

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.kaplinidia.com



Invitation of “Expression of Interest (EOI)” for empanelment of Loan Licence manufacturers to manufacture Meropenem Injection for supply to domestic and overseas markets.

E-Tender under single stage (Part-1: Technical Bid) is invited from PIC/S approved manufacturers to manufacture and supply Meropenem Injection for supplying to overseas markets. Similarly, bids are also invited from Schedule-M & GMP compliant manufacturers to manufacture & supply Meropenem Injection for catering to domestic market.

Bidders will have to participate in bidding process through the website www.tenderwizard.com/KAPL

<u>Expression of interest Ref.:</u>	KAPL/OS/MI/26-27,Dated: 13/05/2026
Mode of Tender	E-Procurement System (Online Part I – Technical Bid) through www.tenderwizard.com/KAPL . The intending bidders are required to submit their offer Electronically through e-tendering portal. No physical tender is acceptable.
Date & Time of NIT Available to parties to download	18/06/2026 from 17:00 Hrs.
Last date and Time to participate	09/07/2026 till 17:00 Hrs.
Evaluation Start time and date	10/07/2026 till 10:30 Hrs.
Condition of Performance Guarantee/Bank Guarantee	3 % of Order Value on All Orders placed
Place of BID Submission & Opening of Bids	KAPL E-Procurement portal
Offer(EoI) validity	90 days or such extension sought for by KAPL by modification issued in this regard.
Contract Duration	Successful bidder(s) will be empanelled with KAPL for the period of TWO years from the date of Issuance of Letter of Intent & can be extended thereafter for a further period of one year, as per existing terms & conditions.
Email ID for communication	outsourcing@kaplinidia.com
Web Address	www.kaplinidia.com

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Annexure-A

Important Instructions for E-Tender

Bidders are requested to read the terms and conditions of this tender before submitting your online tender.

Process of E-Tender:

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

SPECIAL NOTE BOTH: THE TECHNICAL BID & COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT

www.tenderwizard.com/KAPL

1). Vendors are required to register themselves online with www.tenderwizard.com/KAPL - e-Procurement of KAPL. Register as Vendor -- Filling up details and creating own user ID and Password. Submit.

2. After successful registration send request mail with acknowledgement slip to purchase@kaplindia.com for account activation.

3). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact KAPL, (before the scheduled time of the E-tender). Contact person (KAPL): Dealing Officer: Manager – Materials (contact no: 9483138877

Phone no. 080-23571590/707 E-mail:- outsourcing@kaplindia.com

Contact person : Mr. Mahesha N.C HOD-Materials – hodpurchase@kaplindia.com (contact no: 9449023634)

Vendors should upload the below mentioned supporting documents (based on their type of Organization) during registration process:

1. PAN Card.
2. Certificate of Incorporation (for Indian organizations)
3. GST Certificate.
4. An Address proof is also to be submitted in case of Individuals.
5. If the firm is registering in joint venture, they also need to upload deed agreement.

NOTE 1:

- 1) Uploaded copy of all these supporting documents must be self-attested by authorized signatory. Attested signature shall also be verified by Tender Wizard Helpdesk for further authentication process.

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- 2) Tenderer digital signature on the E- Tender form will be considered as their confirmation that they have read and accepted all the conditions laid down in the tender documents, unless specific deviation is quoted in the techno- commercial offer form.

E- Tender form is not transferrable and the same is to be submitted with digital signature/ signed & scanned copy by the pre-authorized personnel of the bidder. Tender is to be submitted through e-tender-mode only at website www.tenderwizard.com/KAPL along with scanned copies of credential papers.

- 3) For what so ever reasons, if any part of KAPL tender document is not uploaded/ submitted by the bidder, other than financial and technical offers and requisite Pre-Qualifying credentials, in that case the missing part of the tender document shall be treated as read and acceptable to bidder.
- 4) Tenders completed as per instructions will be submitted through e-tendering mode only in the website www.tenderwizard.com/KAPL as per the prescribed date and time mentioned in the tender notice and tender will be opened on the prescribed date and time in the presence of tenderers or their authorized representative who may wish to be present. Only one representative of each tenderer, who has submitted the tender, will be allowed.

NOTE 2: Bidding in e-tender:

- a) The process involves Electronic Bidding for submission of Technical Bid.
- b) The vendor(s) can submit their Technical Bid and Commercial Bid through internet in KAPL website www.tenderwizard.com/KAPL.
- c) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same.
- d) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- h) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- j) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

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No deviation to the technical and commercial terms & conditions are allowed.

The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

Annexure-B

General Terms & Conditions

1. Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
3. If eligible for the supply, the benefits as per prevailing norms will be extended to MSEs registered with NSIC as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. It is not obligatory on the part of the Trustees to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or reject a Tender without assigning any reason thereof.
4. Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
5. Due date of submission of tender may be extended as per KAPL's discretion by releasing corrigendum in website of KAPL.
6. SCOPE OF WORK: As per E-Tender Document
7. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other Documents forming part of this Contract wherever the Contract so requires.
8. Validity: Two years from the date of Letter of Intent.
9. Performance Guarantee/Bank Guarantee: As per tender Document.
10. EVALUATION CRITERIA: As per relevant clause of Tender Document and Only Technically qualified bidders are eligible to offer price.
11. PAYMENTS: 90 Days Credit after receipt and acceptance. However MSMEs payments will be released as per MSMEs guidelines.
12. In case of a dispute between the Bidder & KAPL, all possible attempts should be made to settle such dispute activities by & between the parties. Arbitration of any disputes arising out of and in relation to this agreement will be settled by an arbitrator appointed by D/MD of KAPL. The arbitration would be conducted and governed by and under the provisions of Arbitration Act 1996. Any legal dispute will be subject to jurisdiction of Bengaluru Courts and no other Court shall have the Jurisdiction.
13. JURISDICTION OF COURT: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Bengaluru.

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COMPANY BACKGROUND:

Karnataka Antibiotics & Pharmaceuticals Limited (KAPL) (A Govt. of India Enterprise), Bengaluru, Karnataka-560058 is engaged in manufacturing and marketing of various Pharmaceutical /Ayurvedic / Veterinary and Agro-chemical products since 1984 in both domestic & overseas market.

EoI for manufacturing of Meropenem Injection

Karnataka Antibiotics & Pharmaceuticals Limited (KAPL) is a PSU and pioneer in Pharmaceuticals under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India. KAPL is involved in the production and marketing of Pharmaceutical products at affordable prices to the consumers in India and outside India. In view of constraints in capacity and non-availability of production plants, KAPL desires to have manufacturing under loan license arrangement with Pharma companies who are ready to offer their facility for Loan License Manufacturing.

The product Meropenem Injection is required for supplying to both domestic & overseas markets.

- List of Annexure attached

Annexure-I: Check List (Page No: 10)

Annexure-II: Bid Security Declaration (Page No: 11)

The EoI will be opened as scheduled in the presence of the bidders, who wish to be present on bid opening date. In the event of the date being declared as a holiday for KAPL, the due date for submission of bid and opening will be the following working day at the appointed time.

Deputy General Manager (Materials)

Arka The Business Centre

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Peenya Industrial Area, 2nd Phase

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Terms & Conditions:

- 1. Selection Criteria:** Only bidders qualified in all parameters identified and mentioned as **Eligibility criteria** (Page No: 08) will be considered for “**bidder’s factory / production facility**” inspection by KAPL’s designated team. Only successful bidders in terms of **Eligibility Criteria** and **Production Facility Inspection** outcome will be considered for the evaluation. However KAPL’s existing Loan License manufacturers’ site inspection may or may not be required at the discretion of KAPL’s management as their facility has already approved and accepted by KAPL. Facility inspection will be carried out in case of new applicants / bidders.
- 2. Price:** Upon successful empanelment, KAPL can call for rates from empanelled vendors/Loan Licence Manufacturers through limited tender(s).
- 3. Performance Guarantee:** Whenever any Purchase Order is placed in favour of a Bidder ,post empanelment, 3% Performance Guarantee(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 the expiry date of the products to be supplied against Purchase Order.
- 4.** Micro and Small Scale industries can avail tender fees (if any) and EMD exemption (if any) against submission of Micro / small scale industries registration certificate (registered under UDYAN) from appropriate authority. Moreover bidder’s (MSME’S) shall sign a Bid Security declaration as per Annexure attached.
- 5. Payment Terms:** Against 60 days credit from the date of receipt of goods. However, payments to MSME Units will be released as per MSME payment guidelines.
- 6. Agreement:** Empanelled Bidders will have to enter into an agreement with KAPL for two years which may be further extended for a period of another year with the existing terms & conditions.
- 7.** The qualified bidders so empanelled should be ready with the facilities along with the terms and condition within one month. Empanelled vendors have to obtain Loan License permission from respective Drug Control authorities on behalf of KAPL.
- 8.** Empanelled vendors who are awarded Purchase Orders for manufacture of Meropenem Injection will have to complete all deliveries to KAPL Units, Depots & C&FA within 30 days of Purchase Order receipt including the transportation. Delivery beyond 30 days will be treated as delay which will attract ‘Late Delivery Penalty’ and will be levied on the supplier on the basis of 0.5% per week(or part) maximum upto 10 %. Under no circumstances any supply will be accepted beyond sixty(60)days from the date of PO and in such cases the PO would be deemed to be cancelled.

Vendors who have been empanelled after evaluation of their EoI responses as well as the products accepted for Loan Licence manufacture shall have to provide at all times price bids/quotations for such products at the time of procurement(by KAPL) against Limited Tender Enquiry(LTE) by KAPL at relevant times. A regret to quote will result in cancellation of empanelment of the vendor, subsequently.
- 9.** Quality issue /NSQ of any material supplied by the LL Manufacturers and consequences arising out of such issue /NSQ 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/NSQs. The Bank Guarantee against such order where NSQ 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.**

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10. Risk Purchase: In case of non-supply against the Work Order Risk Purchase will be applicable.
11. STATUTORY LICENSING FEES TO BE PAID BY THE PARTY ON BEHALF OF KAPL.
12. Test certificates along with control sample with respect to products supplied under a purchase order must be sent to KAPL's Peenya Factory QC Department, pending which no payments for the products supplied will be released.
13. If A Manufacturer/Bidder is debarred/delisted by any Central/ State Government Department/ Institution/ Subordinate office or Public Sector Enterprise, the said Manufacturer/Bidder will be disqualified for participation in the empanelment Eol.
All bidders/Manufacturers must enclose an Ink Signed declaration on their letter head that they were not debarred/delisted by any Central/State Government Department/Institution/Subordinate office or Public Sector Enterprise.
14. **RIGHTS OF KAPL:**
- (i) KAPL reserves the right to accept / reject the offers received without assigning any reasons whatsoever, or may call for any additional information / clarification if so required.
 - (ii) KAPL reserves the right to limit or delete any item mentioned in this document and extend the last date of submission of the EOI and bid.
 - (iii) KAPL reserves the right to modify the Eol, Terms & Conditions, etc. before the last date of submission of applications and thereafter extend the due date and the same shall be published in the Company's website. KAPL also reserves the right to cancel either in part or whole Eol without assigning any reason whatsoever.
 - (iv) Decision of KAPL will be final.
15. **COURT JURISDICTION:** This shall be subject to the exclusive jurisdiction of courts at Bengaluru, India.
16. **Dispute Resolution:-** 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.

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17. Eligibility Criteria for Selection of Contract manufacturer under Loan License: (Fill up the chart & upload, with all relevant documents with technical Bid as per indicated below).

Parameters	Min Eligibility Criteria		
1. Experience	Minimum 3 years in Pharmaceutical business (Invoice copies to submit to substantiate the experience)		
2. Manufacturing facility (Documents like All types Licences to be submitted)	For Domestic Segment: Should have a Valid CGMP (Schedule –M) License for their Own Existing well established manufacturing facility (Complying all the drug rules). It is desirable that the manufacturing facility is having WHO-GMP. For Export Segment: The manufacturing facility shall possess a valid PIC/S certificate.		
3. Minimum Turn Over of average Rs. 10 Crs in last three financial years. *Documents to be attached Audited balance sheets/Turn over /Profit & Loss.	FY: 2022-2023	FY: 2023-2024	FY: 2024-2025
4. Performance	Bankers Certificate / Balance sheet to be enclosed		
5. Other statutory Documents	Copies of Factory License, Fire Licence, Pollution control Board Consent, Drug License; (GMP Schedule M/WHO) GST Certificate,. Pan, Aadhar etc.(All Should be As on date valid) to be enclosed		
6. Man power	To submit minimum Three bio-data for people working in key position(QA, QC & Production)		
7. No of Statutory NSQ From Regulatory Authorities for last three years	Should be Comply as per Regulatory standard & Records are to be attached with Bid Documents.		
8. Accepted Bid Document	This tender document to be accepted with duly signed stamped in all the pages and to be uploaded. For any Clause found not acceptable, bidders to submit deviation statement separately.		

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(General information of the Loan License manufacturer)

Name & Address of the Party			
Telephone No with STD code			
Email Address			
Name of the Contact Person			
Whether Proprietary/Partnership/Limited Company			
Years of Experience (Please attach documentary proof)			
Details of Tax Registration			
a) GST No with Certificate			
b) PAN Card			
c) TIN No with certificates			
Name & Address of your Bankers			
Bank A/C NO : with IFSC Code			
Category wise Capacity per month			
No of people (Attach qualification of key persons)			
Experience in Loan License			
No of Statutory Non Compliances from statutory organisations i.e- CDSCO or State Drug Control authority or Any other regarding formulation dispute.	FY: 2022-2023	FY: 2023-2024	FY: 2024-2025
Details of Facility	Attach write up with details of major machinery and equipments.		

Annexure - I

CHECKLIST

S/N	Particular of Document	Attached/ Not	Page No	Remarks
1.	Forwarding letter indicating the submission of Bid documents along with check list of document			
2.	Tender Document duly Signed and Stamped in all Pages along with Corrigendum (if Any)			
3.	Duly filled in chart & Bid Form as mentioned in point No 17 of Terms and Conditions of tender documents			
4.	Valid Trade License / Drug License			
5.	Last three years P & L account and balance sheet duly certified by a Chartered Accountant			
6(a)	valid GMP certificate			
(b)	WHO-GMP certificate /GLP(Domestic)			
(c)	PIC/S certificate (Export)			
(d)	CoPP			
(e)	Copy of any other regulatory Approvals			
(f)	Product Permission/License.			
(g)	Product Specifications.			
(h)	Manufacturing Process Flow Chart.			
(i)	Batch size			
(j)	Installed production capacity per day			
(k)	Spare capacity for meropenem (Dedicated facility).			
(l)	Stability Study Summary (Zone IV B).			
(m)	Client List			
7.	Last three years purchase orders received from various agencies for the supply of these drugs			
8	Non conviction certificate from Drug Control			
9.	PAN No			
10.	ISO Certificate if any			
11.	GST No			
12.	Write Up on the facility offered with machinery details			
13	Status of WHO/PICS certificate			
14	Non Debarment /black list certificate as per point no 13 of terms and conditions of tender document.			
15	Attachment List if any			

Annexure-II
Bid-Security Declaration

Deputy General Manager-Materials
Karnataka Antiiotics and Pharmaceuticals Ltd
Arka The Busines

Centre, Plot No 37
NTTF Main Road ,Peenya Industrial Area
2nd Phase ,Bengaluru-560058.

Reference: (1) Enquiry No.
(2) Our Bid No.

I /We..... Irrevocably declare is under.

I/We understand that, as per Clauseof Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Performance Guarantee/Bank Guarantee for each Order after empanelment.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to KAPL's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or Unilaterally modified/amended/revised, my/our Bid during the bid Validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by KAPL, I/we failed to deposit the prescribed Performance Guarantee/Bank Guarantee or fail to execute the agreement or fail to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person
signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of:

(complete name of Bidder)

Dated on day of month, year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

Deputy General Manager (Materials)
Karnataka Antibiotics and Pharmaceutical.
Bengaluru-560058

-----END OF DOCUMENT-----

