment is required to be done as per test / procedure and to be submitted to KAPL and DCPL with approvals, reject, non compliance as well as recommendation for compliances to fabricator.
- 6.6. The cost of reinspection incase of non compliance should also be included in the cost quoted by the Bidders.
- 6.7. Documents to be furnished are:
- Authorization Letter(Format-1)
  - Declaration (Format-2)
  - Applicant Profile(Format-3)
  - Strength & Merits(Format-4)
  - Undertaking with regard to Blacklisting (Format-5)
  - Undertaking with regard to Non-Litigation (Format-6)
  - Confidential Agreement (Format-7)
  - Price Bid (Format -8)
- 6.8. Each page of the Bid should be numbered consecutively and should be signed & stamped by the Bidder (Authorized Signatory) at the bottom. A reference of the total number of pages comprising the offer should be made at the top right hand corner of the first page.
- 6.9. Any other information which the Bidder may like to provide.
- 6.10. KAPL reserves the right to call for any clarifications confined in the broad scope, wherever such a clarification becomes necessary for proper judgment and evaluation.
- 6.11. Price Bid should contain complete scope with stage-wise fees.
- 6.12. In the event of any controversy or claim arising out of or relating to any provision of contract, the parties shall try to settle such dispute or claim amicably between themselves. If failing to settle amicably, to any dispute/Allegation made either by the KAPL or finalized Bidder shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Bengaluru, India. The award thereof shall be final and binding on the parties.

	<p style="text-align: center;"><b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b></p>	
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6.13. The place of court jurisdiction would be Bengaluru, India.

## 7. BRIEF ABOUT THE COMPANY



- 7.1 Karnataka Antibiotics & Pharmaceuticals Limited (KAPL), a Government of India Enterprise, under the Ministry of Chemicals and Fertilizers, Department of Pharmaceuticals.
- 7.2 The company was incorporated in 1981 on the Hathi Committee's recommendations to supply life-saving drugs to the general public at an affordable price.
- 7.3 The plant started its commercial production in 1984.
- 7.4 We are an PIC/S GMP Certified, ISO 9001:2015; ISO 14001:2015, ISO 45001:2018& WHO-GMP accredited company.
- 7.5 The Existing factories are located in Bengaluru& Dharwad, India. The upcoming factory is at Ujjain, Madhya Pradesh, India.
- 7.6 The Corporate office is located at KAPL HOUSE "ARKA – THE BUSINESS CENTRE", Plot No. : 37, Site No. : 34/4, NTTF Main Road, Peenya Industrial Area, 2nd Phase, Bangalore-560 058, which is located 1 km away from the factory site.



## 8. OBJECTIVE

- 8.1 This document aims to define the scope of work to be handled by the **Bidder** regarding the **Third Party Inspection & Certification of Process Equipments**.
- 8.2 This document provides the expected deliverables, roles and responsibilities of the **Bidder** at various stages of the project.

## 9. QUALIFICATION CRITERIA FOR SELECTION OF “BIDDER ”

- 9.1 **The approved agencies are TUV, UL, SGS, Lloyd, Bureau Veritas.**
- 9.2 If any other agencies, should have minimum 15 years of experience and approved by international regulatory authority & NABL Certified Lab.
- 9.3 Bidder's shall have technical and competent manpower for handling the various area as per requirement of the scope.
- 9.4 Bidder have facility to meet minimum cGMP requirements.



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### 10. SCOPE OF WORK FOR BIDDER

**THE FOLLOWING WORK IS PART OF INSPECTION AND CERTIFICATION BY THIRD PARTY BIDDERS FOR THE EQUIPMENT AS PER ATTACHED ANNEXURE I:**



SR NO	DESCRIPTION	CHECK			ACCEPTANCE STANDARD	FORMAT OF RECORDS
		CHARACTERISTIC	METHOD	EXTENT		
1.	Raw material inspection	Verification / correlation of MTC with material spec with chemical test and physical/mechanical test.	Review	100%	Material specification As per PO	Material Chart, MTC
2.	Raw material inspection	Verification / correlation of MTC with material spec.	Review	100%	Material specification	GSPL 2.2 certificate
3.	Welding Qualification Documents *	Welding Procedures & Welders	Review	100%	ASME Sec IX	WPS/WPQ
4.	Inspection of Top & Bottom Dished Ends after forming.	-Dimensions	Measurement	100%	As per Drawing	Stage inspection report
		-Ovality	Measurement	100%	Within 1% of ID	
		-Minimum Thickness at knuckle	Measurement	100%	As per Drawing	
		-Profile	Template Test	100%	As per Code	
		-PT for knuckle portion				
5.	Inspection of Dished Ends Inside Polishing	a) Inside polishing	RA value Measurement	Random (Min 3 reading per dish)	As per drawing Ra Value $\leq 0.4 \mu\text{m}$ (As per Drg)	Stage inspection report/logbook/QPST

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SR NO	DESCRIPTION	CHECK			ACCEPTANCE STANDARD	FORMAT OF RECORDS
		CHARACTERISTIC	METHOD	EXTENT		
6.	a) Main Shell Long Seam set-ups	-Circumference -Length	Measurement Measurement	100% 100%	As per drawing	Stage inspection report/log/book/QPST
	b) welding inspection	-PT -RT*	Test Test	As per Dwg.	Drg/code standard	
7.	Inspection of shell after inside polishing.	a) Inside polishing	RA value Measurement	Random (min 3 spot per shell)	As per drawing Ra Value $\leq 0.4 \mu\text{m}$	Stage inspection report/logbook/QPST
8.	Nozzle & Manhole Marking on top dish end	Opening Size Elevation Orientation	Measurement Measurement Measurement	100% 100% 100%	As per drawing	Stage inspection report/logbook/QPST
9.	a) Nozzle & Manhole set-ups on top dish end	Projection Elevation Orientation	Measurement Measurement Measurement	100% 100% 100%	As per drawing	Stage inspection report/logbook/QPST
	b) Welding Inspection	PT Fillet	Visual Measurement	As per Drg	No defects As per drawing	
10	Shell to shell C-seam Seam set-ups	Circumference Orientation	Measurement Measurement	100% 100%	As per drawing	Stage inspection report/logbook/QPST
	b) Welding Inspection	PT	Visual	As per Drg	No defects	
11	Leg/skirt support set up	Level Height Orientation PCD	Measurement	100%	As per drawing	Stage inspection report/logbook/QPST



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SR NO	DESCRIPTION	CHECK			ACCEPTANCE STANDARD	FORMAT OF RECORDS
		CHARACTERISTIC	METHOD	EXTENT		
12	Internal coil fabrication & external polishing	Orientation Height PCD	Measurement	100%	As per drawing	Stage inspection report/logbook/QPST
13	Internal spring tube radiography of joints		Measurement	100%		
14	Internal spring tube Hydro-test before insertion.	No leakage at hydro test pressure.	Test	100%	No Leakage	Hydro test report
15	Internal spring tube setup with main shell and welding.	Orientation elevations	Measurement Measurement	100% 100%	As per drawing	Stage inspection report/logbook/QPST
16	Shell to Dish C-seam Seam set-ups b)Welding Inspection	Circumference Orientation  <i>PT</i>	Measurement Measurement  Visual	100% 100%  As per Drg	As per drawing  No defects	Stage inspection report/logbook/QPST
17	Radiography of welds for L-seam, C-seam as per weld map and drawing.	<i>RT*</i>	Test	As per Dwg.	Design Std	Radiography Report
18	Jacket/limpet set-up inspection	Total height Circumference Orientation	Measurement Measurement Measurement	100% 100% 100%	As per drawing	Stage inspection report/logbook/QPST
19	Overall Dimensional Inspection of shell and jacket.	As built drawing	Measurement	100%	As per Drawing	Stage inspection report

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SR NO	DESCRIPTION	CHECK			ACCEPTANCE STANDARD	FORMAT OF RECORDS
		CHARACTERISTIC	METHOD	EXTENT		
20	Jacket/limpet Hydro-test.	No leakage at hydro test pressure.	Test in horizontal position.	100%	No Leakage	Hydro test report
21	Inside Polishing Inspection	Inside polishing	RA value Measurement	Random (min 3 ready per shell/dish)	As per drawing Ra Value $\leq 0.4 \mu\text{m}$ (As per Drg)	Stage inspection report
22	Internal spring tube Hydro-test after insertion in shell.	No leakage at hydro test pressure.	Test	100%	No Leakage	Hydro test report
23	Shell side Hydro-test.	No leakage at hydro test pressure.	As per hydro test procedure.	100%	No Leakage	Hydro test report
24	Agitator No load and Load Running trial with water. (at site)	RPM, Current drawn, Abnormal noise & vibrations.	Running trial procedure	100%	As per motor rated current and procedure.	Running trial Report.
25	Insulation, cladding & vessel outside polishing (band finish)	Polishing inspection	Visual Ra Value	Random (min 3 reading per shell/dish)	As per Drawing Outside $\leq 1.2 \mu\text{m}$ (band finish)	Stage inspection report
26	Inside Polishing Inspection after Electropolishing	Inside polishing	RA value Measurement	Random (min 3 ready per shell/dish)	As per drawing Ra Value $\leq 0.4 \mu\text{m}$ (As per Drg)	Stage inspection report
27	Document review	Review of inspection and test reports	Review	100%	As per QAP	-Signed QAP -Inspection release note

**Note: Bidder can add no. of inspection and certification points.**

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## **11. KAPL RIGHT TO TENDER**

- 11.1. KAPL may at its discretion or as a result of a query, suggestion, comment of the offerer, may modify the Tender documents by issuing an amendment or a corrigendum at any time before opening the Tender document. Any such amendment or corrigendum will be uploaded on KAPL's website <https://www.kaplindia.com> /and the same will be binding on all the Bidders, as the case may be.
- 11.2. KAPL, at its discretion, may extend the due date of submission of Tender, and the decision of KAPL in this respect would be final and binding on the respondents. In the event of changes in the schedule, KAPL shall notify the same only through its website <https://www.kaplindia.com/>. Interested respondents are advised to check the above website regularly for corrigendum/addendum, if any, which will be published only on the website.
- 11.3. KAPL at its discretion may cancel the Tender as deemed necessary in the company's best interest without assigning any reasons thereof.
- 11.4. If at any time during the examination, evaluation, and comparison of Tender, KAPL, at its discretion, can ask the Bidder for clarification of its Tender. The request for clarification and the response shall be in writing.
- 11.5. All cost and expenses associated with the preparation and submission of the Tender response shall be borne by the Bidder . KAPL shall not be responsible for any late receipt of applications for any reasons whatsoever.
- 11.6. KAPL engages no agent/agents or third party/parties in this process. Therefore, It is advised to deal directly with the KAPL representative who is a signatory to this document.
- 11.7. Conditional offers will be summarily rejected.
- 11.8. KAPL reserves the right to reject all bids with-out assigning any reasons thereof.
- 11.9. KAPL may relax or waive any of the conditions stipulated in this document as deemed necessary in the company's best interest without assigning any reasons thereof.

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**Format-1**

**Authorization Letter**

*(To be submitted on Bidder Letter Head)*

HOD Purchase  
Karnataka Antibiotics and Pharmaceuticals Limited  
Plot No.14, II Phase,  
Peenya Industrial Area,  
Bangalore-560 058.  
India.

Subject: Letter for Authorized Signatory

Ref.No.Tender No. \_\_\_\_\_ dated \_\_\_\_\_ 2023.

Sir,

This has reference to your above mentioned TENDER for \_\_\_\_\_

Mr./Miss/Mrs/Dr \_\_\_\_\_ is hereby authorized  
to submit the TENDER documents and participate in the processing on behalf of M/s(Bidder  
Company Name).The specimen signature is attested below:

Name: \_\_\_\_\_

(Specimen Signature of Representative)

\_\_\_\_\_

Yoursfaithfully,



(Signature of the Authorized signatory)

Name:

Designation:

Seal:

Date

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## Format-2

### DECLARATION

*(To be submitted on Bidder Letter Head)*

HOD Purchase  
Karnataka Antibiotics and Pharmaceuticals Limited  
Plot No.14, II Phase,  
Peenya Industrial Area,  
Bangalore-560 058.  
India.

Subject: Submission of Bidder details for **Third Party Inspection & Certification**  
by: M/s.....(Bidder Company Name)

Ref. No.: No.....dated.....

Sir,

The undersigned have read and examined in detail all the Tender documents pertaining to your requirement for **Third Party Inspection & Certification** & do hereby express the interest to undertake the as mentioned in the Tender document. The details of the Company and contact person are given below:

1.	Name of the Bidder	
2.	Address	
3.	Name, designation & address of the person to whom all references shall be made	
4.	Telephone No. (with STD code)	
5.	Mobile No. of the contact person	
6.	Email ID of the contact person	

Yours faithfully,

(Signature of the Authorized signatory)



Name:

Designation:

Seal:

Date:

Place:

	<b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b>	
<b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b>	DOC. NO.: KAPL/BDP/SR/1231	<b>DOSHI CONSULTANTS PVT. LTD.</b>

### Format-3

#### Applicant Profile for Bidder

*(To be submitted on Bidder Letter Head)*

1. Organizations or entrepreneurs interested in providing their **Third Party Inspection & Certification** on Tender to KAPL may kindly provide background information on their organization/experience. This information will help KAPL to identify a suitable industry partner for taking on Tender the property
2. Kindly attach copies of the **annual report, brochures/ pamphlets**, and any other relevant information along with this form. Add additional sheets if needed.

Sl. No	Organization Background & Experience/Expertise/Facilities
1.	<b>Tender state the nature and details of business carried out at present</b> (Tender add separately, if needed)
2.	<b>Similar Work Done</b>
3.	Company's strength with a brief description of work done
4.	Company's human resources and highlights of qualification/experience of key technical and managerial
5.	Please highlight any other relevant information

I/we hereby declare that information given above is true and correct to the best of my/our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature of the Authorized signatory)



Name:

Designation:

Seal:

Date:

Place:

	<p align="center"><b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b></p>	
<p><b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b></p>	<p align="center">DOC. NO.: KAPL/BDP/SR/1231</p>	<p align="center"><b>DOSHI CONSULTANTS PVT. LTD.</b></p>

#### **Format-4**

#### **Strengths & Merits of the Applicant**

*(To be submitted on Bidder Letter Head)*

The applicant may submit the following details to highlight the strength and merits of the applicant. Attach additional sheet, if required.

1. **Do you have any experience of similar work ? Yes /No**
2. **If Yes, kindly share the details**
3. **Kindly share your plan of action to accomplish this work**
4. **What support do you anticipate from KAPL?**

I/we hereby declare that information given above is true and correct to the best of my/our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature of the Authorized signatory)



Name:

Designation:

Seal:

Date:

Place:

	<b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b>	
<b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b>	DOC. NO.: KAPL/BDP/SR/1231	<b>DOSHI CONSULTANTS PVT. LTD.</b>

#### Format-5

#### Undertaking with regard to blacklisting

(To be submitted on Bidder's Letter Head)

To,  
HOD Purchase  
Karnataka Antibiotics and Pharmaceuticals Limited  
Plot No.14, II Phase,  
Peenya Industrial Area,  
Bangalore-560 058.  
India

Subject: Undertaking regarding Blacklisting/Non-Debarment

Ref.No.:No.....dated ..... 2023

Sir,

It is hereby confirmed and declared that M/s \_\_\_\_\_ is  
Not blacklisted/debarred by any Government Department/Public Sector Undertaking/Private  
Sector/or any other agency for which works/assignments/services have been executed/undertaken.

Yours faithfully,

(Signature of the Authorized signatory)

Name:



Designation:

Seal:

Date:

Place:

Note: Any discrepancy found in the undertaking shall be liable for cancellation of tender and Forfeiting of paid ABG / EMD / performance security.

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**Format-6**

**Undertaking with regard to Non-Litigation**

*(To be submitted on Bidder 's Letter Head)*

To,  
HOD Purchase  
Karnataka Antibiotics and Pharmaceuticals Limited  
Plot No.14, II Phase,  
Peenya Industrial Area,  
Bangalore-560 058.  
India.

Subject:Undertaking regarding Litigation

Ref.No:No.....dated ..... **2023**

Sir,

It is hereby confirmed and declared that M/s----- ,  
does not have any litigation/arbitration history with any Government department/ Public Sector  
Undertaking/Private Sector/ or any other public authority with which any MOU was/has been  
executed/undertaken.

Yoursfaithfully,

(Signature of the Authorized signatory)



Name:

Designation:

Seal:

Date:

Place:

	ENQUIRY DOCUMENT THIRD PARTY INSPECTION & CERTIFICATION	
KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD.	DOC. NO.: KAPL/BDP/SR/1231	DOSHI CONSULTANTS PVT. LTD.

Format-7

**Confidentiality Agreement**



## CONFIDENTIALITY AGREEMENT

“KAPL”:  
Karnataka Antibiotics and Pharmaceuticals Limited  
Plot No.14, II Phase,  
Peenya Industrial Area,  
Bangalore-560 058.  
India

“Bidder” (Bidder )

“PURPOSE”:  
Possible business arrangement between the parties regarding **THIRD PARTY INSPECTION AND CERTIFICATION TENDER PROCESS EQUIPMENTS FOR CEPHALOSPORIN-C (INTERMEDIATE)& 7-AMINOCEPHALOSPORANIC ACID (7-ACA)BULK DRUG PROJECT**

KAPL and BIDDER are interested in discussing a possible business arrangement between them. In order to discuss the PURPOSE, it may be necessary for a party (a “Disclosing Party”) to disclose to the other party (a “Receiving Party”) certain proprietary and confidential information, including but not limited to technical, scientific, business and other information, data, materials and the like relating to products and proposed products, know-how, processes, proposed processes, manufacturing technology, contracts, and dossiers, marketing strategies and the like, and to provide the Receiving Party with samples, all of which the Disclosing Party considers to be proprietary information. Any and all such information, data, materials and the like, including samples, is herein referred to collectively as “Information”. Such “Information” shall also include all discoveries, experimental results, reports, papers, notebook entries and memoranda, comprising or incorporating, in whole or in part, Information, or derived from or based on Information. The term “Information” does not include (i) Information that, at the time of disclosure, is published or generally known to the public; (ii) Information that, after disclosure by the Disclosing Party to the Receiving Party, is published or becomes generally known to the public except as a result of the breach of this Agreement; (iii) Information that was in the Receiving Party's possession at the time of disclosure by the Disclosing Party or subsequently independently developed by the Receiving Party



 <b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b>	<b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b>  DOC. NO.: KAPL/BDP/SR/1231	 <b>DOSHI CONSULTANTS PVT. LTD.</b>
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without use of confidential information of the Disclosing Party (as evidenced by written records) and was not acquired, directly or indirectly, from the Disclosing Party; or (iv) Information that is obtained from any third party lawfully in possession of the Information and not in violation of any contractual or legal obligation with respect to the Information.

References in this Agreement to a party's "Representatives" shall mean any of the directors, officers, employees, agents, manufacturers, and advisors of such party and its affiliates / associates. References in this Agreement to disclosures by a party shall be deemed to include disclosures by or on behalf of the party or its Representatives. Each party shall be responsible for any breach of this Agreement by its Representatives.



Each party is willing to disclose Information to the other party provided that the Receiving Party agrees to receive such Information that has been or may be disclosed in written, oral, electronic, tangible or other form, regardless of means of transmission, by the Disclosing Party in accordance with the following terms:

1. Receiving Party shall not disclose the Information to others and shall protect and maintain the strict confidentiality of the Information. The Receiving Party shall not use the Information for any purpose other than for evaluation of a decision to enter into an agreement with the Disclosing Party with respect to the Project.
2. The Receiving Party shall limit disclosure of Information within its organization only to those Representatives of the Receiving Party who are required to use such Information in connection with the Receiving Party's evaluation of a decision to enter into an agreement with the Disclosing Party with respect to the Project and who are advised by the Receiving Party of this Agreement and agree to be bound by and comply with all of the provisions of this Agreement. Further, the Receiving Party will require any of its Representatives who may receive Information to maintain the Information in strict confidence and not to use or disclose the Information except as permitted under this Agreement.
3. At any time upon request by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all documents, samples and other materials in any form provided by the

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Disclosing Party to the Receiving Party containing or reflecting any Information and shall not retain any copies, extracts, or other reproductions, in whole or in part, of any thereof, except that one archival copy of written material to be kept confidential and segregated from the Receiving Party's regular files may be retained by the Receiving Party's legal counsel solely for purposes of verifying compliance with this Agreement. All other documents, memoranda, notes and other writings whatsoever in whatever form prepared by the Receiving Party or its Representatives based on or related to the Information shall be destroyed, and at the request of the Disclosing Party such destruction shall promptly be certified in writing to the Disclosing Party. Notwithstanding the return or destruction of the Information, Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

4. No license or warranty is granted, conveyed or implied with respect to the Information, and neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or any of its Representatives resulting from use of the Information by the Receiving Party or its Representatives. Nothing in this Agreement shall be construed to create, constitute, give effect to or otherwise imply a joint venture, partnership, agency or employment relationship of any kind between the parties.
5. Neither party will originate any publicity, press releases or other public announcement relating to this Agreement or performance hereunder, without the other party's prior written consent.
6. In the event of litigation relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.
7. This Agreement shall be construed and enforced in accordance with the laws of the India. This Agreement shall constitute the entire understanding of the parties with respect to the Information and supersedes any prior agreements or understandings between the parties regarding the subject matter hereof. No modification, amendment, or waiver may be accomplished to the terms of this Agreement without the written consent of both parties. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

	<p align="center"><b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b></p>	
<p><b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b></p>	<p align="center">DOC. NO.: KAPL/BDP/SR/1231</p>	<p align="center"><b>DOSHI CONSULTANTS PVT. LTD.</b></p>

8. The provisions of this Agreement shall remain in full force and effect and continue to be binding on Receiving Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

Karnataka Antibiotics Pharmaceuticals  
Limited



Bidder Name.....

By: \_\_\_\_\_  
Person:  
Title :

By: \_\_\_\_\_  
Person:  
Title :

Date :

Date :

	<b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b>	
<b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b>	DOC. NO.: KAPL/BDP/SR/1231	<b>DOSHI CONSULTANTS PVT. LTD.</b>

The following documents are to be enclosed:

Sl. No.	Documents required	Type of document attached	PageNo.
1.	Copies of documents defining constitution and legal status of the tenderer		
2.	Pamphlet or Brochure		
3.	Certificate from the Chartered Accountant/Certified Accountant of country/Audited Balance sheets for last three financial years, Income Tax return.		
4.	Authorization Letter	As per format –1	
5.	Declaration	As per format –2	
6.	Applicant Profile	As per format –3	
7.	Strength & Merits of the Applicant	As per format –4	
8.	Undertaking on the Letter Head regard to black-listing	As per format –5	
9.	Undertaking with regard to Non-Litigation	As per format –6	
10.	Confidential Agreement	As per format –7	
11.	Any accredited certifications ( If applicable)		

I/we hereby declare that my/our TENDER is made in good faith, and the information contained is true and correct to the best of my/our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature of the Authorized signatory)



Name:

Designation:

Seal:

Date:

Place:

	<b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b>	
<b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b>	DOC. NO.: KAPL/BDP/SR/1231	<b>DOSHI CONSULTANTS PVT. LTD.</b>

### Format-8

### PRICE BID

*(To be submitted on Bidder 'sLetter Head)*

Name of the Bidder	
Address of the Bidder	
Communication address of the Bidder	
e-mail / Fax / Telephone No.	
Name of the authorized signatory	

Rates to be quoted for INR

- I) Name of the Project: **Third party inspection and Certification of process equipments of Cephalosporin-c (Intermediate)& 7-Aminocephalosporanic Acid (7-ACA).**
- II) Rate quoted on firm, anywhere in India.

<b>Item</b>	<b>Rate In Figures</b>	<b>Rate in Words</b>
<b>AS PER ANNEXURE 2</b>		

- 1) The quoted rate shall remain firm throughout the period of contract i.e. it shall remain constant, notwithstanding any changes to the tax structure, input costs etc.
- 2) In case of any discrepancy in the rates quoted in Figures and Words, the rates in words will prevail.

I/We have carefully gone through the Tender terms & conditions and agree to abide by them and have quoted the rate(s) above in pursuant there-to.

Yoursfaithfully,

(Signature of the Authorized signatory)



Name:

Designation:

Seal:

Date:

Place:

	ENQUIRY DOCUMENT THIRD PARTY INSPECTION & CERTIFICATION	
KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD.	DOC. NO.: KAPL/BDP/SR/1231	DOSHI CONSULTANTS PVT. LTD.

## Format-9

### Advance Bank Guarantee Format

#### BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT

Ref.....

Date.....

Bank Guarantee No....



To  
Karnataka Antibiotics and Pharmaceuticals Limited  
Plot No.14, II Phase,  
Peenya Industrial Area,  
Bangalore-560 058.  
India

Dear Sirs,

In consideration of the **KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LTD**, hereinafter referred to as **KAPL**, which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assigns, having awarded to M/s.\_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrators, executors and assigns, a contract hereinafter referred to as the 'Order' for \_\_\_\_\_ referred to as the 'Supply and Services' on terms and conditions set out, inter-alia in the **KAPL** Order No. \_\_\_\_\_ dated \_\_\_\_\_ valued \_\_\_\_\_ at \_\_\_\_\_ (in words & figures) and as the **KAPL** having agreed to make a payment against the above ORDER, to the Supplier amounting to Rs. \_\_\_\_\_ (in words & figures) as an advance against Bank Guarantee to be furnished by the Supplier, the said advance to be adjusted against the supply and services to be performed by the Supplier, we \_\_\_\_\_ hereinafter referred to as the 'Bank' which expressions shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns **having our office at \_\_\_\_\_ do hereby undertake to give the irrevocable and unconditional guarantee and** do hereby undertake to pay the Client on first demand without any demur, **reservation, contest recourse and protest and without reference to the Supplier** any and all monies payable by the Supplier by reason of any breach by the said Supplier of any of the terms and conditions of the said order to the extent of Rs. \_\_\_\_\_ (in words & figures) till the said advance is adjusted as aforesaid at any time up to \_\_\_\_\_. We agree that the guarantee herein contained shall continue to be enforceable till the sum due to the Client on account of the said advance is adjusted/recovered in full as aforesaid or till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time vary the advance or to extend the time for performance of the supply and services by the Supplier. The Bank shall not be released from its liability under these presents by any exercise of the client of the liberty with reference to the matter aforesaid.

The client shall have the fullest liberty, **without reference to Supplier and** without affecting this guarantee to postpone **for any time or** from time to time the exercise of any powers vested in them or

	<p align="center"><b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b></p>	
<p><b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b></p>	<p align="center">DOC. NO.: KAPL/BDP/SR/1231</p>	<p align="center"><b>DOSHI CONSULTANTS PVT. LTD.</b></p>

of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any **power**, covenants contained or implied in the order between the client and the Supplier or any other course or remedy or security available to the client and the Bank shall not be released of its obligations under these presents by any exercise by the client of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the client or any other indulgence shown by the client or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee.

**The right of client to recover the outstanding sum of advance with applicable costs up to Rs. \_\_\_\_\_ from the bank in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is or are pending before any officer, tribunal or court and any demand made by client on the Bank shall be conclusive and binding.**

The Bank further undertakes not to revoke this guarantee during its currency without prior and written consent of the **client and further agrees that the guarantee contained shall continue to be enforceable till the client discharges this guarantee.**

The Bank also agrees that the client shall at its option is entitled to enforce this guarantee against the bank as principal debtors, in first instance, notwithstanding any other security or guarantee that client may have in relation to the Supplier's liabilities of the said advance.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to as Rs. \_\_\_\_\_ (in words & figures) and it will remain in force up to and including (date of completion of supply and services) and shall be extended from time to time for such periods as may be advised by M/s..... on whose behalf this guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the purchase order and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until \_\_\_\_\_ day \_\_\_\_\_.

**We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney / Resolution of Board of Directors dated.....granted to him by the Bank.**

Dated.....this.....day of.....2023



Signed by

Place:

(Person duly authorised by Bank)

Date: 31/08/2023

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	<b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b>	
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**Witness :**

1. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of client in writing.
2. This guarantee shall be valid up to ..... unless extended on demand by client. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.



Dated the ..... day of 2023

For .....

(Indicate the name of Bank)

.....

Seal, name & address of the Bank and address of the Branch

	<p style="text-align: center;"><b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b></p>	
<p><b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b></p>	<p>DOC. NO.: KAPL/BDP/SR/1231</p>	<p><b>DOSHI CONSULTANTS PVT. LTD.</b></p>

### **INTEGRITY AGREEMENT**

This Integrity Agreement is shall come into effect from the 31st Day of October 2022.

#### **BETWEEN**

The Client represented through **Mr. Shailesh Kumar, General Manager, M/s KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LTD.** (Hereinafter referred as the “Principal/Owner”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

#### **AND**

\_\_\_\_\_. (Hereinafter referred to as the “**Contractor/Vendor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

WHEREAS the Principal / owner has floated the Tender (NIT No KAPL\_Civil\_Tender\_V.1) (Hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for Civil construction works for Phase 1 of the Bulk Drug Project, Ujjain



Hereinafter referred to as the “Contract”

AND WHEREAS the Principal /Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Contractor.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants’ contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Article 1: Commitment of the Principal /Owner**

- 1) The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles.
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Contractor with equity and reason. The principal/owner will, in particular, before and during the Tender process, provide to all Contractor the same information and will not provide to any Contractor confidential / additional information through which the Contractor could obtain an advantage in relation to the Tender process or the Contract execution.



	<p style="text-align: center;"><b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b></p>	
<p><b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b></p>	<p>DOC. NO.: KAPL/BDP/SR/1231</p>	<p><b>DOSHI CONSULTANTS PVT. LTD.</b></p>

(c) The Principal /Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also in initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Contractor**

- 1) It is required that each Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
  - (a) The Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal/owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Contractor will not enter with other Contractor into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certification, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Contractor will not commit any offence under the relevant IPC/PC Act. Further the Contractor /Contract(s) will not use improperly, (for the purpose of competition or personal gain).or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including and business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Contractor of foreign origin shall disclose the names and addresses of agents/representatives in India, if any Similarly Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.



	<p style="text-align: center;"><b>ENQUIRY DOCUMENT THIRD PARTY INSPECTION &amp; CERTIFICATION</b></p>	
<p><b>KARNATAKA ANTIBIOTICS &amp; PHARMACEUTICALS LTD.</b></p>	<p>DOC. NO.: KAPL/BDP/SR/1231</p>	<p><b>DOSHI CONSULTANTS PVT. LTD.</b></p>

- (e) The Contractor will, when presenting his bid, disclose (with each tender as per proforma unclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 4) The Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
  - 5) The Contractor will not, directly or through any other person or firm use Coercive Practices (Means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this integrity Pact by the Contractor and the Contractor accepts and undertakes to respect and uphold the Principal /Owner's absolute right:

- 1) If the Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/owner after giving 14 days' notice to the contractor shall have powers to disqualify the Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the principal/owner. **Such exclusion may be forever or for a limited period as decided by the principal/owner.**
- 2) **Forfeiture of EMD/performance Guarantee/Security Deposit:** If the Principal/owner has disqualified the Contractor from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal /Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and security Deposit, Performance Guarantee and security Deposit of the Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Contractor or Contractor, or of and employee or a representative or an associate of a Contractor or Contractor

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which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of corruption Act, or if the Principal/owner has substantive suspicion in this regard, the Principal/owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4- Previous Transgression**

- 1) The Contractor declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Contractor makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Contractor as deemed fit by the principal/owner.
- 3) If the Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the principal/owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5- Equal Treatment of all Contractors /Subcontractors**

- 1) The Contractor undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Contractor shall be responsible for any violation(s) of the principles laid down in this agreement /pact by any of its Sub- contractors/sub-vendors.
- 2) The Principal/owner will enter into Pacts on identical terms as this one with all Contractors.



#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or till the continuation of defect Liability period, whichever is more and for all other Contractors, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged /determined by the competent authority, Client.

#### **Article 7- other Provisions**

- 1) This Pact is subject to Indian Law., place of performance and jurisdiction is the headquarters of Client of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a company, the Pact must be signed by a representative duly authorized by board

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resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

**Article 8- LEGAL AND PRIOR RIGHTS:**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and /or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

..... (For and on behalf of Principal/owner)

..... (For and on behalf of Contractor)

1



(Signature, Name & address)

2.

(Signature, Name & address)

Place:

Date :

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#### **12. Terms of Payment:**

- 15% of total amount as advance against Advance Bank Guarantee.
- Balance amount will be paid in monthly running bills based on the work completed in a specific month till the completion of project.

**Note: Trial should start within 10 days after receiving of advance amount.**

#### **13. Liquidated Damage:**

Any delays in providing the test certificate due to reasons attributable to the bidder, KAPL shall have the right to get the tests done through a different agency and the costs for the test shall be borne by the Bidder.

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