(A GOVT. OF INDIA ENTERPRISE)

Materials Dept.: Arka The Business Centre, Plot No 37 , NTTF Main Road, Peenya Industrial Area, 2nd Phase Bengaluru-560058



Website: www.kaplindia.com



#### OPEN TENDER ENQUIRY No. KAPL/PC/048/1543/04.12.2025/2025-26

<u>Item Description: RSPP CAPS OF ASSORTED COLOURS & SIZES</u>

Item Code: 3SL

Tender Issuing Date:04.12.2025

#### A. <u>Instruction to tenderers:</u>

Type of Tender:	Open tender – Single bid
Bid submission mode	Online through e-tendering portal
	www.tenderwizard.com/KAPL
Closing date and time for receipt of tenders	13.12.2025 (23:59 HRS)
Tender open date	15.12.2025
Place of BID submission & opening of bids	KAPL E-Procurement portal
Delivery lead time	1 week
Quality Parameter	Material should comply as per our in-house specification
Contract duration	Successful bidder(s) will be empanelled with KAPL for the period of 06 (six) months
Email ID for communication	pspm@kaplindia.com
	purchaseincharge@kaplindia.com
	hodpurchase@kaplindia.com
Web Address	www.kaplindia.com

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#### Annexure-A

#### **Important Instructions for E-Tender**

# <u>Bidders are requested to read the terms and conditions of this tender before submitting your online tender.</u>

Process of E-Tender:

A) Registration: The process involves vendor's registration with KAPL e-procurement /procurement portal which is **free of cost**. Only after registration, the vendor(s) can submit his/their bids electronically. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. KAPL is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

#### SPECIAL NOTE: THE BID HAS TO BE SUBMITTED ON-LINE AT www.tenderwizard.com/KAPL

- Vendors are required to register themselves online with <u>www.tenderwizard.com/KAPL</u> E-Procurement of KAPL. Register as Vendor -- Filling up details and creating own user ID and Password→ Submit.
- 2) After successful registration send request mail with acknowledgement slip to purchase@kaplindia.com pspm@kaplindia.com for account activation.
- 3) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact KAPL, (before the scheduled time of the E-tender). Contact person (KAPL):
  - S.KOMALA DEVI DM (PURCHASE) 080 23571590 EXTN 254
  - BRC RAJESH-M (MATERIALS)- 080 23571590 EXT 257
  - NC MAHESH- DGM(MATERIALS) 08023571590 EXTN 250
  - E-mail:- pspm@kaplindia.com /purchaseincharge@kaplindia.com
- 4) Vendors should upload the below mentioned supporting documents (based on their type of Organization) during registration process (In case of new vendors only).
- 1. PAN Card.
- 2. Certificate of Incorporation (for Indian organizations)
- 3. GST Certificate.
- 4. An Address proof is also to be submitted in case of Individuals.
- 5. If the firm is registering in joint venture, they also need to upload deed agreement.

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#### NOTE 1:

- 1) Uploaded copy of all these supporting documents must be self-attested by authorized signatory. Attested signature shall also be verified by Tender Wizard Helpdesk for further authentication process.
- 2) Tenderer digital signature on the E- Tender form will be considered as their confirmation that they have read and accepted all the conditions laid down in the tender documents, unless specific deviation is quoted in the techno- commercial offer form.
  - E- Tender form is not transferrable and the same is to be submitted with digital signature/ signed & scanned copy by the pre- authorized personnel of the bidder. Tender is to be submitted through e-tender-mode only at website <a href="www.tenderwizard.com/KAPL">www.tenderwizard.com/KAPL</a> along with scanned copies of credential papers.
- 3) For what so ever reasons, if any part of KAPL tender document is not uploaded/ submitted by the bidder, other than financial and technical offers and requisite Pre-Qualifying credentials, in that case the missing part of the tender document shall be treated as read and acceptable to bidder.
- 4) Tenders completed as per instructions will be submitted through e-tendering mode only in the website <a href="www.tenderwizard.com/KAPL">www.tenderwizard.com/KAPL</a> as per the prescribed date and time mentioned in the tender notice and tender will be opened on the prescribed date and time in the presence of tenderers or their authorized representative who may wish to be present. Only one representative of each tenderer, who has submitted the tender, will be allowed.
- 5) The tenderer shall satisfy KAPL that they are competent and authorized to submit tender and/or to enter into a legally binding contract with the KAPL. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender submitted by him is legally binding upon himself, his firm or company as the casemay be.
- 6) KAPL reserves the right to cancel the tender at any stage without assigning the reasonsthereof.
- **B** Scope of Supply: Supply of following item:

SL NO	ITEM DESCRIPTION	UOM	Approx.qty for 06 months	Value
1	RSPP CAPS OF ASSORTED COLOURS & SIZES	THS	1850	Rs, 9,91,820/-
2				
3	Item details(Annex-1) & Technical specification enclosed.			

Note: Bidder should submit material test certificate along with material (COA).

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Any vendor other than approved vendor participates in tender, same will be considered after QA approval. Material should be supplied as per the PO quantity or less than PO quantity only.

#### C: TERMS & CONDITIONS:

- 1. Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
- 2. Documents to be submitted:
- a) Signed copy of this document (All the pages).
- b) Filled price details as per the format provided below in this document.
- c) Technical details /datasheet for the enquired product (if applicable).
- d) Micro/ Small Enterprise (Certificate issued by MSME)/UAM/NSIC certificate (Ifapplicable).
- e) Manufacturing unit details (if any).
- 3. **Price validity:** Price validity will be for six (06) months. Price should be inclusive of P&F, Freight, Transit Insurance and GST. Price shall remain fixed & no price variation shall be accepted till completion of contract.
- 4. **Evaluation criteria**: KAPL management has the right to match L1 rte with I2 vendors. Incase the quantity is more, the order shall be split at the ratio of 60:40, subject to approval of competent authority. In split orders if the item is not as per our specification, like any change in the size and colour the order will not be placed to two vendors(L1& L2).
- 5. **Terms of Payment: 45**days credit from the date of SRN (Stores Receipt Note).
- 6. **Delivery Terms & Delivery Address:** Delivery shall be made on F.O.R Basis, Karnataka Antibiotics and Pharmaceuticals Ltd, Bengaluru. Delivery Address: Stores, Karnataka Antibiotics and Pharmaceuticals Ltd, No 14 Peenya Industrial Area, Bengaluru-560058. Unloading charges at KAPL factory should be borne by the supplier.
- 7. **Delivery Schedule**: Time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by KAPL in the contract.
- 8. **Failure & Termination**: Any delay attributable to the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all the following sanctions besides any administrative action such as (a)Imposition of liquidity damages; (b) Termination of contract for default. The manner &method of re-purchase will be at KAPL discretion only.

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- 9. **Liquid Damages:** In case your quotation is accepted and order is placed on you, the supply against the order should be made within the period stipulated in the purchase order .KAPL reserves the right to recover any loss sustained due to delayed delivery by way of penalty. Failure to supply the material within the stipulated period shall entitle KAPL to impose liquidated damages without assigning any reasons @0.5% (Half Percent) of the total value of the item covered in order as LD per week or part thereof subject to a maximum of 10% (Ten Percent) which you unconditionally and expressly agree to extension is obtained in writing from the office on valid ground before expiry of delivery period.
- 10. Extension of time: Management has the right to extend the tender date & time at its discretion.
- 11. (a) **Rejection Replacement**: In case of supplies, materials not meeting our specification will be rejected outright and the rejected material shall be taken back within 7 days at the cost and risk of the supplier and replacement should be made within 15 days from the date of intimation. No payment shall be made for rejected item. If the material is not taken back within the stipulate period, KAPL reserves the right to dispose-off the material at the risk and expense of the vendor as per provision under Section IV: General conditions of contract.

(b)In case of online quality rejection, Net loss of processing charges i.e.RM, PM, Excipients including conversion

charges will be recovered.

- 12. **Risk Purchase Clause:** If the supplier fails to abide by the terms and conditions of the contract/agreement, or fails to supply the material as per the delivery schedule or any time repudiates the contract, Procure the tendered item / render service from other agencies at the risk and cost of the supplier. The cost difference between the alternative arrangement and existing contract value wherein default has been made will be recovered from the supplier along with the other incidental charges.
- 13. **Termination for Convenience (Foreclosure) Clause:** KAPL reserves the right to terminate the contract, in whole or in part for its (KAPL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of KAPL. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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- 14. **Settlement of Disputes through Arbitration:** In case of a dispute between the Bidder & KAPL ,all possible attempts should be made to settle such dispute activities by & between the parties. In case the dispute could not be settled mutually by & between the parties the same would be settled by an Arbitration Proceeding strictly in compliance with the Arbitration & Conciliation Act, 1996. The Managing Director of KAPL reserves exclusive right to appoint the arbitrator & the decision of the Arbitrator will be final & binding on all the parties.
- 15. **Legal Jurisdiction:** The Courts of Bengaluru (Karnataka State) shall alone have jurisdiction to decide on any legal matter of dispute whatsoever arising out or in respect of the contract.
- 16. **Force Majeure:** In the event of any unforeseen event directly interfering with the supplyof stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by KAPL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not preventedby the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure bygiving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- 17. **Fore-Closure Clause:** If at any time during the continuation of this contract, the use of material ordered in this contract is completely banned or due to drastic change in Government policy its use as, raw material is discontinued or is declared hazardous to public health or cause rising to civil commotion, epidemics, wide-spread strikes and 21 days' notice of such eventualities is given by purchaser to the seller, the seller without any right to enforce the contract, will agree to the fore-close the performance of balanceportion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.
  - a. **Rights of Rejection:** KAPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever.
  - b. **Evaluation Criteria:** Evaluation shall be carried out on overall lowest effective price.

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# We hereby confirm that

1.	We accept all the terms & conditions mentioned in the enquiry.
2.	Price quoted is inclusive of P&F, Insurance, Freight and GST on F.O.R Basis, KAPL, Bengaluru.
3.	Bank Details :( In case of New Vendor only)
	Bank Acc. No;
	Bank Acc Name;
	Branch name:; Branch Code;
	IFSC;
4.	MSME / NSIC status(If yes, then supporting document shall be
	submitted along with the offer to avail the benefits under the Procurement Policy forMSEs,
	Order 2012 along with its amendments.)
	$(Please\ fill\ above:\ MSI-For\ Micro\ Enterprises;\ SSI-For\ Small\ Enterprises;\ MED.SI-ForMedium$
	Enterprises; NSIC – For National Small Industries Corporation regd. firm)
Signat	ure of bidder:
Name (	of the Firm:
Seal of	the firm:
GST No	).:
Conta	ct Details:-
Contac	t Person:
Contac	t Number:

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# (To be submitted on Company letterhead)

#### **BID SECURITY DECLARATION**

We, the undersigned, declare that we will automatically be suspended from being eligible for bidding in any tender with Karnataka Antibiotics and Pharmaceuticals Ltd, Bengaluru for the period of 6 months, if we are quoting for unapproved make continuously for 3 time, quoting without authorization letter from the manufacturers and continuous on line rejection for 3 times.

Signature
_
Name
Designation
Date
Stamp of the Organization

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