



**KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LIMITED  
BENGALURU**

**“GLOBAL TENDER NOTICE”**

**TECHNOLOGY TRANSFER  
FOR  
CEPHALOSPORIN-C (INTERMEDIATE)  
&  
7-AMINOCEPHALOSPORANIC ACID (7-ACA)  
BULK DRUG PROJECT  
CAPACITY/ANNUM:1000 METRIC TONNE/ANNUM**

**TENDER No.: KAPL-HO/SR/1412**



**KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LIMITED  
BENGALURU**

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**SCHEDULE**

RFP Issuance Date	18/04/2023	
Last Date for Submitting Queries/Pre-bid meeting date	10/05/2023, 15:00 Hours IST	
Pre Bid meeting	Video Conference Link will be available one day before the pre-bid meeting at <a href="http://www.kaplindia.com">www.kaplindia.com</a> .	
E-mail for prebid queries	7acaproject@kaplindia.com	
Last Date of Response to Queries (Closing Date)	17/05/2023, 18:00 Hours IST	
Last Date of Bid Submission	02/06/2023, 18:00 Hours IST	
Opening of Technical Bids	05/06/2023, 15:00 Hours IST	
Place of Bid Submission/Opening of Tender	HOD Purchase, M/s Karnataka Antibiotics and Pharmaceuticals Limited, KAPL HOUSE "ARKA – THE BUSINESS CENTRE", Plot No. : 37, Site No. : 34/4, NTTF Main Road, Peenya Industrial Area, 2nd Phase, Bangalore-560 058	
Bid Validity	150 days from the last date of submission of Bids	
EMD(Indian Rupees or equivalent foreign currencies/Bank Guarantee/Letter of Credit)	Rs 1,000,000/- (Rupees one million) Indian or equivalent foreign currencies. Bank details are as under:-	
	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
Performance Security	3% of the work order value in the form of a Bank Guarantee at the time of issue of the work order	
Date of Completion of 1 <sup>st</sup> Commercial Batch	31/10/2024	
E-mail 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, the first working dates following such date shall be considered for the purpose of this RFP.



## **KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LIMITED BENGALURU**

### **1. DEFINITIONS**

- 1.1. “Purchaser” means Karnataka Antibiotics and Pharmaceutical Limited
- 1.2. “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- 1.3. “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender.
- 1.4. “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- 1.5. “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexures etc. therein.
- 1.6. “Performance Security” means a monetary or financial guarantee to be furnished by the successful tenderer for the due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- 1.7. “Day” means calendar day

### **2. ABBREVIATIONS**

- 2.1. “GIT” means General Instructions to Tenderers
- 2.2. “PSU” means Public Sector Undertaking
- 2.3. “BG” means Bank Guarantee
- 2.4. “TE Document” means Tender Enquiry Document
- 2.5. “EMD” means Earnest Money Deposit
- 2.6. “KAPL” means Karnataka Antibiotics & Pharmaceuticals Limited
- 2.7. “KSM” means Key Starting Material
- 2.8. “cGMP” means Current Good Manufacturing Practices
- 2.9. “MSEs” means Micro and Small Enterprises
- 2.10. “DIPP” means Department of Industrial Policy & Promotion
- 2.11. “GTE” means Global Tender Enquiry

### **3. LANGUAGE OF TENDER**

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser shall be written in the English language unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

### **4. ELIGIBLE TENDERERS**

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.



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### **5. TENDERING EXPENSE**

The tenderer shall bear all costs and expenditures incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. However, the purchaser will, in no case be responsible or liable for any such cost, expenditure etc., regardless of the conduct or outcome of the tendering process.

### **6. AMENDMENTS TO THE DOCUMENTS**

- 6.1. At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 6.2. Such an amendment will be notified/Published only through KAPL's website <http://www.kaplindia.com>.
- 6.3. In order to provide reasonable time to the prospective tenderers to take necessary action in the submission of their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

### **7. EARNEST MONEY**

- 7.1. The EMD/ Bid guarantee for the amount stipulated shall accompany the tender technical bid of the tender in Indian Rupee or an equivalent amount of the currencies of the country of the tenderer. The EMD/ Bid guarantee shall be in any one of the following alternative forms subject to the approval of the purchaser.
  - a. A crossed Bank draft in favour of Karnataka Antibiotics and Pharmaceuticals Limited payable at Bengaluru from any scheduled commercial banks.
  - b. An irrevocable bank guarantee or irrevocable letter of credit (LC) (in equivalent foreign exchange amount) issued/confirmed from any of the scheduled commercial banks in India in favour of Karnataka Antibiotics and Pharmaceuticals Limited payable at Bengaluru.
- 7.2. Those bidders registered under Micro and Small Enterprises (MSEs) or Startups as recognized by the Department of Industrial Policy & Promotion (DIPP) are exempted from depositing EMD.
- 7.3. For claim exemption from depositing earnest money, the tenderer should be registered with MSME or Startups as recognized by the Department of Industrial Policy & Promotion (DIPP) are required to submit the proof.
- 7.4. EMD shall be paid online as per the bank details provided in the tender schedule.
- 7.5. Bidders are required to furnish EMD details/Proof of Payments along with the **“TECHNICAL BID”**.
- 7.6. No interest will be payable by the purchaser on the Earnest Money/Bid Guarantee.



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- 7.7. The Earnest Money/Bid Guarantee deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 7.8. The earnest money of all unsuccessful tenderers will be returned by the KAPL
- 7.9. The Earnest Money Deposit of the successful tenderer will be released after 45 days of validity of the bid period(150 days).

**8. SUBMISSION OF BIDS**

- 8.1. Interested parties shall submit their bids in two separate sealed envelopes, i.e. technical bid and commercial bid.
- 8.2. The technical bid shall be sent in a separate sealed envelope superscribed as "**TECHNICAL BID**" along with the Tender 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. In addition, other Certificates / Declarations, as per Annexures enclosed, are to be submitted.
- 8.3. A commercial bid shall be sent in a separate sealed envelope superscribed as "**COMMERCIAL BID**" along with the Tender number and date on top of the envelope.
- 8.4. **The bidder should put the 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.**
- 8.5. All bids should be addressed to  
"HOD Purchase"  
M/s Karnataka Antibiotics and Pharmaceuticals Limited,  
KAPL HOUSE "ARKA – THE BUSINESS CENTRE",  
Plot No. : 37, Site No. : 34/4, NTTF Main Road,  
Peenya Industrial Area, 2nd Phase,  
Bangalore-560 058.  
India.

**9. EVALUATION OF TENDERS**

- 9.1. Tenders will be evaluated on the basis of the TE document, based on which tenders have been received and the terms, conditions etc., mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.
- 9.2. 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 Pre-Qualification Criteria (PQC)/Any discrepancy observed in the submitted documents.
- 9.3. Screening of bid documents shall be carried out by a Committee constituted by the Managing Director, KAPL, as per Pre-Qualification criteria mentioned in the GTE document and based on verification of documents submitted.



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9.4. All the prices and other information's like documents etc., having bearing on the price shall be written in both 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.

**10. INSTRUCTIONS TO BIDDER**

**10.1. Documents to Furnish**

Bidders are requested to go through all pre-qualification requirements, the scope of licensing for execution & requirements w.r.t technical/financial capabilities for acceptance and submission of documents for verification by KAPL.

Documents to be furnished are:

- Authorization Letter(Format-1)
- Declaration (Format-2)
- Applicant Profile for Technology Transfer(Format-3)
- Strength & Merits of the Applicant(Format-4)
- Undertaking with regard to Blacklisting(Format-5)
- Undertaking with regard to Non-Litigation(Format-6)

10.2. Each page of the Bid should be numbered consecutively, should bear the Bid number and should be signed by the tenderer (Authorized Signatory) at the bottom. In addition, a reference to the total number of pages comprising the offer should be made at the top right-hand corner of the first page.

10.3. Any other information which the bidder may like to provide.

10.4. KAPL reserves the right to call for any clarifications confined in the broad scope wherever such a clarification becomes necessary for proper judgment in evaluation.

10.5. Price Bid should contain complete scope with stage-wise fees. Please note – it should be linked with the performance and the yield of the master seed as per the claim.

10.6. In the event of any controversy or claim arising out of or relating to any provision of the contract, the parties shall try to settle such dispute or claim amicably between themselves. If failing, to any dispute/Allegation made either by the purchaser 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 in Bengaluru, India. The award thereof shall be final and binding on the parties.

10.7. The place of court jurisdiction would be Bengaluru, India.

10.8. Finalized bidder should give Technical Assistance to the purchaser by e-mail or phone to solve technical troubleshooting within 24 hours of the request. If required, the purchaser can invite the finalized bidder onsite to solve the problem.

**11. BRIEF ABOUT THE COMPANY**

11.1. Karnataka Antibiotics & Pharmaceuticals Limited (KAPL), a Government of India Enterprise under the Ministry of Chemicals and Fertilizers, Department of Pharmaceuticals.



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- 11.2. 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.
- 11.3. The plant started its commercial production in 1984.
- 11.4. We are a PIC/S GMP Certified, ISO 9001:2015; ISO 14001:2015; ISO 45001:2018 & WHO-GMP accredited company.
- 11.5. The Existing factories are located in Bengaluru & Dharwad, India. The upcoming factory is at Ujjain, India.
- 11.6. The Corporate office is located at KAPL HOUSE "ARKA – THE BUSINESS CENTRE", Plot No. : 37, Site No. : 34/4, NTT Main Road, Peenya Industrial Area, 2nd Phase, Bangalore-560 058, which is located 1 km away from the factory site.

### **12. OBJECTIVE**

- 12.1. This document aims to define the scope of work to be handled by the Technology (Tech) Transfer Company regarding the Process Engineering and Process Technology Transfer for the project of Cephalosporin-C (Intermediate) & 7-ACA, which KAPL proposed to start at Vikram Udyogpuri, Ujjain (Madhya Pradesh), India.
- 12.2. This document provides the expected deliverables, roles and responsibilities of the Technology Transfer Company at various stages of the project.

### **13. CRITERIA FOR SELECTION OF “TECH TRANSFER COMPANY”**

- 13.1. Technology Transfer Company shall have a minimum of 10 years of experience in handling and executing of API and fermentation-based production projects.
- 13.2. Tech Transfer Company shall have experience in executing Cephalosporin-C (Intermediate) & 7-Aminocephalosporanic acid (7-ACA) products.
- 13.3. The Annual Average Financial turnover of the bidders during the last three years ending 31st March of the previous financial year should be at least 30% of the estimated cost.
- 13.4. The Applicant should have successfully completed similar projects in the last five years previous to the one in which applications are invited should be either of the following:-
  - 13.4.1. Three similar completed projects costing not less than the amount equal to 40% of the estimated cost.
  - 13.4.2. Two similar completed projects costing not less than the amount equal to 50% of the estimated cost.
  - 13.4.3. One similar completed project costing not less than the amount equal to 80% of the estimated cost.
- 13.5. Technology Transfer Company shall have thorough process know-how of biological and fermentation-based Key Starting Material (KSM) plant and must have process know-how of Cephalosporin-C (Intermediate) & 7-ACA.
- 13.6. Technology Transfer Company shall have technical and competent manpower for handling the various areas of the project.
- 13.7. Process Technology/design shall meet cGMP requirements.
- 13.8. The Technology Transfer Company shall furnish the following details.





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a. Data Sheet/Claim Sheet

<b>Cephalosporin-C (Intermediate) and 7-Aminocephalosporanic acid (Final Product)</b>				
<b>Cephalosporin-C (Intermediate)</b>			<b>Ceph-C to 7-ACA (Final Product)</b>	
Claimed Titer value / Activity (G/L)	Lab Shake flask	---- G/L	Lab Shake flask	---- G/L
	Lab Fermenter	---- G/L	Lab Fermenter	---- G/L
	Pilot Fermenter	---- G/L	Pilot Fermenter	---- G/L
	Commercial Fermenter	---- G/L	Commercial Fermenter	---- G/L
Claimed DSP Recovery % (Pharmacopeia product)	Lab Shake flask	---- %	Lab Shake flask	---- %
	Lab Fermenter	---- %	Lab Fermenter	---- %
	Pilot Fermenter	---- %	Pilot Fermenter	---- %
	Commercial Fermenter	---- %	Commercial Fermenter	---- %
<b>Output of One batch _____ Kgs@250KL – Final Product of 7-ACA</b>				

The bidder must fill up the above claim sheet for technical evaluation, and it should be for the lab stage, Pilot Plant stage, and scale-up commercial batch stage. So there are three different claim sheets along with the BID.

- b. Brief raw material specification and requirement/Consumption details.
- c. Utility Equipment's including capacity, configuration and Utilities (Power, Steam, Compressed Air, Chilled Water, Brine, etc.) requirements for commercial production.
- d. Brief process equipment's (Fermentation, Down Stream, Enzymatic Process, etc.) requirements for commercial production. The proposed capacity of the lab fermenter, Pilot fermenter, Seed Vessels, main fermenter, Filtration/Down Stream equipment's, etc.
- e. Output in Kg/ KL per batch of commercial production.
- f. Suggested capacity/size of main fermenters.
- g. Any other data required for assessing commercial Viability.

**14. SCOPE OF WORK FOR TECHNOLOGY TRANSFER COMPANY (CONFIRMATION TO BE GIVEN IN THE TECHNICAL BID)**

- 14.1. Providing master culture, maintenance & propagation.
- 14.2. Providing preservation details protocol with guaranteed yield.
- 14.3. Culture characterization as per regulatory requirement (phenotype-genotype and source)
- 14.4. Process know-how with the latest technology. (MICROBIOLOGY, UPSTREAM, DOWNSTREAM, ANALYTICAL AND IF ANY ADDITIONAL IS REQUIRED).
- 14.5. **The Technology verification at the Vendor site, the same technology verification at the Indian site at the same scale, followed by three pilot scale batches and later on providing complete three commercial validation batches at 250 KL.**
- 14.6. Process Equipment, automation with capacity, specifications, critical process parameters, and P&ID.



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- 14.7. Raw material Specifications with quantity, quality and source of vendors and manufacturers. Raw material to be selected from indigenous sources.
- 14.8. QC with additional stage-wise testing.
- 14.9. Troubleshooting for variation in process control parameter quality of raw material variation and optimization of manufacturing cost.
- 14.10. The company will be responsible for finally getting yield as per the claim in the commercial batches.
- 14.11. Helping during the execution of all critical installations.
- 14.12. Developing all required protocols, test certificates, validation protocols, documentation, risk assessment, mitigation, SOP and regulatory affairs.
- 14.13. Instrument & equipment requirements for commercial production.
- 14.14. Analytical details with in-process samples analysis, technical grade and finished product.
- 14.15. The process Technology provider will be responsible for providing the master seed/cell line/clone along with process equipment requirements for lab trial, pilot plant trial and commercial scale-up upto exhibit batches with the required yield.
- 14.16. The technology transfer company should also train the KAPL team in the execution of the commercial batches.
- 14.17. If there is any failure in the technology transfer, the service provider will have to pay the total cost of the technology transfer with interest at 10% per annum.
- 14.18. If there is any breakage or spillage of the master seed/cell during the transportation/ technology transfer then the technology transfer company should take responsibility for providing the new master seed/cell.



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**DISCLAIMER**

KAPL may, at its discretion or as a result of a query, suggestion, comment of the offerer, may modify the GTE documents by issuing an amendment or a corrigendum at any time before opening the GTE. Any such amendment or corrigendum will be uploaded on KAPL's website <http://www.kaplindia.com> and the same will be binding on all the bidders, as the case may be.

KAPL, at its discretion, may extend the due date of submission of GTE, 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 <http://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.

KAPL at its discretion may cancel the GTE as deemed necessary in the company's best interest without assigning any reasons thereof

If at any time during the examination, evaluation, and comparison of GTE, KAPL, at its discretion, can ask the bidder for clarification of its GTE. The request for clarification and the response shall be in writing.

All cost and expenses associated with the preparation and submission of the GTE response shall be borne by the bidder. KAPL shall not be responsible for any late receipt of applications for any reasons whatsoever.

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.

Conditional offers will be summarily rejected.

KAPL reserves the right to reject all bids without assigning any reasons thereof.

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. Ref: GTE No. \_\_\_\_\_ dated \_\_\_\_\_ 2023.

Sir,

This has reference to your above mentioned GTE for \_\_\_\_\_  
\_\_\_\_\_.

Mr./Miss/Mrs/Dr \_\_\_\_\_ is here by authorized  
to submit the GTE 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)

\_\_\_\_\_

Yours faithfully,

(Signature of the Authorized signatory)

Name:

Designation:

Seal:

Date:

Place:

**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 transfer of technology.

M/s.....(Bidder Company Name)

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

Sir,

The undersigned have read and examined in detail all the GTE documents pertaining to your transfer of technology do hereby express an interest in undertaking the manufacture of the product as mentioned in the GTE 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.	E-mail ID of the contact person	

Yours faithfully,

(Signature of the Authorized signatory)

Name:

Designation:

Seal:

Date:

Place:

**Applicant Profile for Technology Transfer**  
(To be submitted on Bidder Letter Head)

1. Organizations or entrepreneurs interested in providing technology transfer to KAPL may kindly provide background information on their organization/experience. This information will help KAPL to identify a suitable industry partner for technology transfer.
2. Kindly attach copies of the **annual report, product 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>Please state the nature and details of the business carried out at present</b> (please add separately, if needed)
2.	<b>Major projects handled</b>
3.	Company's strength with a brief description of processes handled
4.	Company's human resources and highlight qualification/experience of key technical and managerial
5.	Company's R&D setup, strength & technology
6.	Company's experience in commercializing technology/technology absorption
7.	Please highlight any other relevant information such as synergy in technology or marketing of the product on offer

I/we hereby declare that the 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:

**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 an additional sheet, if required.

**1. Do you have any experience in handling of Technology Transfer projects of this kind?  
Yes /No**

**2. If Yes, kindly share the details**

**3. Kindly share your plan of action to accomplish this technology transfer project until commercialization.**

**4. What is your plan for scaling up?**

**5. How will the pilot batches to be undertaken?**

**6. What support do you anticipate from KAPL?**

I/we hereby declare that the 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:

**Undertaking with regard to blacklisting**  
(To be submitted on Bidder 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. Ref: GTE 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 the License and Forfeiting of paid license fee.



**Undertaking with regard to Non-Litigation**  
(To be submitted on Bidder 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. Ref: GTE 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.

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 the License and Forfeiting of paid license fee.

The following documents are to be enclosed:

Sl. No.	Documents required	Type of document attached	Page No.
1.	Copies of documents defining the 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 the last three financial years, Income Tax return.		
4.	Authorization Letter	As per format –1	
5.	Declaration	As per format –2	
6.	Applicant Profile for Technology Transfer	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.	Any accredited certifications ( If applicable)		

I/we hereby declare that my/our GTE 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:

**PRICE BID***(To be submitted on Bidder Letter Head)*

Name of the Tenderer	
Address of the Tenderer	
Communication address of the Tenderer	
E-mail / Fax / Telephone No.	
Name of the authorized signatory	

Rates to be quoted for INR/USD

- I) Name of the Project: Technology Transfer for Cephalosporin-c (Intermediate) & 7-Aminocephalosporanic Acid (7-ACA) Bulk drug project.
- II) The rate quoted by the bidder should be FOR/CIF Destination basis for delivery in Bengaluru/Ujjain or anywhere in India.

Item	Currency	Rate In Figures	Rate in Words
Rate inclusive of packing /forwarding charges, insurance charges, freight, handling charges, Travelling/Visiting Charges, all other ancillary charges, all central and local taxes, levies and duties on for destination basis.			

- 1) The quoted rate shall remain firm throughout the period of the 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.

Yours faithfully,

(Signature of the Authorized signatory)

Name:

Designation:

Seal:

Date:

Place:

## **15. TERMS OF PAYMENT**

- 15.1. 10% against advance Bank Guarantee/Letter of Credit along with order until the three successful commercial validation batches are established.
- 15.2. 10% on Due diligence of the process – to understand the technological requirement.
- 15.3. 40% on transfer of technology documents.
- 15.4. 30% after taking three successful commercial validation batches.
- 15.5. 10% after extended support after one year from the first successful commercial validation batch.
- 15.6. Payment terms are negotiable but subject to KAPL management.

## **16. LIQUIDATED DAMAGE**

- 16.1. If the project is not completed within the agreed timeline, the service provider will have to pay the penalty charges as per the agreed tender terms.
- 16.2. In the event of delay of the project within the stipulated delivery schedule, we may, at our option, either (a) recover from you liquidated damages @0.5% of the project value for every week or part thereof delay, subject to a maximum of @5.0% of the total order value or (b) cancel the order at your risk and cost and recover the extra expenditure incurred by us in completing of the project from the alternate source. The manner and method of repurchase will be at KAPL discretion only.
- 16.3. After handing over the facility to the technology provider, the vendor shall establish three successful commercial validation batches within 90 days. In case, if the vendor fails to do so LD charges shall be applicable as indicated above.

## **17. PERFORMANCE GUARANTEE & WARRANTY**

- 18.1. The technology should be demonstrated at the site at atleast three validation batch meeting all required specification criteria.
- 18.2. As and when required, if there is a failure in the batch, the transferring site should assist KAPL for at least one year.
- 18.3. If the claim value is not achieved, the payment should be returned to KAPL except 10% advance payment.