

# राष्ट्रीय प्रौद्योगिकी संस्थान कर्नाटक, सुरत्कल

DOC - 4

## NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST-SRINIVASNAGAR, MANGALURU – 575 025 (D.K)

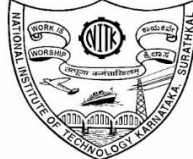
पोस्ट- श्रीनिवासनगर, मंगलूरु - 575025 (डी. के)

विभाग /DEPARTMENT OF HEALTH CARE CENTRE

Phone: (0824) 2473090 /3070.

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

E- mail: [rmo@nitk.edu.in](mailto:rmo@nitk.edu.in)



## निविदा दस्तावेज/TENDER DOCUMENT

निविदा अधिसूचना संख्या/Tender Notification No: NITK/HCC/2026-27/Re-Pharmacy/04

दिनांक/Date: 27-07-2026

|                                                                         |                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Service                                                         | <b>Outsourcing of pharmacy activities at the Institute Health Care Centre of NITK-Surathkal</b>                                                                                                                              |
| The Estimated Amount put to Tender                                      | <b>₹ 1,70,00,000/-</b> (Including GST)                                                                                                                                                                                       |
| EMD Amount                                                              | <b>₹ 3,40,000/-</b>                                                                                                                                                                                                          |
| Time for Supply of Items                                                | One Month                                                                                                                                                                                                                    |
| Date, Time & Venue of Pre-Bid Conference                                | <b>12-08-2026, 11.30 AM, Board Room, NITK Surathkal</b> (Refer Section 1 B, Clause No. 28)                                                                                                                                   |
| Bid Document Download Start Date                                        | 29-07-2026                                                                                                                                                                                                                   |
| Clarification Start Date                                                | 29-07-2026                                                                                                                                                                                                                   |
| Clarification End Date                                                  | <b>10-08-2026, 05:30 PM</b>                                                                                                                                                                                                  |
| Online Bid Submission Start Date                                        | 29-07-2026                                                                                                                                                                                                                   |
| Online Bid Submission End Date                                          | <b>19-08-2026, 03:00 PM</b>                                                                                                                                                                                                  |
| Address for Submission of Tender                                        | <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>                                                                                                                                                                |
| Date of Opening Technical Bid                                           | <b>20-08-2026, 03:00 PM</b>                                                                                                                                                                                                  |
| Contact Details of Buyer                                                | Dr. Sachin S Nadh, Medical Officer;<br>Health Care Centre, NITK Surathkal<br>Phone: +91-824-2473070<br>email id: <a href="mailto:hcc@nitk.edu.in">hcc@nitk.edu.in</a> / <a href="mailto:rmo@nitk.edu.in">rmo@nitk.edu.in</a> |
| Purchase Officer Name and Contact Details (Related to Purchase Inquiry) | Sri. Umesh K. Rane, Asst. Registrar (Purchase)<br>Phone: +91-824-2474025 Email: <a href="mailto:ar.purchase@nitk.edu.in">ar.purchase@nitk.edu.in</a>                                                                         |

**NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL**

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निविदा अधिसूचना संख्या/Tender Notification No: NITK/HCC/2026-27/Re-Pharmacy/04

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

The National Institute of Technology Karnataka, Surathkal (in short – NITK, Surathkal), Mangaluru is an Institute Of National Importance under the Ministry of Education, Government of India imparting High Quality Technical Education and engaged in Research and Development Activities.

Online Tenders (<https://eprocure.gov.in/>) are invited for the following items in **Two Cover Systems** (i.e., Technical Bid and Financial Bid) subject to the following terms and conditions, from the reputed manufacturers or its authorized dealers so as to reach this office 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 the online portal <https://eprocure.gov.in/>. The financial bid of only such bidders whose technical bid is accepted shall be opened on the same day or later pre-informed date.

|                                                                         |                                                                                                                                                                                         |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| Estimated Cost                                                          | <b>₹ 1,70,00,000/- (Including GST)</b>                                                                                                                                                  |
| EMD Amount                                                              | <b>₹ 3,40,000/-</b>                                                                                                                                                                     |
| Time for Completion of Supply after Placing the Purchase Order          | One Month                                                                                                                                                                               |
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| Date of Opening Technical Bid                                           | <b>20-08-2026, 03:00 PM</b>                                                                                                                                                             |
| Contact Details of Buyer                                                | Dr. Sachin S Nadh, Medical Officer;<br>Health Care Centre, NITK Surathkal<br>Phone: +91-824-2473070<br>email id: <a href="mailto:hcc@nitk.edu.in">hcc@nitk.edu.in</a> / rmo@nitk.edu.in |
| Purchase Officer Name and Contact Details (Related to Purchase Inquiry) | Sri. Umesh K. Rane, Asst. Registrar (Purchase)<br>Phone: +91-824-2474025 Email: <a href="mailto:ar.purchase@nitk.edu.in">ar.purchase@nitk.edu.in</a>                                    |

**Sd/-  
HOD  
Seal & Signature**

## **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 submit their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at the following URL: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enrol 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 Enrolment**” 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 addresses 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 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) Bidders 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 documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- 3) Bidders, 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 the black and white option which helps in reducing the 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 the “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 the bid submission process.

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

## **SUBMISSION OF BIDS**

1. Bidders 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. Bidders will be responsible for any delay due to other issues.
2. Bidders have to digitally sign & upload the required bid documents one by one as indicated in the tender document.
3. Bidders have to select the payment option as “Online” to Pay the Tender Fee / EMD as applicable and enter details of the instrument.
4. Bidders are required to submit their financial bids in the format provided only & 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 the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, then 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, the 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 & bid summary will be displayed with the bid no. and date & time of submission of the bid with all other relevant details.

9. The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment 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 from 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 therein 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 1B: INSTRUCTION TO BIDDER (ITB)**

1. **The bid should be submitted in Two Covers System-Technical Bid and Financial Bid** through <https://eprocure.gov.in/>
2. **Technical Bid: Documents related to the Technical Bid** should be submitted in PDF format through the E-Tendering portal <https://eprocure.gov.in/>.
3. **The Technical Bid should contain the following documents:**
  - A. Compliance statement of specifications as per **Annexure - 'A'**.
  - B. The requisite Work Experience Certificate and copy of valid License for various categories of drugs/medicines issued by the Drugs Control Department, under the provisions of Drugs & Cosmetics Act, 1940 and the Drugs & Cosmetics Rules, 1945 and any other Act for time being in force.
  - C. License certificate for manufacture /supply of the items & Factory license
  - D. Agreements / Purchase Orders / Completion Certificates if any, for similar items from other Universities, Institutes, and Government Department / Undertakings / Public Sectors the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid with contact details of persons as per **Annexure 'B'**.
  - E. List of Owner/partners of the firm and their contact numbers (Bidder Information)
  - F. Declaration of abandoned or suspended any awarded service & Blacklist Certificate as per **Annexure 'C'**
  - G. Integrity Pact (for procurements above Rs1.0 Crore (Rs10.0 million). **Annexure 'D'**
  - H. Copy of GST certificate & PAN No and ITR for Financial Years: 2022-23, 2023-24 and 2024-25.
  - I. Catalogue of products with detailed product specifications.
  - J. Undertaking that the successful BIDDER agrees to give a Performance Security amounting to ₹7,50,000/- (Rupees Seven Lakh Fifty Thousand) in favour of "The Director, NITK Surathkal".
  - K. Turnover Certificate and Audited Statement of Accounts for Three Financial Years, namely: 2022-23, 2023-24 and 2024-25
  - L. Duly filled in the checklist as per **Annexure 'K'** should be submitted along with the Technical Bid.
  - M. The contract form given in Section 5 needs to be submitted.
  - N. Details of Retail Pharmacy Outlets and Hospital based Pharmacy Outlets

**O.** EMD must be in a form of Bank Guarantee **Annexure ‘J’** (DD/e-Payment mode (through Net Banking). It will be valid for 180 days from the date of opening of the tender. In case of EMD payment made through E-Payment, UTR Number with details should be uploaded. The firm registered with MSME/NSIC as per MSME procurement policy order 2012 will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their tender. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalizing purchase of the said items.

**i)** The EMD will be returned to the BIDDERS(s) whose offer is not accepted by NITK within one month from the date of the placing of the purchase order(s) on the selected BIDDER(s). In the case of the BIDDER(s) whose offer is accepted the EMD will be returned on submission of Performance Security in the form of Bank Guarantee (BG). However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the Bidders.

**ii)** The successful BIDDER, on the award of contract/order, must send the contract/order acceptance in writing, within 15 days of award of contract/order failing which the EMD will be forfeited.

**iii)** The EMD shall be forfeited in case a successful BIDDER fails to furnish the Performance Security.

**iv)** Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission as specified in the tender documents. The details of the BG/DD/FD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

**P.** The bidder must comply with restrictions under rule No 144 (xi) of GFR (General Financial Rules) 2017 and a clause pertaining to Public Procurement Division Order (Public Procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 and 24.07.2020 of Dept of Expenditure (DOE), Ministry of Finance). In this Connection Bidder has to submit Self Certification (as per Annexure G or H), depending on the status of the bidder.

**4. Financial bid:** The bidders should submit their financial bid as per the format given in Section 4 (A standard BoQ format has been provided with the tender document in the form of an Excel sheet) of the Notice Inviting Tender in the online bid through the e-Tendering portal <https://eprocure.gov.in/>. After evaluation of technical bid, the technically successful bidder shall be intimated to witness the opening

of their financial bid along with the 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”.

**5. Bid Evaluation:**

On the due date, the Technical bids will be opened and referred to the Purchase Committee which is duly constituted by the Director, NITK. 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.

**6. Quoting of Price(s):**

The Indian bidder should quote firm prices in the Indian rupee only unless otherwise specified elsewhere in this tender. Prices quoted in any other currency shall not be considered.

7. The incomplete or conditional tender will be rejected.

8. The Institute reserves the right to cancel at any time after acceptance of the tender with a notice. The Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of the supply.

9. **PERFORMANCE SECURITY** (TO BE SUBMITTED BY THE SUCCESSFUL BIDDER ON AWARD OF THE TENDER): Successful bidder shall have to deposit a security money amounting ₹7,50,000/- (Rupees Seven Lakh Fifty Thousand) through RTGS/any other digital transfer mode in the Institute Account. The said security amount shall be refunded to the licensee, without interest, after handing over the vacant possession of the allotted premises to the Institute in good condition by clearing all the dues pertaining to the said outlet premises.

10. **The validity of bids:** The rate quoted should be valid for a minimum of 180 days. No claim for escalation of the rate will be considered after opening the Tender. The bid validity date will start from the last date of bid submission (Including date corrigendum)

11. **Clarification of Tender Document:** Through pre-bid Conference (Under Section 1, clause No. 35).

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

13. The bids shall be written in the English language and any information printed in another language shall be accompanied by an English translation, in which case for the purpose of the interpretation of the bid, the English translation shall govern.

14. The Institute reserves the right of accepting any bid other than the Highest or even rejecting all the bids. The decision of the Purchase Committee is final in all matters of tender and purchase.



**15. Cancellation of Tender:** Notwithstanding anything specified in this tender document, NITK Surathkal in its sole discretion, unconditionally and without having to assign any reasons, reserves the rights:

- a) To accept OR reject the lowest tender or any other tender or all the tenders.
- b) To accept any tender in full or in part.
- c) To reject the tender offer not conforming to the terms of the tender.
- d) To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.

**16. Terms of Payment:**

- a. Payment within 30 days from the date of delivery, installation and acceptance certificate of concerned Department/Section/Purchase Section.
  - b. Payment shall be made by Cheque or such other mode/electronic fund transfer offered by the Bank. NITK, Surathkal will not pay advance payment to the party. Any request for Advance payment will be rejected summarily. In case it is necessary, the advance payment will be paid strictly against Bank Guarantee only.
  - c. Payment will be made by Standard Payment terms and conditions of NITK, Surathkal as per tender document only. Any request for a change in payment terms and conditions will not be accepted.
  - d. If the above conditions are not acceptable then tender will be rejected.
- 17.** The rate quoted by the bidder **shall be firm throughout the contract** period and there shall be no revision of the rates for any reasons whatsoever. It should be clearly understood that any claim for changes will not be entertained in any case once the bids are opened.
- 18. One bid per bidder:** Each bidder shall submit only one bid either by himself or by representing a firm.
- 19. Cost of bid:** The bidder shall bear all costs associated with the preparation and submission of his bid. The Institute in no case shall be responsible or liable for those costs.
- 20.** The bidder shall not make or cause any alteration, erasure, or obliteration to the text of the tender document.
- 21.** The Institute will declare a bidder ineligible, either indefinitely or for a specified period of time, at the sole discretion of the Institute, for the award of contract/ participating in any other tender, if at any time the Institute determines that he has furnished false information/ engaged in corrupt or fraudulent practices.
- 22.** If any overpayment is detected as a result of the post-payment audit, it shall be recovered by the Institute from the Supplier out of his Performance Security.

**23. Determination of Successful Bidder:**

- A. In the Financial Bid, bidders are required to quote as per the section 4 price bid attached.
- B. The financial bid of the eligible bidders (i.e., bidders who fulfil eligibility criteria in the technical part) shall only be opened.
- C. The contract shall be awarded to the bidder whose financial bid score is the highest among all the eligible bidders.
- D. In case the H1 bidder rejects the offer, NITK reserves the right to award the contract to the next higher quoted bidder who matches the discount offered by the H1 bidder.

**24. Price Variation:** The rate quoted by the bidder shall be firm throughout the contract period. No price variation clause applies to this contract.

**25. CANVASSING:**

- a) Canvassing in connection with tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.
- b) Subject to the provisions concerning clarification of Bids, no Bidder shall contact the purchase committee on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded.
- c) Any effort by the Bidder or Bidder's representative however described to influence the purchase committee in any way concerning scrutiny, consideration, evaluation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid and action against the bidder as deemed fit.
- d) The purchase committee will deal with the Bidder on a Principal basis, without involvement in any manner in India or abroad of any agent or consultant or associate or another person howsoever described.

**26. Legal Matter:** All Domestic and International disputes are subject to Mangaluru Jurisdiction only.

**27. Pre-Bid Conference:**

All prospective bidders are requested to kindly submit their queries through E-mail to [hcc@nitk.edu.in](mailto:hcc@nitk.edu.in) / [rmo@nitk.edu.in](mailto:rmo@nitk.edu.in) & cc to [pic.hcc@nitk.edu.in](mailto:pic.hcc@nitk.edu.in) so as to reach the buyer, on or before 5.30 p.m. on 10/08/2026

- a) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend 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 the Buyer as indicated in Invitation to Bid.

- b) 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, 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 the NITK website [www.nitk.ac.in](http://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.
- c) Any Statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is made part of clarification in the proceeding of the Pre-Bid Conference
- d) Only queries formally submitted in advance, will be answered in the pre-bid conference and will become part of the Corrigendum/Amendment.

**28. Relaxation for startups, MSEs, Make in India will be as per GOI norms.**

**29. The estimated price put up in tender is inclusive of all.**

**30. Abnormally quoted low bid will be liable for rejection as per the OM No.F.12/17/2019-PPD of Department of Expenditure, Ministry of Finance dated 6<sup>th</sup> February 2020.**

#### **eREVERSE (FORWARD) AUCTION INSTRUCTIONS FOR BIDDERS**

1. Tender Cum Auction is a combination of Tender Followed by Auction (Reverse/Forward Auction). It is also called as eRA. 2.0
2. In eRA, Tendering process will be followed as per 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 the Auction.
3. 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. 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), the procuring entity will create Reverse (Forward) Auction and publish the same.

5. 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. 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 the My Auctions button given in the left side of the page, to view the Auction details for which the Techno- Commercially qualified.
  - 6.3 For participating in Live Auction,
    - Click on Live Auction Button.
    - Click on the View button to participate in an interesting Auction.
    - There is a List of qualified Lots in which Bidders can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
    - On clicking Hammer Icon, the system will show the Start price, Decremental (or incremental) price and Current price against the lot. Current Price appears as Blank in case no bidder offers a price.
    - Enter Price in 'My Auction Price' in multiples of decremental (incremental) value 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. 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 registered email, 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 the Reverse (Forward) process. However, in case of the 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 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 the 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 view the following on their screen along with 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 values: - 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 & 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 the 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 participating bidders in Reverse (Forward) will see the L1(H1) price in the auction and further processing will be done by the 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 may be 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 the bidder will be considered as a valid price at any point of time during the auction.
- 7.20** If a bidder does not submit a 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 the process would continue from that point onwards.
- 8.** Post auction procedure: The Tender Inviting Authority will proceed with the Lowest (Highest) Bid in the Reverse (Forward) Auction for further processing.
- 9.** 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.** 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. Bidding Currency/Unit of Measurement:** Bidding will be conducted in Indian Rupees as indicated in the tender.
- 12. 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. 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 the bidder shall be bound to execute as mentioned above at the bidder's final bid price. Should the bidder back out & not execute the contract as per the rates quoted, action shall be initiated as per the tender terms and conditions.**
- 14. The Tender Inviting Authority decision on award of contract shall be final and binding on all the Bidders.**
- 15. 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. The Tender Inviting Authority reserves the right to suspend or pause the reverse auction, if required. In such cases, as per discretion of the Tender Inviting Authority, auction may be reopened.**
- 17. 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 the Tender Inviting Authority shall be binding on the bidders.**
- 18. 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. Other terms and conditions shall be as per tender.**

20. 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 the banning procedure of the organisation.
21. Tender price bid (s) means the price bid (s) received during tendering for the items/work/services.
22. Auction closing price bid means the lowest (highest) online price bid received after the completion of Reverse (Forward) Auction.
23. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
24. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
25. No deviation to the technical and commercial terms & conditions are allowed.
26. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
27. The buyer reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.



## **SECTION 2: SCOPE OF WORK**

1. The Pharmacy will stock the drugs and medicines of well reputed companies according to the lists provided by the Medical Officer In-charge, Health Care Centre, NITK Surathkal once the contract is awarded. Cold Storage wherever necessary will have to be arranged by the successful bidder. No new medicines should be stocked without the permission of the Institute Health Care Centre. Adverse drug reporting must be done if there are adverse drug reactions for a particular batch.
2. The pharmacy shall make the necessary arrangement to supply all types of medicines- generic and branded Allopathy, Ayurveda and Homoeopathy medicines prescribed by the Institute Medical Officers/ authorized Visiting Consultants to the beneficiaries, including provision of all materials (as per **Annexure 'L'**), medical and dental devices/equipment etc. as and when required.
3. The authorized outsourced pharmacy should make stock of the indented items within 24 hours of the indent. This will also include the cost of transportation, cost of materials and labor etc. The licensee shall make his own arrangement for safe storage of medicines/medical devices/equipment etc.
4. The Pharmacy should maintain a stock of vaccines included in the latest National Immunization Schedule (NIS) for infants, children and pregnant women.
5. The successful bidder shall obtain the required licenses, certificates etc. from the Drugs control department or authorized department, at his/her own cost for establishing the outsourced pharmacy.
6. The successful bidder shall procure at his/her own cost, the necessary electrical appliances (refrigerators), racks etc., for storage of medicines, vaccines, injections etc., as per the standards of storage norms.
7. The Pharmacy will have to issue the medicines to the patients as per prescription and to the Health Care Centre on requisition only. Pharmacy will be advised to give the medicines to the patients in cut strips STRICTLY as per prescriptions.
8. Advertisement in any form of any product in Pharmacy or other products is not permitted. The successful bidder should prominently display the applicable discounts for all such items.
9. The Medicines to be supplied will be based on the prescription issued by the Medical Officers/authorized visiting consultants of NITK Surathkal.
10. No substitute medicine other than the prescribed medicine of any kind will be supplied to the beneficiaries except with proper authorization from Medical Officers/authorized visiting consultants of NITK Surathkal.
11. The Pharmacy will have to stock the inventory having at least 2/3rd of the shelf life.

12. An adequate number of pharmacists, depending on the requirement, must be provided by the approved Pharmacy/firm. If any deficiency is found, NITK Surathkal reserves the right to cancel the Pharmacy/firm contract without any notice. However, the pharmacist should be available on phone other than working hours during the time of emergency.
13. The Pharmacy will be established in the Health Care Centre, NITK Surathkal campus and its services will be utilized by the institute
14. The Outsourced Pharmacy will be operating as per the instructions and completely monitored by the Institute Medical Officers 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:

|                                                              |
|--------------------------------------------------------------|
| All days- 08:45 am to 01:00 pm and from 02:00 pm to 06:00 pm |
|--------------------------------------------------------------|

15. In addition to the OPD timings, the pharmacy shall remain open 24 hours, 7 days a week.
16. Expenditure on establishment of shop, broadband Internet connectivity, telephone etc. shall be borne by the Pharmacy. The Institute will provide electricity on a payment basis as per applicable rates of the Institute.
17. NITK Surathkal will not provide any manpower. The Pharmacy/firm should engage qualified & good conduct pharmacists with a diploma / degree from a government recognized Institute (Recognized by Pharmacy Council of India). Pharmacists should be trained in dealing with patients.
18. 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.
19. The Pharmacy should have all mandatory licenses required to stock and dispense the medicines.
20. The Pharmacy/firm shall arrange and will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening Pharmacy/firm / pharmacy shop in the allotted space within one month.
21. The medicines for HCC consumption should be supplied as per the mentioned & approved brands as prescribed by the Medical Officers, NITK Surathkal.
22. The pharmacy/firm shall make arrangements for systematic distribution of medicines to the patients.
23. Pharmacy/firm should maintain inventory & billing software for keeping records of all medicines at Institute Health Centre, NITK Surathkal. No charges will be payable from the Institute for purchase and maintenance of Inventory & billing software.

24. The pharmacy/firm shall present the bill together with prescriptions to the Medical Officer, Health Care Centre for the dispensing made during each month within 10 days of closing of each respective month. The bill should clearly indicate the details of the dispensing made each day, such as the name of the item, name of the manufacturer, batch number, date of manufacture and expiry, name of the patient, prescription slip number with date, discount as per contract etc., and any other information required by NITK Surathkal Authority
25. Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained
26. It is to be ensured that sufficient stock of all medicines is maintained at all times. In case of unavailability of certain medicines, the prescribed medicines/drugs should be made available at the pharmacy within 24 hours of the presentation of prescription. Supply delayed by more than this time of any medicine without proper justification will attract appropriate penalty, which would be levied by the institute at its discretion.
27. The pharmacy shall not issue a non-availability certificate for supply of medicines. However, in exceptional cases, it is accepted with the prior approval of the Medical Officer In-charge.
28. The appointed Pharmacy or representative will, as & when required, attend Health Care Committee meetings.
29. The Pharmacy should have its own approved letter pad, rubber stamp, seal etc.
30. Quality Testing:
- a. The State Drug Control Authority or any other Officials/Agency authorized by Drug Control Authority or by the Institute have every right to visit the outlet setup by the Agency within health facilities and collect random samples for testing and conduct inspection on quality storage as per the provisions of Drugs & Cosmetic Act, 1940 and under other relevant laws in force.
  - b. If, as per the test result, the sample is declared to be “Not of Standard Quality” or spurious or adulterated or mis-branded as per Drugs & Cosmetic Act, 1940, such batch/batches will be deemed to be rejected goods and to be removed immediately by the Agency from the outlet.
  - c. The Agency shall be penalized for each such finding which fails to meet the quality standard as per the test conducted by the Drug Controlling Authority or by the Institute through a NABL accredited laboratory drawing a random sample. The penalty shall be levied @ 2% of the total payment for that month due to the outlet (where such failure was detected) for each failure. (For example, in a month two such instances of failure found by the authority, then 4% of penalty shall be deducted from the monthly payment due to that outlet.)
31. Price offer from Bidder: The Bidder shall offer the maximum uniform discount on M.R.P. i.e. Maximum Retail price which is printed on the packings / flaps/ bottles. In case there is any anomaly between the uniform discount quoted in figures and words then the highest discount mentioned either in words or in figures will be considered for bid evaluation. The contractor will be paid on M.R.P. less discount. No extra amount towards GST or any other levy/tax will be paid which has to be borne by the contractor. Tampering on the printed M.R.P of the manufacturer by the local pharmacy/ chemist by using stickers or any other means will not be accepted.

### **SECTION 3: TERMS AND CONDITIONS**

1. A list of medicines to be stocked will be provided by the Institute Health Care Centre, NITK Surathkal once the contract is signed.
2. The successful bidder must ensure that the drugs dispensed are of GMP/WHO-GMP certified quality and BIS/ISO/CE/USFDA in case of consumables, surgical and sutures. However, in the case of generic drugs, only WHO GMP-certified quality is a must. The successful bidder must adopt a strict quality control mechanism to ensure no medicine of “Not of Standard Quality” is dispensed through their outlet. The Agency shall ensure the provision and sale of quality products, medicines, consumables, surgical, chemicals, reagents, etc., and in no case the items as above which are spurious, soiled, damaged, postdated, and expired, would be stocked, sold, or supplied by the successful bidder. Breach of these conditions will entail immediate suspension and cancellation of the contract. The products shall conform to the rules and laws of the Government regarding their sale. There should not be any spurious or misbranded drugs in the pharmacy store.
3. NITK Surathkal reserves the right to reject or accept the Bid.
4. The successful bidder will be awarded the contract **for One year from the date of the work order.** Based on satisfactory performance, the contract may be extended to such further period(s) on mutually agreed terms and conditions and in any case not exceeding 3 (three) years from the date of the work order.
5. Annual consumption may vary as per the requirement of the Institute.
6. The contractor/agency shall not sublet the pharmacy service.
7. 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.
8. The Institute shall provide minimum basic amenities such as furniture, electrical appliances (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.
9. The licensee shall not store empty packing cases or baskets or any goods or any other material in the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. The licensee shall not make any addition or alteration in or around the premises without the written consent of the Institute.
10. Biomedical medical waste management has to be properly maintained as per the Government guidelines/norms.

11. The possession of the premises (Pharmacy Outlet) granted to the Pharmacy shall continue with NITK Surathkal and the license shall be given only to stock / dispense the medicines/ drugs.
12. No advance payment shall be made to the successful bidder, by NITK Surathkal in any form or under any circumstances.
13. Nominal License fee of ₹ 100/- per square feet per month for the Pharmacy Outlet, Water Charges at a flat Rate of ₹ 100/- per month and GST extra as applicable, and for electricity as per consumption will be charged. The total amount of rent and the total utility charges plus GST should be paid to NITK Surathkal by 10th of every month by the Outsourced Pharmacy. Failure to pay the rent and total utility charges will attract an interest of 18% p.m. Note: There would be an annual increase of 10% on Rent and utility charges.
14. 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.
15. If the quality of medicines/consumables/pathological kits products and services provided is not found satisfactory, NITK Surathkal reserves the right to cancel or amend the contract.
16. Under any circumstance, reused/recycled and re-circulated medicines shall not be dispensed by the Pharmacy.
17. The contractor shall be liable for any wrong dispensing of the medicine / dispensing of substitute medicine even though the same is overlooked by the pharmacist deployed for the purpose.
18. Only qualified pharmacists shall dispense the medicines/drugs at the Pharmacy outlet of the Institute. The contractor has to submit the details of qualifications of persons / employees to be engaged by him in his pharmacy. Only the persons/employees approved by the Medical Officer in charge of the Health Care Centre may be engaged in the pharmacy. They should be covered under medical insurance in accordance with the Rules of Shops & Establishments Act. All staff should be paid in accordance with the Minimum Wages Act.
19. 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.
20. The contractor/agency shall provide the copies of the engagement/ deployment letter issued to the personnel so deployed by them to this office. It will also provide a list of all personnel deployed with attested copies of proof of permanent and present address, phone numbers etc., and their photographs.
21. The Outsourced 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.
22. 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 thereof 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 to the Director, NITK Surathkal.

23. 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.
24. 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.
25. The licensee shall ensure that no product shall be sold from the premises, which is prohibited to be sold within the premises of an educational Institute, as per the provisions of Cigarette and Other Tobacco Products (Prohibition of Adv. and Regulation of Trade &Commerce, Production, Supply and Distribution) Act, 2003.
26. 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 immovable 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.
27. The Licensee is expected to adhere to the mandatory rules stipulated by the State/Central Government enforced 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.
28. Violation of any of the terms and conditions stipulated above amounts to breach of contract in which case NITK Surathkal may take any appropriate action including imposing of penalty, forfeiture of security deposit or cancellation of the contract with a three (3) months' notice period.
29. **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:
  - If the bidder fails to provide any or all of the services within the period(s) specified in the contract
  - If the bidder fails to perform any other obligation(s) under the Contract.
  - 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.
30. The bidder will be construed and shall be governed by the laws applicable for running a pharmaceutical store and the contractor shall be required to comply with such laws with regard to performance of the contract including safety and security. The bidder shall ensure the payment of wages

to his staff on time and provide them with a photo identity card to be exhibited while in the premises of NITK Surathkal. The bidder will be covered under all statutes including the Labour Laws.

**31.** The successful bidder will abide by all the Terms & Conditions.

#### ELIGIBILITY CRITERIA

1. Bidder should be a sole entity registered under relevant law in India. (Consortium/ Joint Ventures bidders not allowed).
2. The bidder (Chemist/Firm/Company) must have experience of running similar outlet(s) as stated in the 'Scope of Work' for not less than the last THREE consecutive years in a Government/Semi Government/Autonomous body/any reputed organization etc. Interested bidders may apply along with sufficient proof of experience/ability to run the pharmacy.
3. The bidder should have a minimum Annual Turnover of Rs 2 Crores for financial years 2022-23, 2023-24 & 2024-25\* (\*If financial documents submitted are unaudited then a certificate evidencing the same should be provided by an authorized Chartered Accountant/ Company Secretary. Upon completion of the audit, the same must be submitted to this office).
4. The bidder should have a minimum of 5 pharmacy outlets presently operational in India and out of these outlets, at least, 02 should be as hospital-based pharmacy (A pharmacy outlet integrated with the hospital operations and the pharmacy should have an MOU/agreement with that hospital). Franchisee outlets in bidder's brand name shall be considered.
5. Consortium or joint ventures are not allowed to bid.
6. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not having its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be subject of legal proceedings for any of the foregoing reasons.
7. The bidder must have a PAN Number and GST/GSTIN number etc. The bidder whom the contract is finally awarded shall have a GST number for such outlet/outlet in question as well, if the related law so requires.
8. Bidder should not have been blacklisted or otherwise disqualified pursuant to any proceedings by any Central or State Government or Autonomous Body or Public Sector Undertakings in India and which is for the time being in force.
9. The bidder must hold a valid drug License as on the last date of submission of bid. The successful bidder shall have to apply and obtain a valid drug license from the appropriate Govt. Agency/Authority (from the Drugs Control Department, under the provisions of the Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945) for operating the proposed pharmacy at the Health Care Centre NITK Surathkal. Besides, the successful bidder shall also be required to have/obtain all other licenses/registrations as may be necessary from time to time under various laws/enactments.

10. The bidder must not have been convicted by any Drugs Control Authority and no case should be pending under the Drugs and Cosmetics Act and Rules. An affidavit should be submitted to this effect that no case is pending against the bidder under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time.
11. Any bidder who is already into any kind of litigation with the Institute shall be barred from participating in this tender process. Employees and students' relatives are barred from submitting the bids.

#### **DOCUMENTS TO SUBSTANTIATE ELIGIBILITY:**

Bidders are required to submit following documents in support of the eligibility as part of a technical bid. They shall submit the financial bid separately and that shall be opened only in case of the eligible/qualified bidders.

| <b>Sl. No</b> | <b>Eligibility Criteria</b>                                                                                                           | <b>Documents Required</b>                                                                                                                                                                                                                                                                                                                                           |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>(a)</b>    | Bidder should be a sole (or single) entity registered under relevant law in India.                                                    | Any one of the following: (a) Self-attested copy of the Certificate of incorporation. (b) Self-attested copy of the Certificate Registration. (c) Self-attested copy of the Partnership Deed.                                                                                                                                                                       |
| <b>(b)</b>    | Minimum 03 years of work experience in centrally funded institutes/PSUs/R and D institutes                                            | Satisfactory Work Performance Certificate issued by respective organizations                                                                                                                                                                                                                                                                                        |
| <b>(c)</b>    | Average Annual Turnover (Financial Years: 2022-23, 2023-24 and 2024-25) of Rs 2 Crores or above                                       | (a) Turnover Certificate by Chartered Accountant ( <b>Annexure-'M'</b> ). (b) Copies of the Audited Statement of Accounts for financial years: 2022-23, 2023-24 and 2024-25.                                                                                                                                                                                        |
| <b>(d)</b>    | Minimum Retail Chemists Outlets of 05 presently operational in India. Out of which at least 02 should be in hospitals-based pharmacy. | A declaration by the bidder in a non-judicial stamp paper along with details of the outlets presently operational in India including their location, license number/s, licensee, issuing authority and period of validity ( <b>Annexure-'N'</b> ) along with the MOU/Agreement copy with regard to hospital-based pharmacy (financial arrangement could be masked). |



**SECTION 4 - PRICE BID**  
**[To be used by the bidder for submission of the bid]**

| Sl. No. | Particulars                                                                                                                                                                                                 | Maximum uniform discount (%) offered on M.R.P. |                            |                               |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------|-------------------------------|
|         |                                                                                                                                                                                                             | Branded Medicines<br>50 marks                  | Surgical Items<br>30 marks | Generic Medicines<br>20 marks |
|         |                                                                                                                                                                                                             | (A)                                            | (B)                        | (C)                           |
| 1       | Operating In-house Pharmacy Outlet at the Health Care Centre of NITK Surathkal for the supply of pharmaceutical medicines of standard companies on a credit basis to the students & employees of Institute. |                                                |                            |                               |

**Table 02**

**Note:** The scores against the items mentioned in the Table 02 will be calculated as below:

**Minimum Assured Percentage (%) of Discount on MRP:**

| Sl. No. | Discount Range of Branded Medicines and Surgical Items | Marks in % |
|---------|--------------------------------------------------------|------------|
| (a)     | Minimum 10 to 12                                       | 50         |
| (b)     | More than 12 to 14                                     | 55         |
| (c)     | More than 14 to 16                                     | 60         |
| (d)     | More than 16 to 18                                     | 65         |
| (e)     | More than 18 to 20                                     | 75         |
| (f)     | More than 20                                           | *          |

**\*For every additional one percent of discount, additional 5 percent marks will be awarded**

| Sl. No. | Discount Range for Generic Medicines | Marks in % |
|---------|--------------------------------------|------------|
| (a)     | Minimum 30 to 32                     | 50         |
| (b)     | More than 32 to 34                   | 55         |
| (c)     | More than 34 to 36                   | 60         |
| (d)     | More than 36 to 38                   | 65         |
| (e)     | More than 38 to 40                   | 75         |
| (f)     | More than 40                         | **         |

**\*\*For every additional one percent of discount, additional 5 percent marks will be awarded**

**Note:**

1. Bidders quoting less than 10% discount for branded medicines/surgical items and/or 30% discount for generic medicines will be disqualified
2. The discount percentage should be applicable throughout the contract period.
3. The maximum score, as mentioned in the above table, will be considered to evaluate the Financial Bid.
4. The bidder quoting the highest score will be ranked as H1, and the contract order will be placed accordingly.
5. In case of a tie, the bidder quoting a higher discount for branded medicines (A) will be considered as H1, and if there is still a tie, the highest discount offered by the bidder concerned on surgical items (B) will be considered as H1 bidder. If there is still a tie, the highest discount offered by the bidder concerned on generic medicines (C) will be considered as H1 bidder.

### Illustration for Marks Awarded in Financial Bid

#### Assumption:

Three technically qualified bidders (X, Y, Z) have quoted the following **uniform discounts on MRP**.

| Category              | Weightage        |
|-----------------------|------------------|
| Branded Medicines (A) | 50 marks         |
| Surgical Items (B)    | 30 marks         |
| Generic Medicines (C) | 20 marks         |
| <b>Total</b>          | <b>100 marks</b> |

#### Let's consider the Discounts Quoted by Bidders

| Bidder | Branded Medicines (A) | Surgical Items (B) | Generic Medicines (C) |
|--------|-----------------------|--------------------|-----------------------|
| X      | 18%                   | 16%                | 38%                   |
| Y      | 21%                   | 19%                | 41%                   |
| Z      | 20%                   | 18%                | 40%                   |

(All bidders meet minimum eligibility →  $\geq 10\%$  for A/B and  $\geq 30\%$  for C)

#### Step-1: Marks for Branded Medicines (A) – 50 Marks

As per table:

- 18% → Range (d): 65% marks
- 20% → Range (e): 75% marks
- 21% →  $>20\% \rightarrow 75\% + 5\% = 80\%$  marks

| Bidder | Discount | % Marks | Score ( $50 \times \%$ ) |
|--------|----------|---------|--------------------------|
| X      | 18%      | 65%     | 32.50                    |

| Bidder | Discount | % Marks | Score (50 × %) |
|--------|----------|---------|----------------|
| Y      | 21%      | 80%     | 40.00          |
| Z      | 20%      | 75%     | 37.50          |

### Step-2: Marks for Surgical Items (B) – 30 Marks

Same slab applies as Branded Medicines.

| Bidder | Discount  | % Marks | Score (30 × %) |
|--------|-----------|---------|----------------|
| X      | 16% → 60% | 60%     | 18.00          |
| Y      | 19% → 75% | 75%     | 22.50          |
| Z      | 18% → 65% | 65%     | 19.50          |

### Step-3: Marks for Generic Medicines (C) – 20 Marks

As per Generic slab:

- 38% → 65%
- 40% → 75%
- 41% → 75% + 5% = 80%

| Bidder | Discount | % Marks | Score (20 × %) |
|--------|----------|---------|----------------|
| X      | 38%      | 65%     | 13.00          |
| Y      | 41%      | 80%     | 16.00          |
| Z      | 40%      | 75%     | 15.00          |

**Step-4: Total Financial Score**

| Bidder | A (50) | B (30) | C (20) | Total (100) | Rank                                   |
|--------|--------|--------|--------|-------------|----------------------------------------|
| X      | 32.50  | 18.00  | 13.00  | 63.50       | H3                                     |
| Y      | 40.00  | 22.50  | 16.00  | 78.50       | H1 <input checked="" type="checkbox"/> |
| Z      | 37.50  | 19.50  | 15.00  | 72.00       | H2                                     |

In the above illustration the Bidder Y has secured the highest financial score (78.50/100), hence, Bidder Y is ranked H1 and Contract is awarded to Bidder Y

**FINALISATION FOR AWARD OF THE TENDER:**

Contract will be awarded to the bidder who gets highest financial bid score and has qualified/shortlisted in the technical evaluation

### **SECTION 5: 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, Ayurveda & Homeopathy 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 &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 times.
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/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 detail 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.: 002/NITK/OS-PH/2024-25/A10, dated:17-01-2025 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 solemnly confirm that the facts stated above are true and nothing has been concealed.

SIGNATURE OF BIDDER

NAME :

DESIGNATION

ADDRESS :

DATE:

**Compliance Statement of Specifications****Annexure – ‘A’**

| <b>Sl. No.</b> | <b>Name of medicine/item of tender inquiry</b> | <b>Specifications of the quoted medicine/item</b> | <b>Compliance- Whether YES or NO</b> | <b>Deviations if any to be indicated in unambiguous terms</b> |
|----------------|------------------------------------------------|---------------------------------------------------|--------------------------------------|---------------------------------------------------------------|
|                |                                                |                                                   |                                      |                                                               |
|                |                                                |                                                   |                                      |                                                               |
|                |                                                |                                                   |                                      |                                                               |
|                |                                                |                                                   |                                      |                                                               |
|                |                                                |                                                   |                                      |                                                               |
|                |                                                |                                                   |                                      |                                                               |
|                |                                                |                                                   |                                      |                                                               |
|                |                                                |                                                   |                                      |                                                               |
|                |                                                |                                                   |                                      |                                                               |
|                |                                                |                                                   |                                      |                                                               |

**(Add more rows if required)****Signature and Seal of the Bidder**



**EXPERIENCE OF SIMILAR WORKS OF TENDERER AS PRINCIPAL CONTRACTOR**  
**Annexure – ‘B’**

| 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                                                                     |        |        |        |        |
|         | Allopathy, Ayurveda & Homeopathy 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:**

**Chartered Accountant's Signature**

**Name & Seal**

**Tel. No**

**Date:**

**FORMAT OF DECLARATION**  
**(To be submitted on Letterhead)**

I/We Mr./Ms. \_\_\_\_\_, S/o/ of Mr. \_\_\_\_\_ aged about \_\_\_\_\_ years, resident of \_\_\_\_\_, working as ----- (designation) for ----- (name and address of the bidding agency).

I solemnly affirm and the state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this declaration.
2. That the firm M/s---- (complete address of the firm) has not abandoned or suspended any contract work of any organization/ department so far/ during the previous five financial years.
3. That the firm M/s---- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders by any organization/ department so far/ during the previous five financial years.
4. I solemnly confirm that the facts stated above are true and nothing has been concealed.

**Seal and Signature of Bidder**

**INTEGRITY PACT AGREEMENT**

***(To be signed by the bidder/same signatory authorized to sign the relevant contract)***

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 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 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**

**Registrar i/c, for NITK Surathkal**

## **Article 1: Commitment of NITK Surathkal**

- i. **NITK Surathkal** commits to take necessary measures to prevent corruption/observes 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 employees which is a criminal offense 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(s) him/herself to take measures necessary to prevent corruption. He/she 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 i/c, 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 addresses of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses 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 wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce a public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to a 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 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 i/c, 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 the 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 a 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 EMD/Performance Guarantee/Security Deposit:** If NITK Surathkal has disqualified the Bidder(s) from the tender process before 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 Earnest Money Deposit, Performance Security of the Bidders/Contractor.
- 3) **Criminal Liability:** If NITK Surathkal obtains knowledge of the 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 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/Vendor 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 these 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 partners 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 with their original intentions.
- 5) It is agreed on terms and conditions 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 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 the 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:**



**Format for Bank Account details of the Bidder**

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

Bank Account details:

|                                         |  |
|-----------------------------------------|--|
| Bank name                               |  |
| Branch name                             |  |
| MICR number                             |  |
| Account type                            |  |
| Account Number                          |  |
| Please re-type the 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 the 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.

**FORMAT FOR PERFORMANCE GUARANTEE BOND**  
**(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Five Hundred)**

To,  
Director,  
National Institute of Technology Karnataka,  
Srinivasnagar P.O., Surathkal  
Mangaluru – 575025

Whereas..... (name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no ..... date..... to supply ..... (description of goods and Works/ Services) (hereinafter called “the contract”).

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from a contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

.....

Seal, Name & Address of the Bank and Address of the Branch

\*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

**(Compliance to be submitted in the bidder's letterhead)  
(as applicable)**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

|                     |  |
|---------------------|--|
| <b>Item Name:</b>   |  |
| <b>Enquiry No.:</b> |  |

We M/s. \_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to the Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country that shares a land border with India.

We hereby certify that **we are not from such a country** and eligible to be considered for this tender.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead to commercial rejection of their bids by NITK)

For and Behalf of \_\_\_\_\_ (Name of the Bidder)

(Signature, Date & Seal of an Authorized Representative of the Bidder)

**(Compliance to be submitted in the bidder's letterhead)**  
**(as applicable)**

**Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017**

|                     |  |
|---------------------|--|
| <b>Item Name:</b>   |  |
| <b>Enquiry No.:</b> |  |

We M/s. \_\_\_\_\_ (name of the bidder company) have read the clauses pertaining to the Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1,2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India.

**We are from such a country** which shares a land border with India & have been registered with the Competent Authority as specified in the above-said order. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

**Evidence of valid registration by the Competent Authority is attached.**

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead to commercial rejection of their bids by NITK)

For and Behalf of \_\_\_\_\_ (Name of the Bidder)

(Signature, Date & Seal of an Authorized Representative of the Bidder)

**FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND**

**(To be typed on Non-judicial stamp paper of value Indian Rupees Five Hundred)**

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

**LETTER OF GUARANTEE**

To  
Director,  
National Institute of Technology Karnataka,  
Srinivasnagar P.O., Surathkal  
Mangaluru – 575025

IN ACCORDANCE WITH YOUR TENDER for the supply of ....., M/s..... (hereinafter called the “Bidder”) having its Registered Office at ....., wish to participate in the said bid for the supply.....as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. .... (Rupees.....) valid up to **(180 days from the date of issue of Bank Guarantee)**, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Intent/Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

**During the validity of this Bank Guarantee:**

We, .....(Bank name) having the registered office at.....guarantee and undertake to pay immediately on first demand by NITK Surathkal, an amount of Rs..... (Rupees. ....) without any reservation, protest, demur and recourse. Any such demand made by NITK Surathkal shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to.....(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

**Notwithstanding anything contained herein:**

- \* Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....).
- \* This Bank Guarantee shall be valid up to.....(date).
- \* We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim 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 should 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 the expiry of the bond period

**Checklist for BIDDERS**

BIDDERS are to indicate whether the following documents are uploaded by striking out the non-relevant option and the relevant technical bid documents should be in order.

| <b>Sl. No.</b> | <b>Documents</b>     | <b>Content</b>                                                                                          | <b>Document Attached</b> |
|----------------|----------------------|---------------------------------------------------------------------------------------------------------|--------------------------|
| 1              | <b>Technical Bid</b> | A signed copy of the tender document should be uploaded                                                 | (Yes /No) Pg. No         |
| 2              |                      | Self-Attested copy of GST & PAN Number                                                                  | (Yes /No) Pg. No.        |
| 3              |                      | License certificate for manufacture /supply of the item &Factory license. Registration with EPF and ESI | (Yes /No) Pg. No.        |
| 4              |                      | Undertaking that the successful BIDDER agrees to give a 3% Performance Security.                        | (Yes /No) Pg. No.        |
| 5              |                      | Catalogue of the Product with detailed product specifications.                                          | (Yes /No) Pg. No.        |
| 6              |                      | Copy of the Balance Sheet                                                                               | (Yes /No) Pg. No.        |
| 7              |                      | List of Owner/partners of the firm and their contact numbers (Bidder Information)                       | (Yes /No) Pg. No.        |
| 8              |                      | SECTION 5: DECLARATION OF BIDDER                                                                        | (Yes /No) Pg. No.        |
| 9              |                      | Format of compliance statement of specification as per <b><u>Annexure-‘A’</u></b>                       | (Yes /No) Pg. No.        |
| 10             |                      | EXPERIENCE OF SIMILAR WORKS OF TENDERER AS PRINCIPAL CONTRACTOR <b><u>Annexure-‘B’</u></b>              | (Yes /No) Pg. No.        |
| 11             |                      | Declaration of abandoned or suspended any awarded service & Blacklist Certificate. <b>Annexure ‘C’</b>  | (Yes /No) Pg. No.        |
| 12             |                      | Integrity Pact. <b><u>Annexure ‘D’</u></b>                                                              | (Yes /No) Pg. No.        |
| 13             |                      | Bank details of the bidder. <b><u>Annexure ‘E’</u></b>                                                  | (Yes /No) Pg. No.        |
| 14             |                      | EMD FORMAT <b><u>Annexure ‘J’</u></b>                                                                   | (Yes /No) Pg. No.        |
| 15             |                      | Document as per specification (if any)                                                                  | (Yes /No) Pg. No.        |
| 16             |                      | Annexure – ‘G’                                                                                          | (Yes /No) Pg. No.        |
| 17             |                      | Annexure – ‘H’                                                                                          | (Yes /No) Pg. No.        |
| 18             |                      | Annexure – ‘I’                                                                                          | (Yes /No) Pg. No.        |
| 1              | <b>Financial-Bid</b> | Price Bid                                                                                               | ( Yes /No )              |

**Seal and Signature of the Bidder**

**ANNEXURE: LIST OF MEDICAL MATERIALS & CONSUMABLES TO BE STOCKED IN THE PHARMACY**

The agency shall supply only products from reputed manufacturers of quality as detailed below:

| SI No | Product                                                               | Quality Certification Requirement                                   |
|-------|-----------------------------------------------------------------------|---------------------------------------------------------------------|
| 1     | Medicines                                                             | WHO-GMP / cGMP                                                      |
| 2     | Surgical/Medical /Dental equipment/devices and other medical supplies | GMP<br>ISO 9001: 2015/ISO 9001: 2008 and ISO 13485 and CE/USFDA/BIS |
| 2     | Chemicals and Reagents                                                | ISO 9001: 2015/ISO 9001: 2008                                       |

**Disposables & Consumables**

Examination Gloves (Latex/Nitrile, S/M/L)

Surgical Sterile Gloves

Disposable Face Masks (3-ply)

N95 Respirators

Disposable Aprons & Gowns

Disposable Caps

Shoe Covers

Alcohol Swabs

Surgical Spirit (70% IPA)

Cotton Rolls (various sizes)

Sterile Cotton Pads

Sterile Gauze Pads

Non-sterile Gauze Rolls

Gamjee Rolls

Bandages (Roller bandages – 5 cm, 7.5 cm, 10 cm, 15 cm)

Crepe Bandages – all sizes

Plaster of Paris (POP) Bandages

Elastic Adhesive Bandages

Micropore Paper Tape

Surgical Adhesive Tape (Zinc oxide)

Transparent Dressings (Tegaderm)

Abdominal Pads

Eye Pads

Triangular Bandage

Sterile Dressing Kits

Steri-strips/skin closure strips

Sanitary pads



**Needles, Syringes & IV Materials**

Disposable Syringes (1, 2, 3, 5, 10, 20 ml)  
Insulin Syringes  
Spinal Needles  
IV Cannula (sizes 14G–24G)  
IV Infusion Sets  
Blood Administration Sets  
IV Micro Drip Sets  
IV Fluids (NS, RL, DNS, D5, D25, Mannitol etc.)  
Three-way Stopcocks  
IV Extension Lines  
IV Catheter Fixators  
Disposable Tourniquets

**Wound Care & Minor Procedure Materials**

Betadine Ointment & Solution  
Chlorhexidine Solution  
Hydrogen Peroxide  
Silver Sulfadiazine Cream  
Antiseptic Hand Rub  
Suture Materials (Silk, Nylon, Chromic Catgut, Vicryl – various sizes)  
Disposable Suture Removal Kits  
Surgical Blades (No. 10, 11, 15)  
Blade Handles  
Dressing Scissors  
Minor OT Kit (sterile)  
Disposable Scalpels  
Plasters & Band-aids (various sizes)

**Laboratory Consumables**

Urine Dipsticks  
Glucometer Strips & Lancets  
ESR Tubes  
EDTA Tubes, Clot Activator Tubes  
Vacutainers (all colors)  
Needle Holders  
Cotton swab sticks  
Disposable culture swabs  
Rapid Test Kits (Malaria, Dengue, HIV, HBsAg, HCV—depending on institutional policy)

**Emergency & Life-Saving Consumables**

Oxygen Masks (Adult & Pediatric)  
Nebulizer Kits (adult & pediatric)  
Endotracheal Tubes (various sizes)  
Laryngoscope Blades (disposable)  
Oropharyngeal Airways (Guedel)  
Ambu bag masks  
Defibrillator Pads (adult/pediatric)

**Orthopedic / Splinting Materials**

POP Bandages  
Ortho Casting Tape (Fiber)  
Arm Slings  
Cervical Collars (soft & hard)  
Knee/ Elbow/Ankle Braces/Supports  
Finger Splints  
SAM Splints  
Crêpe Bandages

**Dental Consumables**

Cotton Rolls  
Suction Tips  
Gloves & Masks  
Surgical Spirit  
Articulating Paper  
Topical Anesthetic Spray  
Glass Ionomer Cement (GIC- Type 1 and 2) with mixing pads  
Composite Resin (Light Cure)  
Etchant Gel  
Bonding Agent  
Matrix Bands  
Wedges  
Micro Applicator Tip  
Alginate  
Endodontic Consumables  
Local Anesthetic Cartridges  
Needles for LA  
Fluoride Gel  
Temporary Filling Material  
Gauze Packs

**Reagents & Solutions**

Benedict's solution  
Acetic acid  
Normal saline (small bottles)  
Distilled water (sterile)  
Lab stains (Gram's stain etc., if applicable)

**Vaccination Supplies**

Vaccine Syringes (0.5 ml/1 ml)  
Vaccine carriers and ice packs  
Biohazard bags  
Safety boxes for needle disposal

**Cold Chain Items (if applicable)**

Refrigerator thermometer  
Power backup arrangements (UPS)  
Temperature log sheets

**Bio-medical Waste Management Consumables**

Colour-coded BMW bags (Yellow, Red, Blue, White)

Sharps containers

Sodium hypochlorite (1%, 5%)

Autoclavable bags

**Miscellaneous Essential Items**

Digital Thermometer Covers

Hot Water Bags

Ice Packs

BP Cuff Accessories

Nebulizer Accessories

Surgical Drapes

Bedpans & Urinals (disposable)

Vomit Bags

Eye Wash Solution

ORS Packets

Inhaler Spacers

**Housekeeping & Infection Control Materials**

Surface Disinfectants (Bacillol/1% hypochlorite wipes)

Lysol/Phenol

Autoclave Tape

Mop Heads & Buckets

Hand Sanitizer Dispensers & Refills

Note: This list is not exhaustive. Additional items shall be supplied as and when recommended by the medical officers of HCC, NITK Surathkal.

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**TURNOVER CERTIFICATE**

We have verified the Audited Statement of Accounts and other relevant documents of..... having registered office at ..... pertaining to the financial year 2022-23, 2023-24 and 2024-25. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in Crores)

**Total Turnover**

| <b>Sl. No.</b> | <b>Financial Year</b> | <b>Turnover in (₹) (both in figure and words)</b> |
|----------------|-----------------------|---------------------------------------------------|
| <b>1.</b>      | <b>2022-23</b>        |                                                   |
| <b>2.</b>      | <b>2023-24</b>        |                                                   |
| <b>3.</b>      | <b>2024-25</b>        |                                                   |
|                | <b>Average</b>        |                                                   |

Date:

Place:

Signature of the Auditor / Chartered Accountant

Name:

Firm Registration No:

Seal:

**RETAIL PHARMACY OUTLETS PRESENTLY OPERATIONAL**

**Format for Affidavit**

**(To be submitted on non-judicial stamp paper of minimum ₹100/- duly notarized)**

I/We,..... (Name, address of the bidder or authorised person) do hereby certify and confirm that:

- (a) We (Bidder) have a minimum of 05 (Five) retail pharmacy outlets presently operational in India.
- (b) The details of all retail pharmacy outlets presently run by us and as furnished along with this bid, in the prescribed format are true and correct.
- (c) We will provide original documents including valid drug licenses, as and when sought by the Client for verification, maximum within 3 (three) days of notice.

We further confirm that we are aware that our bid would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the bidding Process or thereafter during the agreement period.

Dated: .....

Name of the Bidder .....

Signature of the Authorized Person .....

Name of the Authorized Person (Seal with designation)

**Format: Details of Retail Pharmacy Outlets**

| S. No | Location Details | Drug License No. | Name of the Licensee | Issuing Authority | Period of Validity |
|-------|------------------|------------------|----------------------|-------------------|--------------------|
| 1     |                  |                  |                      |                   |                    |
| 2     |                  |                  |                      |                   |                    |
| 3     |                  |                  |                      |                   |                    |
| 4     |                  |                  |                      |                   |                    |
| 5     |                  |                  |                      |                   |                    |
| 6     |                  |                  |                      |                   |                    |
| 7     |                  |                  |                      |                   |                    |

**Format: Details of Hospital Based Pharmacy Outlets**

| S. No | Location Details | Drug License No. | Name of the Licensee | Issuing Authority | Period of Validity |
|-------|------------------|------------------|----------------------|-------------------|--------------------|
| 1     |                  |                  |                      |                   |                    |
| 2     |                  |                  |                      |                   |                    |
| 3     |                  |                  |                      |                   |                    |
| 4     |                  |                  |                      |                   |                    |
| 5     |                  |                  |                      |                   |                    |
| 6     |                  |                  |                      |                   |                    |
| 7     |                  |                  |                      |                   |                    |

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