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**NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL**

POST SRINIVASNAGAR, MANGALURU – 575 025 (D K)

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Fax: (0824) 2474033  
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**TENDER DOCUMENT**

Tender Notification: 02/NITK/OS-PH/2020-21/A10,

Date: 16-02-2021

<b>Name of Service</b>	<b>Outsourcing of Pharmacy activities at the Institute Health Care Centre of NITK-Surathkal.</b>
Estimated amount put to Tender	₹ 1.0 Crore (including GST) per annum.
Time for Supply of item	Within 15 days, after award of contract
Date, Time & Venue of Pre-Bid Conference	(Refer Section 1 B, Clause No. 13, Sub clause ii)
Bid Document Download Start Date	16-02-2021; Tuesday, 5:30 pm
Clarification Start Date	17-02-2021; Wednesday, from 09:00 am; by email only
Clarification End Date	22-02-2021; Monday, 03:30 pm
Online Bid Submission Start Date	24-02-2021; Wednesday; 09:00 am
Online Bid Submission End Date	09-03-2021; Tuesday; 03:00 pm
Address for Submission of Tender	<a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a>
Date of opening technical bid	10-03-2021; Wednesday ; 03:30 pm
Contact Details of Buyer	DR. Shrimathi B, Medical Officer Mobile No: 9448333179 email id : rmohealth@nitk.ac.in
Purchase officer Name and Contact(Related to purchase inquiry)	Gaurav Chowdhury, Assistant Registrar (Purchase) Phone: +91-824-2473993 Email: <a href="mailto:gaurav@nitk.edu.in">gaurav@nitk.edu.in</a>



## **NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL HEALTH CARE CENTRE**

POST SRINIVASNAGAR, MANGALURU – 575 025

Phone: (0824) 2474000

Email: info@nitk.ac.in

Fax: (0824) 2474033

Website: <http://www.nitk.ac.in>

**Tender Notification: 02/NITK/OS-PH/2020-21/A10,**

**Date: 16-02-2021**

### **NOTICE INVITING e-TENDER (e-NIT)**

The National Institute of Technology Karnataka, Surathkal (in short - NITK, Surathkal) is an Institute Of National Importance under Ministry of Education, Govt of India imparting Technical Education and engaged in Research Activities.

NITK Surathkal is providing comprehensive medical care facilities to the Institute Students, Employees and their Dependents. To ensure timely supply and dispensing of Allopathy and Ayurveda Medicines/Drugs to the beneficiaries on prescription by the Institute Medical Officers and the Visiting Consultants, NITK-Surathkal invites online Tender (<https://eprocure.gov.in/>) for the implementation of outsourcing of Pharmacy Activities in two cover system (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the registered, licenced, experienced and reputed Pharmacy Licence holders/Chemists so as to be submitted online on or before scheduled date and time. The tender (Technical bid) will be opened online on the due date as mentioned. Bidders can verify their bid status through online portal <https://eprocure.gov.in/>. The financial bid of only such bidders whose technical bids are accepted shall be opened at later pre-informed date.

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Contact Details of Buyer	DR. Shrimathi B, Medical Officer Mobile No: 9448333179 email id : rmohealth@nitk.ac.in
Purchase officer Name and Contact (Related to purchase inquiry)	Gaurav Chowdhury, Assistant Registrar (Purchase) Phone: +91-824-2473993 Email: <a href="mailto:gaurav@nitk.edu.in">gaurav@nitk.edu.in</a>

**Sd/-  
Registrar**

## **SECTION 1 A: Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.**

### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document
3. Bidder has to submit "Bid Security Declaration" (ANNEXURE -D).
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

10. The off-line tender shall not be accepted and no request in this regard shall be entertained whatsoever.
11. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
12. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
13. No deviation to the technical and commercial terms & conditions are allowed.
14. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

**ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**SECTION 1 B: INSTRUCTION TO BIDDER (ITB)****1. PRE-QUALIFICATION CRETERIA (PQC) – (MINIMUM ELIGIBILITY CRITERIA)**

- i. The firm/agency/company shall have a minimum of **Three years experience** in the similar field of service of operation and maintenance of Pharmacy .
  - ii. They must give details of their minimum three years experience and technical soundness by providing a list of previous contract of similar Pharmacy Services to Universities, Institutes or Government Departments/ Undertakings/ public sectors with contact details as per **ANNEXURE-F**.
  - iii. The details of the Bidder/ profile must be furnished along with the copy of all related documents, as per **ANNEXURE-K**.
  - iv. In addition to the bidder's Main office located anywhere in India , the bidder shall also have a permanent location of office within the Dakshina Kannada/ Udupi District , Karnataka, operating for not less than Three years.
2. The bid must be submitted in **Two covers System-Technical Bid and Financial Bid** online through portal <https://eprocure.gov.in/>

- 2.1.1 Cover No.1 Technical Bid:** This envelope must be uploaded online tender (<https://eprocure.gov.in/>) and digitally signed as "Envelope No. 1 - Technical Bid" i.e. Checklist (Excel format) and comply the check list in **ANNEXURE-K**.

**Documents establishing Bidders eligibility (Technical Bid)**

The following documents should be to be scanned to PDF, self attested and submitted by uploading in the technical bid to comply with Qualifying Criteria in the sequence mentioned below. Each page will be duly signed and serially numbered. Corrections or overwriting duly attested.

- a. EMD must be in the form of "Bid Security Declaration" (**ANNEXURE –D**) declaring disqualification of his bid in case the bid is withdrawn or modified by him during the bid validity period. The format of 'Bid Security Declaration' is available in the Tender document. 'Bid Security Declaration' duly signed be uploaded while submitting the e-bid. Tenders received without the 'Bid Security Declaration' will be rejected (except in the case of NSIC/MSME enlisted bidders ( under relevant NIC & Activity ) /Startups).
- b. Valid Drug Licences for stock and sale of Allopathic and Ayurvedic Drugs/medicines held by the bidder as on the date of Bid opening in specified forms issued by the Competent Drug Control Authorities of the State/Central Government under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945 . The successful Bidder will further ensure that their Licences remain valid till the end of the contract / extension of contract period.
- c. Valid Trade License for Operating a Pharmacy.
- d. Valid Trade License for supply of manpower, as per the Labour act, issued by Labour Commisioner or related competent authority.
- e. Declaration of Bidder as per **ANNEXURE – C**.
- f. Bidder Information Form as per **ANNEXURE-G**.
- g. Bidder Bank Details as per **ANNEXURE-H**
- h. Copy of the Partnership Deed if the bidder is a Partnership concern or Company Incorporation Certificate
- i. GST Certificate.
- j. Letter of Authority for the representative to sign and execute the tender as per **ANNEXURE – E**.

- k. No Conviction Certificate from Competent Drug Control Authorities of the State/Central Government, that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs Price Control Order issued from time to time.
- l. Latest, at least two **Sample Analysis report** of the samples taken from the running pharmacy of the bidder, issued by the Drug Controller of the Concerned State /Centre
- m. The average annual turnover should not be less than 30% of the estimated cost Rs.1,00,00,000 i.e. Rs.30,00,000. Copies of the Audited Balance sheets, Profit & Loss A/c., Trade or Manufacturing A/c, and Income Tax Return Acknowledgement i.e., **ITR MUST** be attached , **for the last three financial** years to establish the turnover of the bidder.
- n. Copies of Agreements/Purchase Orders/Completion certificates pertaining for such services provided in the Government Sector/PSU's/ Reputed Corporate Sector as per **ANNEXURE-F**
- o. ESI registration Certificate.
- p. EPF registration Certificate
- q. An affidavit (in Original) on a non-judicial stamp paper of Value Rs. 20/- (Rupees Twenty Only) that the Pharmacy /Agency /Distributor/ Firm has not been Blacklisted by the Government/PSU or Pvt.Sectors.
- r. An Affidavit (in Original) on a non-judicial stamp paper of Value Rs. 20/- to the effect that there is no vigilance/CBI case/Enquiry by Drug controller pending against the bidder/ firm/supplier.
- s. NSIC/ MSME registration certificate
- t. Integrity Pact **ANNEXURE- I.**
- u. Income Tax Permanent Account Number (PAN Number) .
- v. Undertaking that the successful BIDDER agrees to give a Performance Security amounting to 3% of the contract order value in favor of "The Director, NITK Surathkal" as per ANNEXURE –J.
- w. Copy of Licences and Certificates of Deployed Personnel (Pharmacists), who are on the employees roll of the firm/agency or the bidder.
- x. Self attested document {Trade Certificate with rent agreement copy (if the office is established on rent basis)} for having a permanent office for not less than 3 years in Dakshina Kannada /Udupi District, Karnataka.

**2.1.2 Cover No.2 "Financial Bid" :-**The bidder/ agency/company/firm must give details of their technical soundness and duly filled prescribed Bid form as per the Excel(.xls) format (BOQ format of Financial Bid as per **ANNEXURE B**) containing the Discount offered. The rate must be quoted in figures and numbers and upload online bid through e-Tendering portal <https://eprocure.gov.in/>. This envelope must upload online only as "Financial Bid". After evaluation of technical bid, the technically successful bidder shall be intimated to witness the opening of their financial bid along with date, time and venue through e-mail. The financial bid of only those bidders' will be opened who are declared "Technically Successful or Technically Responsive".

Both the Covers No. 1 and 2 must be uploaded through online portal (<https://eprocure.gov.in/>)

**3. PERIOD OF VALIDITY OF BIDS** The Bids must be valid for acceptance for 180 days from the date of opening of the Financial/price Bid of the tender and as prescribed by the Director, NITK-Surathkal . No claim for escalation of the rate will be considered after opening the Tender.

**4. RIGHT TO ACCEPT / REJECT ANY BID /CANCELLATION OF TENDER**

- 1) Notwithstanding anything specified in this tender document, NITK Surathkal in its sole discretion, unconditionally and without having to assign any reasons, reserves the rights:

1. To accept OR reject highest discount offered tender or any other tender or all the tenders.
  2. To accept any tender in full or in part.
  3. To reject the tender offer not conforming to the terms of the tender.
  4. To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines
- 2) The Director, NITK-Surathkal, Mangalore reserve the right to accept any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NITK-Surathkal' action.
  - 3) Any conditional bid or a bid that is not in the prescribed Performa will not be accepted.
  - 4) No Bidder shall be permitted to withdraw its bid before the aforesaid given time and doing so shall render its disqualification..
  - 5) Each paper of Tender Document must be signed under seal by the bidder or competent authority of the Bidder.
  - 6) Any document/ sheet not signed shall tantamount to rejection of bid.
  - 7) The Director, NITK-Surathkal doesn't pledge himself to accept the lowest rate or highest discount offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall execute the scope of work.

#### 5. PERFORMANCE SECURITY GUARANTEE

The successful bidder shall deposit performance security of 3% of the tender estimate/ quoted price in the form of Bank Guarantee (**ANNEXURE -A**) / Demand Draft / Fixed Deposit Receipt of any scheduled bank drawn in favour of 'The Director, NITK Surathkal, Mangaluru' payable at Mangaluru. In case the bidder fails to deposit the said Performance Security within the stipulated period, including the extended period if any, the bidder would be disqualified and his bid rejected.

**Please note the following points:**

- a) Successful bidder should submit performance Security as prescribed above to the Account Section III, NITK Surathkal, on or before 30 days from the date of issue of order acknowledgment.
- b) Performance Security shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and NITK Surathkal, under the terms and conditions of acceptance to tender.
- c) The successful bidder is entirely responsible for the due performance of the contract in all respects according to the terms and conditions of the tender.
- d) The validity of the Performance Security must cover the contract period plus two months.

#### 6. CORRUPT OR FRAUDULENT PRACTICES

- 1) The NITK-Surathkal requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of such contracts.
- 2) In pursuance of this policy, the terms are set forth as follows :
  - a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution;
 

and
  - b) "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process or execution of a contract to the detriment of the NITK-Surathkal, and collusive practice among Bidder (prior to or after



bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the NITK-Surathkal of the benefits of the free and open competition;

- 3) The NITK-Surathkal will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 4) The NITK-Surathkal will declare a firm ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

## 7. DISQUALIFICATION AND REJECTION

The Bidder and his/her bids shall be disqualified and his/her bid rejected, if he/she withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails;

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish Performance Security as specified in the terms and conditions.

## 8. PRICING

- i. The Bidder should quote **uniform discount on Maximum Retail Price (M.R.P)** printed on Strip / Bottle / Unit packed in percentage term in respect of all Allopathy and Ayurveda Medicines/Drugs, Vaccines, Surgical and Dental Items and equipments, Laboratory Investigation reagents, Antiseptic lotions for stocking and Dispensing to be made under the Contract.
- ii. The online Financial bid BOQ form is as per **ANNEXURE -B**.
- iii. The Indian bidder should quote firm prices in Indian rupee only unless otherwise specified elsewhere in this tender. Prices quoted in any other currency shall not be considered.
- iv. The quoted rate/offer shall remain valid for the entire duration of the contract/extension of contract.

## 9. EVALUATION AND COMPARISON OF BID

- 9.1.1 NITK -Surathkal shall use the criteria and methodologies of their own to evaluate and compare the bids and no other evaluation criteria or methodologies shall be permitted (refer Clause No. 10).
- 9.1.2 On the due date, the Technical bids will be opened and referred to the Institute Tender Committee. The committee will go through the technical aspects of the tender and recommend shortlisted firms. The recommendation of the committee is final and binding on all the parties. The committee may visit the bidder's office or may call upon the bidder to assess the capabilities to execute the tender as per the scope of work. In case of any remarks/default noted, even if pre-qualified, the Institute reserves the Right to Accept any Bid and to Reject any or all bids:
- 9.1.3 The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## 10. AWARD OF CONTRACT

**Determination of successful bidder:** The technically qualified bidder whose offer is evaluated as the Highest Discount offered on **Category A1** of price bid and also on total bid (**Category A+B+C**) shall be the successful bidder subject to its meeting the statutory requirements and approval of the Director, NITK Surathkal.

### i. Award Criteria:

Unless a bidder satisfies all parameters and conditions, is not entitled to be awarded the contract merely because his bid is the lowest or highest discount.

ii. **Notification of Award:**

Prior to the expiration of the period of bid validity, the NITK-Surathkal shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter shall specify the Successful bidder /contractor to submit 3% of the contract value as Performance Security Amount in the form of Bank Guarantee as specified in **SCHEDULE-A**, issued by a Scheduled bank and also for executing the “Contract /Licence Agreement”.

**Signing of Contract:**

- a) Within Fifteen (15) days of signing of the Contract Agreement, the successful Bidder shall establish and execute the “Outsourced Pharmacy” at the Health Care Centre of NITK-Surathkal.
- b) The Licensee has to execute and sign a Contract /license deed on Rs. 100/- (Rupees One Hundred Only) stamp paper as per the format of NITK-Surathkal. The format for the same will be specified by NITK-Surathkal.

**11. PERIOD OF CONTRACT**

The period of the contract shall be for a period of one year from the date of the signing of the contract. However, strictly on the basis of the satisfactory services & performance, it may be extended for a further period of two more years, on annual basis, at the sole discretion of the Director, NITK-Surathkal, Mangalore on the same terms and conditions.

**12. PHYSICAL VISIT OF THE SITE**

- i. The Bidders are free to visit Pharmacy outlet at the Institute Health Care Centre **on or before 22-02-2021; Monday, 11.00 a.m** and physically verify the premises during the working hours of the Health Care Centre with the permission of the Institute Medical Officers/Authorities.
- ii. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bid as to the nature of the installation site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the installation to be done and local conditions and other factors having a bearing on the execution of the bid

**13. CLARIFICATION OF TENDER DOCUMENT**

- i. A prospective bidder requiring any clarification of the Tender Document may communicate in English language either by email or in writing in English language to the contact person given in this notice inviting tender. The contact person or his authorised Authority will respond to any request for clarification for the Tender Document as scheduled in the “Tender Schedule”.

ii. **PRE-BID MEETING /CONFERENCE**

- a) All prospective bidders are requested to kindly submit their queries through E-mail to [rmohealth@nitk.ac.in](mailto:rmohealth@nitk.ac.in) & cc to [deanfw@nitk.edu.in](mailto:deanfw@nitk.edu.in), so as to reach the buyer, **on or before 22-02-2021; Monday, 03:00 p.m.**
- b) A Pre-bid Conference, if necessary shall be held **23-02-2021; Tuesday; 03:30 pm; virtually through online Google meet..** All prospective bidders are requested to kindly join the Pre-bid Conference. In order to facilitate NITK for the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries through E-mail to the indicated mail address (with Tender No. and Date) so as to reach NITK Surathkal, as indicated in Invitation to Bid

- c) NITK shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will, in turn, become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on NITK website www.nitk.ac.in for the benefit of all prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the NITK website after the Pre-bid Conference, in order to enable them to take cognizance of the changes made in the bidding document
- iii. All or any clarifications provided by NITK-Surathkal to one bidder shall apply to all bidders in the fray.
- iv. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by NITK -Surathkal exclusively through the issue of an addendum or corrigendum and not through the minutes of the pre-bid meeting.
- v. Any Query / clarifications beyond the scheduled date and time or on or after pre-bid meeting will not be entertained.

**14. AMMENDMENT OF TENDER DOCUMENT**

At any time prior to the last date for receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment. Further, Institute may at its own discretion extend the last date for the receipt of bids.

**15. LIQUIDATED DAMAGES:**

Timely delivery is the essence of contract and hence if the Supplier fails to deliver Service within the original/extended delivery period(s) specified in the contract, the Institute will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, **@ 1% per week or part of the week of delayed period** as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.

**16. LEGAL MATTER:** All Domestic and International disputes are subject to Mangaluru Jurisdiction only.

**17. Relaxation for Startup, MSEs, Make in India will be as per GOI norms .**

Sd/-  
Registrar

**SECTION 1 B: eReverse(Forward) Auction Instructions for Bidders**

- 1.0 Tender Cum Auction is a combination of Tender Followed by Auction (Reverse / Forward Auction). It is also called as eRA.
- 2.0 In eRA, Tendering process will be followed as per the instructions given in NIT/Tender Documents. Subsequently, Reverse (or Forward) Auction as the case may be, will be conducted amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids' online. The Reverse (or Forward) Auction will be normally initiated after Opening of Price Bids. There will be no participation fees for Auction.
- 3.0 Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse (Forward) Auction.
- 4.0 After opening of the price (financial) bids and System displays L1 (or H1) price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price (can be changed, if required), procuring entity will create Reverse (Forward) Auction and publish the same.
- 5.0 The Techno-commercially qualified bidders will receive Auction information through SMS & email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction and increase in case of Forward Auction). It allows bidders multiple opportunities to offer a price.
- 6.0 Procedure in submission of bids by the bidders during Reverse/Forward auction online.
- 6.1 Bidders shall login using their login ID & Password and then using DSC.
- 6.2 Click on My Auctions button given in left side of page, to view Auction details for which Techno-Commercially qualified.
- 6.3 For participating in Live Auction,
  - Click on Live Auction Button.
  - Click on View button to participate in interested Auction.
  - There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
  - On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is appears as Blank in case no bidder has offered price.
  - Enter your Price in 'My Auction Price' in multiples of decremental ( incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
  - System will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.
- 7.0 **Terms and conditions for Reverse(Forward) Auction are as follows:**
  - 7.1 Reverse(Forward) Auction will be initiated after opening of price bids. The schedule of Reverse(Forward) Auction shall be intimated to the bidders by the system through their registered email and SMS to mobile number.
  - 7.2 Only those bidders whose price bid has been opened by the Tender Inviting Authority shall be eligible to participate in Reverse(Forward) process. However, in case of in Reverse Auction process, the H1 bidder whose quote is highest during tender will not be allowed to participate as per H1 elimination policy. Similarly, in case of in Forward Auction process, the L1 bidder whose quote is lowest during tender will not be allowed to participate as per elimination policy.
  - 7.3 Bidders are advised to read the 'Reverse(Forward) Auction terms and conditions' details of Reverse(Forward) Auction event carefully, before auction event.

- 7.4 Reverse (Forward) Auction can be held in two ways as indicated in the tender either on the Total overall cost of items/works or on Item wise/ Lot wise.
- 7.5 The 'Starting price' i.e. Start price and bid decrement (increment) price for Reverse (Forward) Auction will be decided by the Tender Inviting Authority.
- 7.6 Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- 7.6.1 Current Bid Price in the Auction.
- 7.6.2 Start Price.
- 7.6.3 Decrement (or Increment) value.
- 7.7 The bidding direction in case of Reverse Auction is downward and for Forward Auction is upward.
- 7.8 In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %. For ex : Current price :- Rs. 49,000 Decrement value :- Rs. 1000 System Defined Maximum Seal % :- 50, in this case a bidder can quote minimum decrement amount as Rs 49,000-1000= Rs. 48,000 and maximum decrement amount is  $49000-24500-1000=23500=24000^*$ . In case of Forward Auction, in order to displace a standing highest bid and to become "H1", a bidder can offer a minimum bid increment or in multiples of incremental value up to or below Max Seal %. For ex : Current price :- Rs. 49,000 Incremental value :- Rs. 1000 System Defined Maximum Seal % :- 50, in this case a bidder can quote minimum increment amount as Rs 49,000+1000= Rs. 50,000 and maximum increment amount as  $49000+24500+1000=74500=74000^*$ . This continues as an iterative process.
- 7.9 The system will not disclose the name of the L1 (H1) bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse/Forward auction process.
- 7.10 There shall be no communication between the Tender inviting Authority and bidders and among bidders.
- 7.11 Bidders only see the lowest (highest) bid during Reverse(Forward) auction. At no point of time will any bidder see the name of other bidders or the prices of bidders other than the lowest bid.
- 7.12 After the completion of the online reverse(forward) auction, all bidders who have participated in Reverse(Forward) will see the L1(H1) price in Auction and further processing will be done by Tender Inviting Authority.
- 7.13 In case of no participation by techno-commercially qualified bidders in Reverse (Forward) Auction, the Tender price bids received during tender will be processed.
- 7.14 In case of auction on total value of items/works, the successful bidder maybe required to submit a letter for price confirmation and rates of individual items/works within stipulated number of days after completion of Reverse (Forward) Auction event, besides sending the same by registered post/ courier to the tender inviting authority.
- 7.15 Any variation between the final bid value during RA and that in the confirmatory letter forwarded will be advised to re-work and submit.
- 7.16 Server time shall be the basis of Start Time and Closing time for bidding and shall be binding for all.
- 7.17 All electronic bids submitted during the reverse(forward) auction process shall be legally binding on the bidder.

- 7.18 The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
- 7.19 The last successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
- 7.20 If a bidder does not submit bid in the Reverse/forward Auction, the price quoted by them in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse/Forward Auction or the price quoted in the price bid, whichever is lower.
- 7.21 In case of disruption of service at the service provider's end while the Reverse(Forward) Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, Tender Inviting Authority in consultation with Application Administrator may decide to extend auction if required as per system malfunction procedure displayed in the home page of the website. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards.
- 8.0 Post auction procedure: The Tender Inviting Authority will proceed with the Lowest(Highest) Bid in the Reverse(Forward) Auction for further processing.
- 9.0 Schedule for Reverse Auction: The Reverse(Forward) Auction schedule will be intimated later on through e-mail and SMS after opening the price bid.
- 10.0 Auction extension time: If a bidder places a bid in the last {5} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {10} minutes, for the entire auction from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {5} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {5} minutes. In case, there is no bid in the last {5} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till 10 times extension is given during Reverse Auction. All bidders, regardless of their previous position, can submit their bid during the extension period also.
- 11.0 Bidding currency and unit of measurement: Bidding will be conducted in Indian Rupees as indicated in the tender.
- 12.0 Validity of bids: Price shall be valid for a period of defined number of months from the date of reverse auction. These shall not be subjected to any change whatsoever.
- 13.0 Bidders' bid will be taken as an offer to execute the work (or to award supply of the item) as per enquiry no. {.....} dt. {.....}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, action shall be initiated as per the tender terms and conditions.
- 14.0 The Tender Inviting Authority decision on award of contract shall be final and binding on all the Bidders.
- 15.0 The Tender Inviting Authority reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

16.0 The Tender Inviting Authority reserves the right to suspend or pause the reverse auction, if required. In such cases, as per discretion of Tender Inviting Authority, auction may be reopened.

17.0 The Tender Inviting Authority shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of Tender Inviting Authority shall be binding on the bidders.

18.0 Failure of power or loss of connectivity at the premises of bidders during the Reverse(Forward) auction cannot be the cause for not participating in the reverse (forward) auction. On account of this, the time for the auction cannot be extended and the organisation is not responsible for such eventualities.

19.0 Other terms and conditions shall be as per tender.

20.0 Bidder shall not divulge Bids or any other exclusive details of the organisation to any other party. If the Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action will be taken against such bidders as per banning procedure of the organisation.

21.0 Tender price bid (s) means the price bid (s) received during tendering for the items/work/services.

22.0 Auction closing price bid means the lowest (highest) online price bid received after the completion of Reverse(Forward) Auction.

23.0 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

24.0 Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

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

26.0 The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s)

### **EVALUATION CRITERIA**

a) The bidder who fulfills Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.

b) The bidder who quotes **Highest** rate in financial bid will be declared **H1**.

c). In case of tie in **Highest** rate, the contractor/Firm/Agency who has completed more works in last Three years for similar nature of work in central/state government organization shall be declared **H1**. copies of order and completion certificate from employer shall be provided along with technical bid.

d). The work shall be awarded to the **H1** bidder.

**SECTION 2: CONDITIONS OF CONTRACT.****1. SCOPE OF WORK****A) ESTABLISHING THE OUTSOURCED PHARMACY**

- a) The Successful bidder shall establish the outsourced pharmacy in the outlet provided inside the Health Care Centre, NITK-Surathkal after signing the contract agreement at his own cost.
- b) The Successful bidder shall stock and dispense the **Generic and Branded medicines/drugs**, as indented by the Institute Medical Officer.
- c) The Successful bidder shall deploy his own qualified and experienced pharmacists to maintain the outsourced pharmacy.
- d) The successful bidder shall obtain the required licenses, certificates etc from Drugs control department or authorized department, at his/her own cost for establishing the outsourced pharmacy.
- e) The Successful bidder shall procure at his/her own cost, the necessary electrical appliances (refrigerators) etc., for storage of medicines, vaccines, injections etc., as per the standards of storage norms.

**B) TIMINGS OF THE OUTSOURCED PHARMACY : SCHEDULE OF WORKING / OPERATING HOURS**

The Outsourced Pharmacy will be operating as per the instructions and completely monitored by the Institute Medical Officer and it should be kept open during the working hours of the Health Care Centre and as directed by the Institute Medical Officer /NITK-Surathkal authorities. The normal working hours are mentioned below:

Days	Timings
Monday to Friday	08:45 am to 01:00 pm and from 02:00 pm to 06:00 pm
Saturdays	08:45 am to 01:00 pm and from 02:00 pm to 04:00 pm
Sundays	08:45 am to 12:00 noon

**Note :** 1. The outsourced pharmacy will not operate beyond the above mentioned timings.

2. Holidays are admissible in accordance with the applicable holidays to the Health Care Centre and NITK-Surathkal.

**C) TRANSFER OF EXISTING STOCK**

The Outsourced pharmacy shall accept all the existing stocks of all medicines/drugs/items stored by the previously outsourced pharmacy, which was authorised by NITK-Surathkal on Licence/Contract agreement basis.

**D) COLLECTION OF INDENT TO STOCK**

The Institute Medical Officer will indent the required **Generic and Branded** Allopathy and Ayurveda Medicines/Drugs, Vaccines, Surgical and Dental Items and equipments, Laboratory investigation reagents, Antiseptic lotions of reputed companies and the Authorised Outsourced Pharmacy should make stock of the indented items within 24 hours of the indent. No other medicines/cosmetics/drugs/items shall be stocked or dispensed without the permission of the Medical Officer.



**E) DISPENSING AS PER PRESCRIPTION**

- a. The medicines/Drugs are to be dispensed to the Beneficiaries as per the prescription of the Institute Medical Officers and the visiting Consultants for the period mentioned in the prescription.
- b. Only Qualified Pharmacists of the successful bidder shall dispense the Medicines/Drugs at the Pharmacy outlet of the Institute health Care Centre.

**F) NON SUBSTITUTION**

In case of indent for specific Generic or brand of medicines, the generic or brand shall not be substituted.

**G) PACKED SUPPLIES**

The Medicines/Drugs are to be dispensed as per the original packing of the Manufacturer.

**H) LIFE PERIOD OF MEDICINES SUPPLIED**

Every Medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of all items stocked or Dispensed should not have passed more than half of its shelf time.

**2. MISCELLANEOUS**

- i. In addition to the successful bidder's main office anywhere in India, the successful bidder/agency should have a permanent location of office within **the Dakshina Kannada /Udupi District , Karnataka** for postal correspondence and should be available on its own direct telephone (office as well as residence) and the deployed persons should also be available on mobile phone so as to enable this office to contact them and also call them in emergency, which all the instruments, expenditure etc., shall be borne by the successful bidder/agency.
- ii. The appointed Outsourced Pharmacy will as and when required attend the meeting fixed by the Institute Authorities or by the Institute Health Care Committee.
- iii. The Outsourced Pharmacy shall have its own approved letter pad, rubber stamp seal etc.
- iv. The Out sourced Pharmacy shall produce Registration Certificate of the Qualified Person (Pharmacist) engaged in Dispensing of the Medicines/Drugs and comply with the standards of Drugs and Cosmetics Act 1940 and Rules 1945.
- v. An outlet of dimension of length 18 ft and width 10 ft. **(180 sq ft / 16.72 sq.mtr)** to run the Pharmacy will be provided at the Institute Health Centre and it is the sole responsibility of the Outsourced Pharmacy to maintain the structure of the outlet and any alteration or modification (Civil / Electrical), if necessary is to get the approval of the Director, NITK-Surathkal.
- vi. The Institute shall provide minimum basic amenities such as furnitures , electrical appliances (ceiling fan) and any other item as sanctioned by NITK Surathkal to the outsourced pharmacy during its hours/days of Services only. The basic amenities provided are the properties of NITK Surathkal and shall continue with NITK-Surathkal.
- vii. Nominal Licence fee (rent) of **₹ 2,200/- per month** for the Pharmacy Outlet , utility charges for electricity at a flat rate of **₹ 1000/-** and for Water Charges at a flat Rate of **₹ 100/-** per month will be charged and the total amount of rent and utility charges is **₹ 3,300/- p.m, which** should be paid to NITK-Surathkal by 10th of every month by the Outsourced Pharmacy. Failure to pay, an interest at 18% p.m will be applied. **Note: There would be an annual increase of 10% on Rent and utility charges.**

- viii. The Possession of the Premises (Pharmacy Outlet) granted to the Outsourced Pharmacy shall continue with the NITK-Surathkal and the Licence shall be given only to stock / dispense the medicines/drugs.
- ix. The successful bidder/agency shall personally execute the scope of work as per the contract agreement and should not sublet or assign or transfer, pledge or sub-contract to any person /agency/hospital.
- x. The Service Provider shall ensure that no inflammable substances of any nature, form etc. or any narcotic or banned drugs in any form should be carried /stocked inside the NITK Surathkal Campus.
- xi. If NITK-Surathkal incurs any loss or damage on account of negligence, defaults or theft on the part of the employees/ Agents of the contractor/agency, then the Firm shall be liable to reimburse to NITK-Surathkal for the same. The Firm shall keep NITK-Surathkal fully indemnified against any such loss or damage.
- xii. The contractor/agency shall withdraw such persons, who are not found suitable/acceptable to NITK-Surathkal because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct etc. immediately and provide immediate replacements.
- xiii. The contractor/agency shall provide the copies of engagement / deployment letter issued to the personnel so deployed by them to this office. It will also provide a list of all personnel so deployed with attested copies of proof of permanent and present address, phone numbers etc., and their photographs.
- xiv. The contractor/agency's personnel, engaged in the Pharmacy services of NITK-Surathkal shall not be entitled for claim of any benefit such as pay, perks / compensation / facilities/ absorption / regularization of services from this office under the provisions of Industrial Disputes Act. 1947 or Contract Labour (Regulation and Abolition) Act, 1970. payment of Wages Act, 1939, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen Compensation Act, 1923, Industrial Disputes Act.1947. Maternity Benefit Act, 1961, or any modification there of or any other law relating thereto and rules made there under from time to time, during the currency or after expiry of the contract. **Undertaking from the persons to this effect shall be required to be submitted by the contractor/agency's to the Director, NITK-Surathkal.**
- xv. The persons deployed by contractor/agency shall not have any claims of master & servant relationship vis a vis NITK-Surathkal nor have any principal and agent relationship with or against the Director/Registrar or any other authorities or staff of NITK-Surathkal.
- xvi. The persons of the contractor/agency shall not divulge or disclose to any persons any details of this office, operation process, technical know-how, security arrangements, Medical/private/administrative/ organizational matters as all are confidential / secret in nature.
- xvii. The personnel recruited by the contractor/agency shall not interfere with the duties of the regular employees of NITK-Surathkal
- xviii. The contractor/agency shall ensure proper conduct of their persons inside the Health Care Centre /NITK-Surathkal campus premises, and enforce prohibition of possession / stocking and consumption of alcoholic drinks, paan, smoking, chewing tobacco or any other prohibited substances.
- xix. NITK-Surathkal shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor/agency or the contractor/agency itself.
- xx. On the expiry of the agreement, the contractor/agency will withdraw all its persons and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the persons of the contractor/agency, it shall be the entire responsibility of the contractor/agency to pay and settle the same. In any event, it will be the responsibility of the contractor/agency to clear all the due payments for its employees.
- xxi. In case of failure by the contractor/agency to comply with any statutory requirement/ terms of the agreement/ withdraws the services or NITK-Surathkal terminates the contract for violation of terms and conditions, deficiency in service during the period of contract, the contract shall be terminated, the Performance Guarantee shall be invoked and the agency/contractor would be disqualified from participation in any future tenders of the NITK-Surathkal.
- xxii. NITK-Surathkal shall not be liable to provide food, uniform/ clothing , accessories, any accommodation or any transport facility to the contractor/agency or its deployed personnel.
- xxiii. No Cooking or Lodging shall be allowed in the Institute Health Care Centre or inside the campus of NITK-Surathkal.
- xxiv. Any dispute regarding working hours, salary and of compensation payable to the workers deployed by the contractor/agency will be the responsibility of the contractor/agency and no representation will be entertained on this issue by this office. The contractor/agency shall totally indemnify this office in this regard.

- xxv. All liabilities arising out of any legal dispute, accidents, injuries, damages, losses etc. shall be borne/ paid by the contractor/agency and NITK-Surathkal shall not be liable in any manner whatsoever.
- xxvi. The contractor/agency shall be sole responsible for redress of grievances and or resolutions of disputes relating to the manpower deployed or to the vehicle utilized for the service.
- xxvii. At all times during the tenure of the license agreement, it shall be the responsibility of the licensee to obtain proper Life or fire insurance coverage including theft and burglary in respect of all the movable and im movable assets stored or used in the licensed premises and NITK-Surathkal shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever. Appropriate firefighting equipment shall be installed to meet any eventuality.
- xxviii. The Licensee is expected to adhere to the mandatory rules stipulated by the State/Central Government enforces by such authorities from time to time. The Licensee and his servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the NITK-Surathkal and or local body or administration in force from time to time and the business which the Licensee is allowed to carry on under this deed of License.

## 2. PRESENTATION OF BILLS

- 2.01 The Outsourced Pharmacy shall present the Bill to the Medical Officer, for the dispensing made during each fortnight (1 to 15 & 16 to 30/31) within ten days of closing of each respective fortnight. The bill should clearly indicate the details of the dispensing made each day such as name of the item, name of the manufacturer, batch number, date of manufacture & expiry date, name of the patient, prescription slip number with date, MRP, discount as per contract (MRP Rate minus Agreed Discount ) etc. and any other information required by the NITK-Surathkal Authorities.
- 2.02 The Bills shall be supported by the Purchase Invoice of the Outsourced Pharmacy and Original indent along with the Certificate from the Institute Medical Officer of the Health Care Centre under his/her signature, with date, seal of the office for receipt of the items indented.

**NB:** Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained.

## 3. PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED

Supply orders will be placed against the contract up to the last date of the contract. Indent/Prescription received even on the closing date and time should be honoured in accordance with the terms of the contract, even though the last date of the contract may have expired on the date of supply of medicines.

## 4. PERFORMANCE SECURITY -FORFEITURE

The amount of Performance Security shall be liable to be forfeited, if the medicines/drugs, surgical items etc. are not as per the indent of the institute Medical Officer or not conforming to quality.

**The Performance Security is also liable to be forfeited if the Outsourced Pharmacy:**

- 1. Fails to adhere to the terms and conditions of the contract,
- 2. Stocks/Dispenses any sub-standard, spurious drugs or the substitute medicines.
- 3. Delayed supplies.
- 4. Over Charges.

The outsourced Pharmacy should not stop the supplies of the medicines/drugs without giving three months' prior notice.

**5. DEDUCTIONS FOR DELAY / DEFAULT**

- 5.01 In case of indent for specific generic or brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then the outsourced pharmacy will be penalized with ₹ 2,000 + cost of the specific generic or brand of medicines for each such default.
- 5.02 The indented medicine/drugs should be made available at the outsourced pharmacy within 24 hours of the indent by the Medical Officer. In the event of non-stock of Medicines /Drugs as per the indent in time as aforesaid, ₹ 1,000/- will be deducted from the bill of the Outsourced Pharmacy for each day or part thereof of delay in respect of each item.
- 5.03 In case of failure or refusal on Outsourced Pharmacy to stock/dispense the medicines/drugs to the beneficiaries within the time as provided in scope of work, the contract is liable to be terminated/ cancelled at the Outsourced Pharmacy's risk and cost. Any extra cost involved in arranging the supply from alternate source will be recovered from the Outsourced Pharmacy.
- 5.04 The medicines/drugs to be stocked / dispensed will be of standard quality. In case it is found that any particular medicine's date is expired or is near the date of expiry, found not of standard quality, substandard or spurious, appointed Outsourced Pharmacy will be liable to be debarred for a period of 3 years besides other legal action that may be initiated. In case the Outsourced Pharmacy fails to stock intended medicines/drugs, the NITK - Surathkal will be entitled to procure the same from Pharmacy Distributors and the Outsourced Pharmacy will be penalized with ₹ 1,000 + full price of the specific generic or brand of medicines.

**6. TERMINATION FOR DEFAULT**

NITK-Surathkal may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part :

- 6.01 If the bidder fails to provide any or all of the services within the period(s) specified in the contract
- 6.02 If the bidder fails to perform any other obligation(s) under the Contract.
- 6.03 If the bidder, in the judgment of the NITK-Surathkal, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**7. SUPPLY/STOCK/DISPENSING OF MEDICINES/DRUGS.**

7.01 Sufficient stock of Generic and branded standard quality of medicines/drugs at all time as indented by the Institute Medical Officer, will have to be maintained by the outsourced Pharmacy, to avoid inconvenience in supply of medicines to the NITK-Surathkal Beneficiaries.

**8. INDEMNITY**

The bidder shall indemnify the NITK-Surathkal against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the NITK-Surathkal in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the NITK-Surathkal from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all the indemnities arising from such incidents without any extra cost to NITK-Surathkal and will not hold the NITK-SURATHKAL responsible or obligated. The NITK-Surathkal may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

**9. PAYMENT**

16.1 No advance payment will be made to the outsourced pharmacy by NITK-Surathkal.

16.2 The Authorised Outsourced Pharmacy shall claim payments twice a month (every fortnight). Payments of the bills presented will normally be arranged in 4 to 6 weeks from the date of presentation of the bill. However the Outsourced Pharmacy shall make no claim from NITK-Surathkal in respect of interest or damages in case the payment is delayed for any reasons.

**10. ARBITRATION**

- 10.01 The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for shall arise between the NITK-Surathkal and the bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to for courts.
- 10.02 In case of dispute, the matter will be subject to Mangaluru Jurisdiction only. The competent courts at Mangaluru shall have jurisdiction to decide the disputes which arose under this contract.
- 10.03 The fees, if any, for the courts including advocate/lawyer fees, if required to be paid before the award is made and published, shall be borne by the Licence/Contract holder.
- 10.04 The Court's award is the final and Conclusive.

**11. NOTICES**

11.01 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by registered post or by facsimile and confirmed by original copy by post to the other party's address as below:

NITK-Surathkal: The Registrar, NITK-Surathkal, P.O-Srinivasnagar, Mangalore, PIN: 575 025

Bidder : \_\_\_\_\_

11.02 Notice shall be effective when delivered or on the notice's effective date, whichever is later.

**Sd/-  
Registrar**

**ANNEXURE – A****BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE BOND****(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)**

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALORE. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,  
Director,  
National Institute of Technology Karnataka, Srinivasnagar P.O., Surathkal  
Mangalore - 575025

**LETTER OF GUARANTEE**

WHEREAS National Institute of Technology Karnataka (Buyer) has invited Tenders vide Tender Notification: 02/NITK/OS-PH/2020-21/A10, Date: 16-02-2021 for 'Outsourcing of Pharmacy activities at the Institute Health Care Centre of NITK-Surathkal'. AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to establish the outsourced pharmacy at the Health Care Centre of NITK-Surathkal and provide Pharmacy Activities as per the Scope of Work of the Tender Document, in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "Director, National Institute of Technology Karnataka, Surathkal" in the form of Bank Guarantee for Rs .....(3% (Three percent) of the Contract value) i.e Rs..... and valid till one year or up to the contract period whichever is later from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document/purchase order/performance of the equipment/machinery, etc. this Bank shall pay to National Institute of Technology Karnataka, Surathkal on demand and without protest or demur Rs.....(Rupees.....).

This Bank further agrees that the decision of National Institute of Technology Karnataka, Surathkal (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in the tender document/purchase order shall be final and binding.

We, ..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or National Institute of Technology Karnataka, Surathkal (Buyer).

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs.....(Indian Rupees only).
2. This Bank Guarantee shall be valid up to..... (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if National Institute of Technology Karnataka (NITK) Surathkal serve upon us a written claim or demand on or before..... (date).

This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Yours truly,  
Signature and seal of the guarantor:  
Name of Bank & Address:  
Date:

**Instruction to Bank:** Bank must note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period.

**ANNEXURE – B BOQ****FINANCIAL / PRICE BID**

[ To be used by the bidder for submission of the online bid]

Tender Inviting Authority:

Name of Work/Goods/Services:

Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE**

I / We offer to stock the Generic and Branded Allopathy and Ayurveda Medicines/Drugs, Vaccines, Surgical and Dental Items and equipments, Laboratory Investigation reagents, Antiseptic lotions of well reputed Companies as indented by the Institute Medical Officer and dispense the same to the Beneficiaries as per the prescription of the Institute Medical Officers and the Visiting Consultants at the rates in percentage given below:-

**Uniform Discount on the Maximum Retail Price (M.R.P) Offered on the following categories:**

Sl.No	Category	Particulars	In percentage term – in Figures	In percentage term – in Words
1	A1	Allopathy , Ayurveda Medicines/ Drugs , Vaccines, Laboratory Investigation Reagents		
2	A2	Surgical and Dental Items and equipment's		
3	A3	Antiseptic Lotions		

**Note:**

1. This BOQ template **must not be** modified/replaced by the bidder.
2. The above format should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only
3. Percentage discount will become applicable on the MRP mentioned and will be inclusive of GST, etc.
4. The discounted price will be inclusive of all taxes and duties as may be applicable and No extra charge or any taxes are applicable extra on the discounted price.
5. The Discount offered should be kept firm throughout the License Period /contract or during its extension period.
6. The billing value will be MRP minus Value of agreed Discount applied.

PAN No. :

GST Registration No. :

Name of the bidder

Signature:

Name &amp; Business Address:

Seal of the Proprietor and the firm

Place:

Date:

**DECLARATION OF BIDDER**

1. I..... proprietor / partner of the company/ Firm/agency has an experience of.....years and the company/ Firm/agency named ..... was established in the year.....  
**(attach proof of establishment and running the pharmacy business).**
2. I/ We hereby accept the existing stocks of medicines/drugs/items stored by the previously outsourced pharmacy licenced by NITK-Surathkal.
3. I/We hereby agree to run the Pharmacy in the outlet provided at the Health Care Centre of NITK - Surathkal.as per the requirements of NITK-Surathkal.
4. I/We hereby offer to stock and dispense medicine at the Outsourced Pharmacy of the Health Care Centre, NITK-Surathkal as indicated in the Bid notice, you may specify in the acceptance of Bid at the rate in percentage given in Price Bid attached and agree to hold this offer open till .....(180 days from the date of opening of the Commercial/price Bid of tender).
5. I/ We shall be bound by a communication of acceptance dispatched within the prescribed time.
6. I/ We have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
7. I/ We are fully aware of the nature of Medicines/Drugs required and my / our offer is to stock the Generic and Branded Allopathy and Ayurveda Medicines/Drugs, Vaccines, Surgical and Dental Items and equipments, Laboratory Investigation reagents, Antiseptic lotions of well reputed Companies as indented by the Institute Medical Officer and dispense the same to the Beneficiaries as per the prescription of the Institute Medical Officers / Visiting Consultants in accordance with the requirements of the NITK -Surathkal.
8. I/ We agree to arrange supplies of Generic and branded standard quality medicines/drugs in accordance with the nomenclature, specifications, packages and quantity indented by the Institute Medical Officer.
9. I /We agree to dispense the Medicines/Drugs to the beneficiaries of NITK-Surathkal by Qualified Professionals (Pharmacists) at all time.
10. I/We agree that the stocking and dispensing of aforesaid will comply with the provisions of Drugs & Cosmetics Act, 1940 and rules 1945 made there under.
11. My / Our firm has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act 1940 and Rules 1945
12. I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/we understand that my/our tender will be summarily rejected and disqualified and I/we are liable to be banned from doing business with NITK, Surathkal and/or prosecuted.
13. I/we, hereby certify that all the information and data furnished by me with regard to this bid requirements are true and complete to the best of my knowledge. I have gone through the requirements, conditions and stipulations in details and agree to comply with the requirements and intent of specification.
14. I/we, further certify that my company meets all the conditions of qualification criteria laid down to take part in the bid.
15. I/we, further specifically certify that my company has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.
16. I/we certify that our bid against tender notification No. : 02/NITK/OS-PH/2020-21/A10, dated: 16-02-2021 does not amount to any breach of any Government guidelines. I further confirm that in the event of disclosure at a later stage that the same are not in line with any Government Guidelines and NITK-SURATHKAL is put to any disadvantage or face cancellation of the tender or contract or any claim becomes substandard/untenable, the whole liabilities arising out of this shall lie squarely on us.
17. I/we, further certify that I am the duly authorized proprietor / representative of the agency /firm and competent to agree as above.
18. I/We solemnly confirm that the facts stated above are true and nothing has been concealed.

SIGNATURE OF BIDDER

NAME :

DESIGNATION

ADDRESS :

DATE:

Seal of the Bidder's Firm



**ANNEXURE-D**

Form of "Bid Security Declaration" - To be submitted in the Letterhead of the Bidder

**"BID SECURITY DECLARATION"**

To:  
The Director,  
National Institute of Technology Karnataka, Surathkal.  
Post Srinivasnagar, Mangaluru – 575025.

Sir,

Sub.: Submission of Bid Security/ EMD Declaration – Reg.

Ref.: Tenders invited for "-----" vide NIT No. -----

I/ We declare that:

1. I/ We understand that according to the tender document, bids must be accompanied by EMD or a Bid Security Declaration. Accordingly, I/ We have opted for submitting this Bid Security Declaration.
2. I/ We declare that I/ We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.
3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
4. I/ We understand that if I/ We fail to furnish the Performance Guarantee before the deadline specified in the LoA / Lol, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
5. I/ We further understand that if I/ We fail to sign the contract in case the work is awarded to me/ us or fail to furnish the Performance Guarantee, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
6. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of bid validity period.
7. I/ we declare that I am/ we are authorized to sign this declaration.

Duly signed this Declaration on this day -- 2021

Signature of the Bidder with seal

**Letter of Authority**

(To be printed on his/her/ firm/ agency/company Official Letter Head )

To  
The Director  
NITK-Surathkal  
Sir,

SUB : Letter of Authority to sign and execute the tender on my behalf -reg

I/ We Authorise Shri/Smt..... working as ..... in (Name of the Firm/Chemist shop) ..... to sign the Tender Document No. .... for the Outsourcing of Pharmacy Activities at NITK-Surathkal Health Care Centre on our behalf. He /She is also authorized to conclude the tender or contact and take decisions whatever is necessary in connection with this tender.

The specimen signature of Shri/Smt ..... (Name of the Authorised person) are given below and duly attested by me/us.

Specimen Signature of Shri/ Smt..... 1)

2)

3)

Attested by:

Signature/ Signatures:

Name of the proprietor of firm /company/ agency / partner/partners.

Rubber Stamp seal of the proprietor of firm /company/ agency / partner/partners

Rubber Stamp seal of the firm/company/ agency

**ANNEXURE - F****EXPERIENCE OF SIMILAR WORKS OF TENDERER AS PRINCIPAL CONTRACTOR**

Sr. No.		Work 1	Work 2	Work 3	Work 4
1.	Name of Work				
2.	Name & Address of the Client				
3.	Contact Person with e-mail id				
4.	Telephone Nos. of the client				
5.	Name & Location of work site				
6.	Discount offered on the MRP price				
	Allopathy , Ayurveda Medicines/ Drugs , Vaccines, Laboratory Investigation Reagents				
	Surgical and Dental Items and equipment's				
	Antiseptic Lotions				
7.	Period of the Outsourcing contract				
8.	Ongoing or Completed or terminated				
9.	If contract terminated, Specify the reasons				
10.	Penalty faced, if any				

(Continuation sheets may be used in case of more number of similar works)

Note :- Tenderer to enclose certificate from the client for ongoing /successful completion of each work mentioned above.

Bidder's Signature

Name & Seal

Tel. No.

Date:

**ANNEXURE - G****BIDDER INFORMATION FORM**

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date : [insert date (as DD.MM.YYYY) of Bid Submission]

Noification. No. : 02/NITK/OS-PH/2020-21/A10, Date: 16-02-2021

1. Bidder's Name [insert Bidder's legal name]	
2 Bidders' firm /company /agency name	
3. In case of JV, legal name of each member with their contact numbers and email ids : [insert legal name of each member in JV]	
4. Bidder's actual or intended country of registration: [insert actual or intended country of registration]	
5 Bidder's year of registration: [insert Bidder's year of registration]	
6 Bidder's Address in country of registration: [insert Bidder's legal address in country of registration] Main Permanent Office address	
7. Bidder's permanent office address located in Dakshina Kannada /Udupi District, Kamataka.	
8. Bidder's Authorized Representative Information Name :[insert Authorized Representative's name] Address :[insert Authorized Representative's Address] Telephone/Fax numbers :[insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]	
1. Attached are copies of self attested original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing : <input type="checkbox"/> Legal and financial autonomy <input type="checkbox"/> Operation under commercial law <input type="checkbox"/> Establishing that the Bidder is not dependent agency of the Purchaser 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.	

Bidder's Signature

Name & Seal

Tel. No.

Date

**FORMAT FOR BANK ACCOUNT DETAILS OF THE BIDDER**

Name of the account holder (bidder)	
Complete address	
Contact number	
Email address	

Bank Account details:

Bank name	
Branch name	
MICR number	
Account type	
Account Number	
Please re-type Account number again	
IFSC code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

**Certification from the banker:**

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.

**INTEGRITY PACT AGREEMENT*****(To be signed by the bidder/same signatory authorized to sign the relevant contact)***

This Integrity Agreement is made at Surathkal on this ..... day of .....20 .....

**BETWEEN**National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NIT Act -2007) represented through The Registrar, NITK, Surathkal (hereinafter referred as the '**Buyer**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)**AND**.....  
(Name and Address of the Individual/Firm/Company)

Through ..... (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

**Preamble**WHEREAS **NITK Surathkal** has floated the Tender (Hereinafter referred to as "Tender/Bid") and intends to award, underlaid down organizational procedure, contract for "Equipment"[Hereinafter referred to as the "**Contract**").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this witness as under:

Seal and Signature of the bidder

Reg istrar, for NITK Surathkal

**Article 1: Commitment of NITK Surathkal**

- i. **NITK Surathkal** commits to take all measures necessary to prevent corruption and to observe the following principles:
- (a) No employee of NITK Surathkal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) NITK Surathkal will, during the Tender process, treat all Bidder(s) with equity and reason. NITK Surathkal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) NITK Surathkal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- ii. If NITK Surathkal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, NITK Surathkal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/ Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adheres to the highest ethical standers, and report to the Government/ Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contact execution:
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contractor.

Seal and Signature of the bidder

Registrar, for NITK Surathkal

- b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offense under the relevant IPC/PC Act. Further, the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as
- d. part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and address of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- f. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- iii. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.
- iv. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- v. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Seal and Signature of the bidder

Registrar, for NITK Surathkal



**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to NITK Surathkal under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 day notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by NITK Surathkal.**
- 2) **Forfeiture of Performance Guarantee/Security Deposit:** If NITK Surathkal has disqualified the Bidder(s) from the tender process prior to the award of the Contract or terminate/determinate the Contractor has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to NITK Surathkal, may in its considered opinion forfeit the entire amount of Performance Security of the Bidders/Contractor.
- 3) **Criminal Liability:** If NITK Surathkal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, NITK Surathkal will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Seal and Signature of the bidder

Registrar, for NITK Surathkal

**Article: 5 Equal Treatment of all Bidder/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vend or 12months after the completion of work under the contractor or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

**Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of NITK Surathkal, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed on term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action was taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Seal and Signature of the bidder

Registrar, for NITK Surathkal

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of NITK Surathkal) (For and on behalf of bidder/ contractor)

WITNESSES:

1. ....  
(Signature, name, and address)

2. ....  
(Signature, name, and address)

Place: Surathkal.

Dated:

**ANNEXURE – J**

**Undertaking that the successful BIDDER agrees to give a Performance Security amounting to 3% of the purchase order value in favor of “The Director, NITK Surathkal”.**

I/We ..... (Name of the bidder/Proprietor/Partner/Partners) of .....  
(Name of the firm/agency) do agree with the terms and conditions specified in the Tender Notification No. 02/NITK/OS-PH/2020-21/A10, Date: 16-02-2021, If I/We are the successful bidder, I/We agree to provide a Performance Security amounting to 3% of the contract value as per the **ANNEXURE A**, in favor of “The Director, NITK Surathkal” and as intimated by the NITK-Surathkal authorities.

SIGNATURE OF bidder/Proprietor/Partner/Partners

NAME :

DESIGNATION

ADDRESS :

DATE:

Seal of the Bidder's Firm

**ANNEXURE – K BOQ****Check List for Submission of Documents along with Technical Bid to meet Qualification Criteria and Essential Conditions**

Name and Complete Postal address of the Bidder with Firm/Company address, phone/Fax/Mobile number

It is hereby certified that, I /we have uploaded the relevant documents as per the tender requirement in compliance with qualifying Criteria by checking 'yes" against each of them.

DOCUMENTS.	SI.No	CONTENTS	Document Uploaded (Yes/No)
<b>TECHNICAL BID</b>	1.	EMD in the form of Bid Security Declaration - ANNEXURE-D In case of exemption from submission of EMD, proof of registration with NSIC/MSME	
	2.	Duly attested copies of valid Drug Licences held by the bidder as on the date of Bid opening in specified forms issued by the Competent Drug Control Authorities of the State/Central Government under the provisions of The Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945	
	3.	Valid Trade License (Please Attach self-attested Xerox copy) for Operating a Pharmacy.	
	4.	Valid Trade License for supply of manpower, as per the Labour act, issued by Labour Commissioner or related competent authority	
	5.	Declaration of Bidder as per ANNEXURE – C.	
	6.	Bidder Information Form as per ANNEXURE-G.	
	7.	Bidder Bank Details as per ANNEXURE-H	
	8.	Copy of the Partnership Deed if the bidder is a Partnership concern	
	9.	If the bidder is a company , attach self attested Company incorporation Certificate	
	10.	GST Certificate.	
	11.	Letter of Authority for the representative to sign and execute the tender as per ANNEXURE – E.	
	12.	No Conviction Certificate from Competent Drug Control Authorities of the State/Central Government	
	13.	Latest at least two Sample Analysis report of the Drug Controller of the Concerned State /Centre	
	14.	Copies of the Audited Balance sheets, Profit & Loss A/c., Trade or Manufacturing A/c, and Income Tax Return Acknowledgement i.e., ITR MUST be attached , for the last three financial years to establish the turnover of the bidder.	
	15.	Latest Income Tax Assessment Completion Certificate/Income tax clearance certificate (In the event of assessment of the recent previous year having not been completed the certificate of the latest assessment completed.	
	16.	Copies of Documents/work qualification certificates pertaining for such services provided in the Government Sector/PSU's/ Reputed Corporate Sector -ANNEXURE - F	
	17.	ESI registration Certificate	
	18.	EPF registration Certificate	
	19.	Affidavit (in Original) on a non-judicial stamp paper of Value Rs. 20/- (Rupees Twenty Only) that the Pharmacy /Agency /Distributor/ Firm has not been Blacklisted by the Government/PSU or Pvt.Sectors.	
	20.	Affidavit (in Original) on a non-judicial stamp paper of Value Rs. 20/- to the effect that there is no vigilance/CBI case/Enquiry by Drug controller pending against the bidder/ firm/supplier	
	21.	Integrity Pact (for procurements ANNEXURE- I.	
	22.	Self-attested Copy of Income Tax Permanent Account Number (PAN Number)	
	23.	Undertaking that the successful BIDDER agrees to give a Performance Security amounting to 3% of the contract order value in favor of "The Director, NITK Surathkal" as per ANNEXURE -J	
	24.	Self attested document {Trade Certificate with rent agreement copy (if the office is established on rent basis)} for having a permanent office for not less than 3 years in Dakshina Kannada/Udupi District, Karnataka.	
<b>FINANCIAL BID</b>	25.	PRICE BID <b>ANNEXURE – B BOQ</b>	

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