

# KARNATAKA ANTIBIOTICS AND PHARMACEUTICALS LTD.

(A GOVT. OF INDIA ENTERPRISE)

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

CIN No: U24231KA1981GOI004145 PHONE 080 23571590

Website: [www.kaplindia.com](http://www.kaplindia.com)



## **OPEN TENDER ENQUIRY No. KAPL/OTE/K-E&P/SR/0007/2025-26**

### **Item Description: AMC FOR E-QMS AND LIMS Karnataka Antibiotics and Pharmaceuticals Ltd (herein after "KAPL"), Bengaluru**

**Tender Issuing Date: 01.04.2025.**

#### **A. Instruction to tenderers:**

Type of Tender (Two Bid / PQB / EOI / RC / Development / Indigenization / Disposal of Scrap / Security item etc.	<b>Single Bid System</b> (Part-I Techno-commercial bid & Financial /Price Bid)
Bid submission mode	Through Speed Post/Courier/Mail <a href="mailto:puren@kaplindia.com">puren@kaplindia.com</a> .
Closing date and time for receipt of tenders	<b>04.04.2025 Till.13.00 Hrs.</b>

1. Interested bidders may obtain further information about this requirement from the above office selling the documents. They may also visit our website [www.kaplindia.com](http://www.kaplindia.com) mentioned above for further details.
2. 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 case may be
3. KAPL reserves the right to cancel the tender at any stage without assigning the reasons thereof.

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SL. No	Item Description	UOM	Quantity
1	AMC FOR E-QMS AND LIMS	NOS	01

1.0	<b>OBJECTIVE:</b>
	The objective of this document is to define the terms and conditions governing the Annual Maintenance Contract (AMC) for the following software applications:
❖	Quality Management System (QMS) Software
❖	Document Management System (DMS)
❖	Learning Management System (LMS)
❖	Vendor Management
❖	Market Complaints
❖	Laboratory Information Management System (LIMS)
	These applications are implemented and are operational at M/s. Karnataka Antibiotics & Pharmaceuticals Limited. The AMC shall provide continued support, periodic updates, and system maintenance to optimize software performance and reliability.
2.0	<b>AMC SCOPE:</b>
	The AMC applies to the QMS, DMS, LMS, and LIMS software applications installed as a single instance on the centralized server at M/s. Karnataka Antibiotics & Pharmaceuticals Limited.
3.0	<b>AMC VALIDITY AND TENURE:</b>
	AMC tenure shall be for one year only.
4.0	<b>SCOPE OF SERVICES:</b>
	The AMC covers the following services:
i	Software support via telephone, email, and remote assistance.
ii	Periodic updates and maintenance releases.
iii	Issue resolution for software defects and performance-related concerns. If required vendor shall visit KAPL to provide support in case of any major breakdown.

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<b>5.0</b>	<b>PROPOSED SUPPORT &amp; SERVICE TASKS:</b>	
	<b>5.1</b>	<b>Support Channels:</b>
		Phone and email-based communication for issue resolution and queries In case of any emergency vendor shall visit KAPL.
	<b>5.2</b>	<b>Software Updates</b>
		Automatic updates to be provided periodically with prior intimation to KAPL.
<b>6.0</b>	<b>AMC SOFTWARE SUPPORT SCOPE:</b>	
	<b>SUPPORT LEVELS</b>	
	<b>6.1</b>	<b>First-Level Support:</b>
	<b>6.1.1</b>	Response Time: <b>Within 4 hours</b> of receiving a phone call request during working days.
	<b>6.1.2</b>	Mode of Support: Telephone-based troubleshooting and guidance.
	<b>6.2</b>	<b>Second-Level Support:</b>
	<b>6.2.1</b>	Response Time: Within 8 hours from the time of logging a request via email or online support system.
	<b>Mode of Support:</b>	
	Remote desktop support or email-based resolution. If required vendor shall provide onsite support (KAPL).	
<b>7.0</b>	<b>LOGGING OF CALLS AND EMAILS:</b>	
	The vendor shall provide proper channel to log the user issues/complaints/ support requests via	
	<b>i</b>	Phone.
	<b>ii</b>	Email.
	Support requests to be addressed at the shortest time intervals (preferably within 24 hours) during standard business hours of KAPL	
	<b>i</b>	KAPL Working Days: Monday to Friday , Preferable issue resolution time is 09:00 AM to 6:00 PM IST.
	<b>ii</b>	Exclusions: National holidays and public holidays
<b>8.0</b>	<b>COVERAGE:</b>	

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		The AMC covers maintenance of the software implementation that has been installed and deployed at KAPL.
		Any new requirements, enhancements, or additional functionalities are requested from KAPL, they will be discussed mutually and agreed and then implemented. If any additional charges for the KAPL requirements they shall be discussed and mutually agreed and finalized accordingly.
<b>9.0</b>		<b>TRAINING &amp; RE-IMPLEMENTATION:</b>
	<b>i</b>	If any new requirements enhancements, or additional functionalities are requested from KAPL and are agreed mutually and implemented. Training to be provided for the concerned personnel.
<b>10.0</b>		<b>SOFTWARE UPDATES:</b>
	<b>i</b>	All updates to the same version of the software to be provided free of cost to KAPL.
	<b>ii</b>	Version upgrades (major releases) or new software modules to be informed to KAPL which will be discussed mutually and agreed and then implemented (If required by KAPL).
	<b>iii</b>	Security updates and patches will be provided as necessary to ensure system security and compliance
<b>11.0</b>		<b>NEW PRODUCTS &amp; ADDITIONAL REQUIREMENTS:</b>
	<b>i</b>	Custom modifications to the existing software to be undertaken based on feasibility and mutual agreement timelines.
	<b>ii</b>	Any request for new software products, additional modules, or extended features to be discussed with KAPL which will be discussed mutually and agreed and then implemented (If required by KAPL).
<b>12.0</b>		<b>SUPPORT COVERAGE LIMITATIONS:</b>
	<b>i</b>	The vendor shall be responsible for software and database related issues.
	<b>Ii</b>	Any hardware issues/Virus or Malware attacks/ Network related issues will be handled by KAPL.
	<b>iii</b>	In case of issue/data loss/crashes of software due to Virus/malware/Trojan attacks vendor shall support assistance to KAPL in securing and restoring the data from the data backups at KAPL.
<b>13.0</b>		<b>BACKUP &amp; DATA RESPONSIBILITY:</b>
	<b>i</b>	KAPL shall take full and regular backups of all data dependent on software. In case of any data loss the vendor shall support KAPL in data retrieval & data restoration.
	<b>Ii</b>	The vendor should provide best backup guidelines and best practices to KAPL.
	<b>iii</b>	In case of backup recovery required to restore the server vendor shall provide online / on-site support.
<b>14.0</b>		<b>GENERAL TERMS &amp; CONDITIONS:</b>
	<b>14.1</b>	<b>TERMINATION CLAUSE:</b>
		KAPL may terminate this AMC with a 30-day prior written notice, citing valid reasons and mutual

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		agreement.
	<b>14.2</b>	<b>CONFIDENTIALITY:</b>
		The vendor should agree to maintain confidentiality regarding sensitive business information of KAPL and software-related information.
	<b>14.3</b>	<b>JURISDICTION:</b>
		If any disputes are arising out of this agreement they shall be governed under the laws of India and resolved in the competent State courts.
	<b>14.4</b>	<b>RENEWAL OF AMC:</b>
		The AMC can be renewed upon mutual agreement before the expiry of the contract term.
	<b>14.5</b>	<b>Service Level Agreement (SLA) Adherence:</b>
		The vendor should adhere to standard SLAs for response and resolution times as mutually agreed upon.
	<b>14.6</b>	<b>KAPL'S OBLIGATIONS:</b>
		<ul style="list-style-type: none"><li>• KAPL shall provide timely access to the system for troubleshooting and maintenance.</li><li>• KAPL shall ensure that only authorized personnel access the support services</li></ul>
	<b>14.7</b>	<b>FORCE MAJEURE:</b>
		Vendor shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to natural disasters, strikes, government restrictions, and cyber-attacks, but proper intimation/communication should be provided to KAPL regarding the same at the earliest to prevent any business loss to KAPL.
	<b>14.8</b>	<b>Liability Limitation:</b>
		Vendor will be liable for to the fees paid by KAPL for the AMC period
	<b>14.9</b>	<b>Support during Regulatory Audits of KAPL:</b>
		Vendor to provide support to KAPL during the regulatory audits of KAPL. Prior information would be given to the vendor so that necessary remote/physical support arrangements can be made.
		The vendor shall support KAPL for providing any software related information/queries asked by the regulatory and necessary documentation support.

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## C. Terms & Conditions:

### 1. Documents to be submitted:

- Signed copy of this document (All the pages).
- Filled price details as per the format provided below in this document.
- Technical details /datasheet for the enquired product (if applicable).
- Micro / Small Enterprise (Certificate issued by MSME)/UAM/NSIC certificate (If applicable).
- Manufacturing unit details (if any).

**2. Price:** 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.

**3. Terms of Payment: Quarterly** 100% payment shall be made within 30 days after receipt of original bills service report duly certified/recommended by user/Ayush team Dharwad on production of all required documents by the supplier. NEFT/RTGS details shall be furnished along with the Original Invoice.

**4. Delivery Terms: As agreed mutually.**

**5. Delay in supplier's performance:** 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.

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.

**6. Extension of Time:** If the contract is delayed in the progress of work by changes ordered in the work, or any clause which KAPL shall decide to justify the delay, then the time of completion shall be extended by a reasonable time.

If at any time during the currency of contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform KAPL in writing about the same and its likely duration and make a request to KAPL for extension of the delivery schedule accordingly. On receiving the supplier's communication, KAPL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to

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the contract.

**7. 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.

**8. 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.

In case of procurement through alternative sources, if procurement price is lower than the existing contract value wherein default has been made, in such case no benefit on this account will be passed on to the supplier.

**9. 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.

**10. 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.

**11. 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.



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**12. Force Majeure:** In the event of any unforeseen event directly interfering with the supply of 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 prevented by 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 by giving 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.

**13. 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 balance portion of this contract and in that event no claim for damages or loss will be lodged against the purchaser.

**14. Rights of Rejection:** KAPL reserves the right to reject any or all the applied bids without assigning any reason whatsoever.

**15. Evaluation Criteria:** Evaluation shall be carried out on overall lowest effective price

**16. Participation in this tender is by invitation only and is limited to the selected procuring entity's registered suppliers.** Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring in to the notice of procuring entity and apply for registration as per procedure.

We hereby confirm that



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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. HSN Code: Item .....
4. GST registration status: Unregistered / compounding / registered.
5. Delivery period.....(Days / Weeks)
6. Warranty Period: ..... Months (Time Period to be specified in case warranty period is less than 12 months / NA to mentioned in the in case warranty is not applicable)
7. Bid validity: 90 days from date of closing of tender including extensions/ corrigendum's(if any).

**8. Bank Details:**

Bank Acc. No.....;

Bank Acc Name..... ;

Branch name: .....; Branch Code..... ;

IFSC.....;

9. MSME / NSIC status..... (If yes, then supporting document shall be submitted along with the offer to avail the benefits under the Procurement Policy for MSEs, Order 2012 along with its amendments.)

(Please fill above: MSI – For Micro Enterprises; SSI – For Small Enterprises; MED.SI – For Medium Enterprises; NSIC – For National Small Industries Corporation regd. firm)

Signature of bidder: .....

Name of the Firm: .....

Seal of the firm: .....

GST No.: .....

**Contact Details:-**

Contact Person: .....

Contact 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 12 months, if we are withdrawing our Bid during the period of bid validity (or) fail / refuse to furnish the performance security / execute the contract, if awarded.

Signature \_\_\_\_\_

Name-----

Designation-----

Date-----

Stamp of the Organization-----

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Sch. No	Material Description	UO M	Qty	Unit Price (INR)	P&F, Insurance & Freight Charges (INR)	GST@ Amount (INR)	Unit price including P&F, Insurance, Freight & GST (INR)	Total price inclusive of P&F, Insurance, Freight & GST (F.O.R, KAPL, Bengaluru) (INR)	Input GST Credit (INR) {GST amount * Total quantity}	Effective price inclusive of P&F, Insurance, Freight (F.O.R, KAPL, Bengaluru) (INR)
A	B	C	D	E	F	G	H=E+F+G	I=H*D	J=G*D	K=I-J
1.	AMC FOR E-QMS AND LIMS	Nos	01							
									<b>Grand Total</b>	

Note:

1. Evaluation shall be done on the basis of overall lowest effective price quoted by the bidder

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