



**KARNATAKA ANTIBIOTICS &
PHARMACEUTICALS LIMITED**

(A Government of India Enterprise)

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|-------------------------|-------------------------------------|
| ENQUIRY REF. No. | KAPL/FG/ 1987 |
| DATE | 06-12-2024 |
| DUE DATE | 12-12-2024 TILL 23:59HRS |

Dear Sir,

Please visit our E-tender portal (<https://www.tenderwizard.com/KAPL>) and submit your Commercial (lowest and competitive) offer for our below enquiry.

| SL. NO. | ITEM DESCRIPTION | Pack | UOM | QTY. |
|---------|------------------|-------|-----|--------------------|
| 01 | CAL K GEL | 300ML | NOS | As PER REQUIREMENT |

Terms & Conditions:

- Tenders are to be uploaded on E-Tendering portal (<https://www.tenderwizard.com/KAPL>) only in Two part bid system.
(a) Technical Bid
(b) Price Bid
- Rate: F.O.R CWH, Peenya-Bangalore (Rates are inclusive of Transportation charges)
- Payment Terms : Payment will be made between 45 days from the date of receipt and approval of stocks.
- Rate & Agreement Validity :31.03.2025
- GST as applicable.
- Product Specifications as per KAPL.
- Procurement is on a Third Party manufacturing basis. (I.e. Manufactured By and Marketed By)
- Bank guarantee : Whenever any Purchase Order is placed in favour of a Bidder, post empanelment 3% bank guarantee must be submitted by the Bidder in the form of bank guarantee within 7 days from the date of invoicing. Bank Guarantee shall be valid till expiry date of the products to be supplied against Purchase Order.
- Liquidated Damage: 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 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. Quality issue of material supplied by the LL Manufacturers and consequences arising out of such issue would be entirely the responsibility of the LL Manufacture, under no circumstances; KAPL will be responsible for such issues /implications arising out of such Quality Compliances. The Bank Guarantee against such order where quality issue has been reported will be invoked in such case. Alternatively, 3% retention money will be deducted from payments, which shall be released after expiry period of the medicines supplied under the relevant Purchase Order.

11. Risk Purchase Clause: If the deliveries are not maintained and due to that account KAPL is forced to buy the material at your risk and cost from elsewhere after due notice to you, the loss or damage that may be sustained there will be recovered from the defaulting supplier.

12. KAPL will intimate 30 days in advance about the requirement to the LL manufacturer. The parties however, agree to co-operate with each other in the planning of the production schedule, whenever urgency is required.

13. The LL Manufacturers agrees to take responsibility for meeting statutory obligations required under the Drugs & Cosmetics Act, 1940 and Rules made thereunder and observing the stipulated rules and regulations of the GST with regard to manufacture of the product and clearance thereof. In case there is any levy/ demand from any Statutory Authorities for non-compliance of any of the provisions of any statute or otherwise, the same shall be borne by the LL Manufacturer and the KAPL shall not be responsible for the same.

14. That for a period of six months after the date of expiry or as per statutory requirements, the LL Manufacturers shall suitably store the reference samples, the manufacturing and testing records for each batch in accordance with the Drugs and Cosmetics Act 1940, and the rules made thereunder and shall make such samples and records available to the KAPL to forward excise on demand. These obligations shall remain in force even after termination of this agreement for whatsoever reasons in respect of batches manufactured before the said termination.

15. KAPL reserves the right to enter Agreement with one or more LL Manufacturer to the same product if the KAPL deem necessary.

16. LL Manufacturers shall replace rejected stocks, if any, with fresh stocks on account of quality defects/declared sub-standard due to material defect, manufacturing defect etc., misbranding, misprinting [or] any such aspects which according to Drug Authorities or any other statutory authorities is not acceptable [or] is in violation of any of the status, governing this contract. Any liabilities, charges, levies, deductions, etc., in this regard shall be totally met by the LL Manufacturer and to this extent the KAPL shall stand fully indemnified by the LL Manufacturer.

17. Loan License applying and Fee for the same is under the scope of manufacturer

18. Shelf Life: As per KAPL/Pharmacopeia Standards.

19. Freight & Insurance Charges: To be borne by Manufacturer.

20. All inputs are procured by Manufacturer.

21. Complete analysis of In-process & Finished Product on Manufacturer account.
Documents to be submitted in Technical Bid.

1. Tender Document duly Signed and Stamped in all Pages along with Corrigendum (if Any).

2. PAN NO

3. GST NO

कर्नाटका एन्टिबायोटिक्स एण्ड फार्मास्युटिकल्स लिमिटेड
(भारत सरकार का उद्यम)



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NOTE:

- INCASE IF YOU ARE NOT QUOTING PLEASE SEND THE REGRET LETTER.

Thanking you,

**Yours faithfully,
For KARNATAKA ANTIBIOTICS
& PHARMACEUTICALS LIMITED**

AUTHORIZED SIGNATORY