
	<p align="center">LEASE ENQUIRY DOCUMENT LAB SCALE & PILOT SCALE PLANT ON LEASE</p>	
<p>KARNATAKA ANTIBIOTICS & PHARMACEUTICALS LTD.</p>	<p>DOC. NO.: KAPL-7ACA-LE-001</p>	<p>DOSHI CONSULTANTS PVT. LTD.</p>


**M/s KARNATAKA ANTIBIOTICS AND
PHARMACEUTICALS LIMITED
UJJAIN, MADHYA PRADESH**



"LEASE ENQUIRY DOCUMENT"

**LAB-SCALE &PILOT-SCALE PLANT ON LEASE
FOR
CEPHALOSPORIN-C (INTERMEDIATE)
&
7-AMINOCEPHALOSPORANIC ACID (7-ACA)
BULK DRUG PROJECT**

PRODUCTION OF 7-ACA (QUANTITY BETWEEN 0.5 – 5 KG)

TENDER DOCUMENT NO.: KAPL-7ACA-LE-001

Prepared by: SB	Date of Issue:	16/05/2023		
Doc-Type: Enquiry Document	Customer:	Karnataka antibiotics and pharmaceuticals ltd		
Title: Lab Scale & Pilot Plant on Lease	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-7ACA-LE-001	Language: English	Version: V.0	Page No.: 1 / 27



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Document Approval

Prepared By (DCPL)	Reviewed By (DCPL)	Review & Approved By (KAPL)	Review & Approved By (KAPL)	Review & Approved By (KAPL)	Review & Approved By (KAPL)
Mr. Sanjay Bhargava	Dr. Umesh Luthra (Process)	Mr. K.P. Rajan	Mr. Mahesha NC (DGM Formulations)	Mr. B.U. Kamath (GM Technical)	Mr. Shailesh Kumar (Project Head)
16/05/2023	16/05/2023	16/05/2023	16/05/2023	16/05/2023	16/05/2023



Document Revision History

Document No.	Revision	Prepared/Changed by Date	Status / Change note
KAPL-7ACA-LE-001	R-00	SB - 16/05/2023	For Tender

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SCHEDULE		
RFP Issuance Date	19/05/2023	
Pre Bid meeting	30/05/2023 Through Video Conference Link will be available one day prior to pre-bid meeting at www.kaplindia.com .	
Email for prebid queries	7acaproject@kaplindia.com	
Last Date of response to Queries(closing Date)	29/05/2023	
Last Date of Bid Submission	12/06/2023	
Opening of Technical Bids	13/06/2023	
Bid Validity	150 days from the last date of submission of Bids	
EMD	Rs 5,00,000/- (Rupees Five Lakh only) Indian Rupees or equivalent foreign currencies. Bank details are as under:-	
	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
Email Address (for Technical Clarifications)	gmpplant@kaplindia.com 7acaproject@kaplindia.com	

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 LESSORS (GIT)

1. DEFINITIONS



- 1.1. “Lessee” means Karnataka Antibiotics and Pharmaceutical Limited.
- 1.2. “Lease” means Bids / Quotation / Lease received from a Firm / Lessor.
- 1.3. “Lessor” means the Individual or Firm submitting Bids / Quotation / for Lease.
- 1.4. “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Lessor along with its Lease.
- 1.5. “Lease” means the written agreement entered into between the Lessee and Lessor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- 1.6. “Day” means calendar day

2. ABBREVIATIONS

- 2.1. “GIT” means General Instructions to Lessors
- 2.2. “PSU” means Public Sector Undertaking
- 2.3. “BG” means Bank Guarantee
- 2.4. “LE Document” means Lease 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

3. LANGUAGE OF LEASE

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

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4. ELIGIBLE LESSOR

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

5. TENDER PREPARATION EXPENSE



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

6. AMENDMENTS TO LE DOCUMENTS

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

7. EARNEST MONEY



- 7.1. All the Lessor must submit Earnest Money Deposit (EMD) of Rs 5,00,000/- (Rupees FIVE LAKHS ONLY) Indian Rupees or equivalent foreign currencies.
- 7.2. Those Lessor registered under Micro and Small Enterprises (MSEs) or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from depositing EMD.
- 7.3. For claiming exemption from depositing earnest money, Lessor should be registered with MSME or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are required and should be certified by CA.
- 7.4. EMD shall be in form of DD/ BG or paid online as per the bank details provided in the Lease schedule.
- 7.5. Lessors are required to furnish EMD details/Proof of Payments along with the **“TECHNICAL BID”**.

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- 7.6. No interest will be payable by the Lessee on the Earnest Money/Bid Guarantee.
- 7.7. The Earnest Money/Bid Guarantee deposited is liable to be forfeited if the Lessor withdraws or amends impairs or derogates from the Lease in any respect within the period of validity of his offer.
- 7.8. The earnest Money of all unsuccessful Lessors will be returned by the KAPL
- 7.9. Earnest Money Deposit of successful Lessor will be released after the completion of the work.

8. SUBMISSION OF LEASE DOCUMENT

- 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 super scribed as **"TECHNICAL BID"** along with the Lease Notice Number and date on the top of the envelope. Technical Bid shall contain the un-priced Lease consisting of EMD details/Proof of Payments, **COMPLETE TECHNICAL SPECIFICATION** including drawings and documents and technical aspects of the Lease 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.
- 8.3. A commercial bid shall be sent in a separate sealed envelope super scribed as **"COMMERCIAL BID"** along with the Lease Enquiry Number and date on top of the envelope.
- 8.4. **The Lessor should put above two sealed envelopes i.e. Technical Bid and Commercial Bid in a bigger envelop duly sealed and submit the same to the below mentioned address.**
- 8.5. 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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9. EVALUATION OF LEASES

- 9.1. Lessors will be evaluated on the basis of the TE document, based on which Leases have been received and the terms, conditions etc. mentioned by the Lessors in their Leases.
- 9.2. KAPL as the sole discretion/Authority to reject any bids which does not comply with the requirement of this Lease/If supporting documents are not furnished with the Qualification Criteria Any discrepancy observed in the submitted documents.
- 9.3. Screening of bid documents shall be carried out by the Project Consultant (DCPL) and Committee constituted by the Managing Director, KAPL, as per Qualification criteria mentioned in the Lease Notice document and based on verification of documents submitted.
- 9.4. All the prices and other informations like documents etc. having bearing on 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.



10. INSTRUCTIONS TO LESSOR

10.1. Documents to Furnish

Lessors 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 Lessee (Format-3)
- Strength & Merits of the Lessee (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)

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10.2. Each page of the Bid should be numbered consecutively and should be signed & stamped by the Lessor (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.

10.3. Any other information which the Lessor 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.

10.6. The Technology shall be sole property of lessee and lessor shall not divulge any details of the technology and the Pilot Plant studies carried out at their facility by the lessee. The lessor shall maintain complete confidentiality of the entire process carried out related to the Pilot Plant studies for production of 7ACA.

Note: The lessor shall sign and submit Confidentiality Agreement along with Technical BID. Without signed Confidentiality Agreement shall be liable for rejection.

10.7. 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 Lessee or finalized Lessor 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.



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

10.9. Lessor should solve any operational problems promptly during execution / running of trial batches. (If batch fail due to any facility issue/ operational problems, it will be responsibility of Lessor and Lessor shall not claim any extra expenditures for the delayed operation due to above said failures).

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.

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.

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- 11.3. The plant started its commercial production in 1984.
- 11.4. We are an 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, NTTF 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 **Lessor** regarding the Lab scale & Pilot Scale Fermentation Plant.
- 12.2. This document provides the expected deliverables, roles and responsibilities of the **Lessor** at various stages of the project.

13. QUALIFICATION CRITERIA FOR SELECTION OF “LESSOR”

- 13.1 Lessor shall have a facility to produce fermentation-based Lab-Scale & Pilot-Scale projects.
- 13.2 Lessors shall have technical and competent manpower for handling the various areas of the project.
- 13.3 Lessor have facility to meet minimum cGMP requirements.
- 13.4 Lessor shall have Pilot-Scale process equipment
- 13.5 Lessor shall ensure the availability of utilities like Power, Steam, Compressed Air, Chilled Water, Brine required for Pilot Scale Studies.

14. SCOPE OF WORK FOR LEASE OUT COMPANY (CONFIRMATION TO BE GIVEN IN THE TECHNICAL BID)

- 14.1. Production of Cephalosporin-C & subsequently 7-ACA (quantity between 0.5 – 5 Kg) with outsourced technology from technology provider and experts from other countries.
- 14.2. The Lessor shall lease out Lab and Pilot plant facility with necessary infrastructure, equipment, technical expertise with operational skill and man power, so that the product can be fully demonstrated for the required objective.

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14.3. Time period :

I) Lab verification (Shake flasks & small fermenters studies): **2-3 Months**

II) Pilot scale studies: **4-5 months**

14.4. The Lessor must provide all required consumables, Utilities for 7ACA Lab & Pilot Plant Studies. However Raw Materials will be provided by Lessee.

14.5. Capacity: The R&D capacity may be required 0.5 – 5 Kg

14.6. Pilot Plant Study: 100-500 Liter equipment capacity.

14.7. The Equipment means Upstream-Fermentors (10-25 L, 75 – 100 L / 350-500 L) Downstream & Purification (Microfiltration, Ultrafiltration, Nanofiltration, Column chromatography with relevant scale 10 – 100 L reactors) and pharma processing requirement.

14.8. The time period can be extended till agreed/required product quality and yield is achieved.

14.9. The proposed commercial plant is for 1000 MT / Year of 7ACA and Key Starting Material (KSM).

14.10. Payment of lease out amount will be done on the basis of agreed terms and conditions.

14.11. The tenure can be extended based on status of the study.



14.12. Lessor shall provide complete data related to Lab-Scale demonstration, Pilot-Scale demonstration carried out in the facility.

14.13. Lessor shall provide all developed protocols (Analytical & Process related), validation protocols, documentation, risk assessment, mitigation, SOPs and STPs during trial of Lab and Pilot scale.

15. KAPL RIGHT TO TENDER



15.1 KAPL may at its discretion as a result of a query, suggestion, comment of the offerer, may modify the LE documents by issuing an amendment or a corrigendum at any time before opening the LE. 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 Lessors, as the case may be.

15.2 KAPL, at its discretion, may extend the due date of submission of LE, 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

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website regularly for corrigendum/addendum, if any, which will be published only on the website.

- 15.3 KAPL at its discretion may cancel the LEAs deemed necessary in the company's best interest without assigning any reasons thereof.
- 15.4 If at any time during the examination, evaluation, and comparison of LE, KAPL, at its discretion, can ask the Lessor for clarification of its LE. The request for clarification and the response shall be in writing.
- 15.5 All cost and expenses associated with the preparation and submission of the LE response shall be borne by the Lessor. KAPL shall not be responsible for any late receipt of applications for any reasons whatsoever.
- 15.6 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.
- 15.7 Conditional offers will be summarily rejected.
- 15.8 KAPL reserves the right to reject all bids without assigning any reasons thereof.
- 15.9 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 Lessor 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: LE No. _____ dated _____ 2023.

Sir,

This has reference to your above mentioned LE for _____
_____.

Mr./Miss /Mrs/Dr _____ is hereby authorized
to submit the LE documents and participate in the processing on behalf of M/s _____ (Lessor
CompanyName). The specimen signature is attested below:

Name: _____

(Specimen Signature of Representative)

Yours faithfully,



(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 Leasing of Lab-Scale & Pilot-Scale Plantsby:.M/s.....(Bidder Company Name)

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



Sir,

The undersigned have read and examined in detail all the LE documents pertaining to your requirement for Lab-Scale & Pilot-Scale Plants & do hereby express the interest to undertake the Lab scale and Pilot scale batches of the product as mentioned in the LE 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 contactperson	
6.	Email ID of the contact person	

Yours faithfully,

(Signature of the Authorized signatory)
Name:
Designation:
Seal:
Date:
Place:

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Format-3

Applicant Profile for Lessor

(To be submitted on Bidder Letter Head)

1. Organizations or entrepreneurs interested in providing their Lab-Scale & Pilot-Scale facilities on lease 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 lease 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.	Please state the nature and details of business carried out at present (please add separately, if needed)
2.	Major projects handled
3.	Company's strength with a brief description of processes handled
4.	Company's human resources and highlights of qualification/experience of key technical and managerial
5.	Company's R&D setup, strength & technology
6.	Please highlight any other relevant information such as synergy in technology or marketing of the product on offer

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:

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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 in giving lease of this kind of project ? Yes /No**

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

3. **Kindly share your plan of action to accomplish this project**

4. **How will the Lab-Scale & Pilot-Scale batches to be undertaken?**

5. **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:

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Format-5

Undertaking with regard to blacklisting

(To be submitted on Lessor'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.:LENo.....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 Lease and Forfeiting of paid lease-out fee.

	<p style="text-align: center;">LEASE ENQUIRY DOCUMENT LAB SCALE & PILOT SCALE PLANT ON LEASE</p>	
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Format-6

Undertaking with regard to Non-Litigation

(To be submitted on Lessor'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: LE 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 Lease and Forfeiting of paid Lease-out fee.

	<p style="text-align: center;">LEASE ENQUIRY DOCUMENT LAB SCALE & PILOT SCALE PLANT ON LEASE</p>	
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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” (Lessor)

“PURPOSE”:
Possible business arrangement between the parties regarding **LAB-
SCALE & PILOT-SCALE PLANT ON LEASE 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



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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.

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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: _____

By: _____

Person:



Person:

Title :

Title :

Date :

Date :

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The following documents are to be enclosed:

Sl. No.	Documents required	Type of document attached	Page No.
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 & Merit 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 here by declare that my/our LE 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:

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Format-8

PRICE BID

(To be submitted on Lessor's Letter Head)

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

Rates to be quoted for INR

- I) Name of the Project: Lease-out of plant and machinery for Lab-Scale & Pilot-Scale production of Cephalosporin-c (Intermediate)& 7-Aminocephalosporanic Acid (7-ACA).
- II) Rate quoted on firm, anywhere in India.

Item	Rate In Figures	Rate in Words
Rate inclusive of Monthly Lease/Rent of facility, power, water, utilities, manpower, consumables, maintenance, taxes etc excluding Raw Materials cost.		

- 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 Lease 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:

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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 **KARNATAK 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

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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.

Not with standing 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)

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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

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16. Terms of Payment:

- 15% of total amount as advance against Bank Guarantee.
- Balance amount will be paid in equal monthly installments till the completion of project.

Note: Trial should start within 10 days after receiving of advance amount. Monthly payment will be done after completion of each month.

17. Liquidated Damage:

The Monthly lease rent shall be liable for deduction for unsatisfactory/unfulfilled conditions of the contract/LE document. The amount to be deducted shall be done on the basis of the recommendation of the operating team from DCPL/KAPL.
