



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

**Rate Contract Tender For
Supply of Chemicals, Reagents and Consumables For
Department of Neurology, NIMHANS**

Tender No. : NIMHANS/2019-20/IND273
Tender Publish Date : 29 April, 2019
Last Date of Online Submission : 29 May, 2019 at 02:00 PM
Technical Bid Opening Date : 30 May, 2019 at 02:00 PM
Financial Bid Opening Date : will be opened post Technical Evaluation



**Tender documents shall be downloaded from
NIMHANS website**

www.nimhans.ac.in/tender

&

Karnataka E Procurement website

<https://eproc.Karnataka.gov.in>

Neurology department contact details:

Ph: +91 - 80 - 2699 5140 / 5141, Email: hodneurologynimhans@gmail.com



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029

ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780

Website <http://www.nimhans.ac.in/tender>

Fax 080-26571563/26564830/2121/6811

E-mail aaos@nimhans.ac.in



PURCHASE SECTION

Index

Sl. No.	Description	Page Nos.
1	Tender particulars	03
2	Instructions for the Tenderer / Contractor / Bidders / Supplier	04-05
3	Annexure I: Technical Bid	06
4	Annexure II: Financial Bid	07
5	General Terms & Conditions	08-13
6	Special Terms & Conditions	14
7	Declaration	15
8	Checklist	16
9	List of Items, Specification & Quantity of pack size	17





NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

01	Particular	Rate Contract Tender for Supply of Consumables, Chemicals and Reagents for Department of Neurology
02	Rate Contract Tender No. (i.e. E procurement Tender No.)	NIMHANS/2019-20/IND273
03	Contract period	One Year and can be continued / renewed for further One Year subject to satisfaction of the National Institute of Mental Health & Neuro Sciences (NIMHANS), Bengaluru
04	Earnest money deposit	₹ 5,000.00/- (Rupees Five Thousand Only) <u>OR</u> 5% of the total value quoted, whichever is higher.
05	Tender documents shall be Downloaded from	www.nimhans.ac.in/tender <u>OR</u> https://eproc.karnataka.gov.in
06	Website for online submission (Note: Only through online mode only & no hard copy submission)	https://eproc.karnataka.gov.in
07	Last date and time for online submission	29 May, 2019 up to 02:00 PM
08	Date and time for Opening Technical Bid	30 May, 2019 @ 02:00 PM
09	Date and time for Opening Financial Bid	The financial bid shall be unlocked in the Purchase Committee Meeting in the presence of the technically qualified suppliers. The date and time shall be decided after technical evaluation and published in NIMHANS website.

National Institute of Mental Health and Neuro Sciences, Bengaluru, Karnataka is an Institute of National Importance being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India invites online tender bids for Supply of Consumables, Chemicals and Reagents on Rate Contract Basis for a period of one year which shall be extendable up to one more year. Tenderer should quote the best offer along with the complete details of specifications, terms and conditions.



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

Instructions for the Tenderer / Contractor / Bidders / Supplier

1. Bids shall be submitted online ONLY at Karnataka E procurement website – <https://eproc.karnataka.gov.in>
2. The complete bidding process is online. Bidders should be in possession of valid digital signature certificate (DSC) for online submission of bids. Prior to bidding, DSC is essentially required to submit the bids online.

Free of cost training of e-bidding process, if required and for any other assistant bidder may contact Karnataka E procurement Helpdesk: +91 - 80 - 2301 0900 / 01, +91 - 80 3801 3000 or Email: hphelpdesk.blr@intarvo.com

3. Tender / Contractor / Bidder / Supplier are advised to follow the instructions provided for the e-submission of the bids online through the Karnataka E procurement website.
4. NIMHANS, Bengaluru will not be able to resolve or bear responsibility for any glitches, inconveniences etc. which may occur or be caused in Karnataka E procurement website.

The tenderer / Contractor / Bidder / Supplier are advised to communicate with Karnataka E procurement only for any queries on submission of any online payment, uploading of bid documents etc. NIMHANS will not be able to resolve or bear responsibility in any such related queries.

5. **Earnest Money Deposit (EMD):**
The bidder shall be required to pay EMD for an amount of ₹ 5,000/- OR 5% of the total value quoted by the bidder, whichever is higher through Karnataka E procurement portal only. Further, the EMD shall not bear any interest and shall be refunded to
a. successful tenderer on receipt of Agreement and Bank Guarantee (If applicable).
b. unsuccessful tenderer upon finalization of tender bid and award of tender to successful bidder.
c. all the tenderers if the tendered item is cancelled or retendered.
6. Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of EMD will be forfeited.
7. The firm who are registered with National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) are requested to communicate with Karnataka E procurement for submission of relevant documents to avail concession or exemption of EMD as per provisions provided by Government of India.
8. Bidders are requested to quote their prices on a Firm & Fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regards shall be made.



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

9. Submission of Tender:

The tender bids (technical and price bid) should be typewritten; every correction in the tender should be initialed along with seal by the tenderer, failing which the tender will be rejected. All pages of the bid submitted must be signed along with seal and sequentially numbered by the tenderer.

10. The offers submitted by Telegram / Fax / Email / Hard Copy shall not be considered. No correspondence will be entertained in this matter.
11. The tender bid should be valid for four months from the due date. NIMHANS, Bengaluru will not take any responsibility for any technical issues.
12. The tender documents and all correspondence's relating to the bid should be in English language only.

Sd/-, Director





NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

Annexure I: Technical Bid

Technical bid should comprise of (uploaded copy of documents should be self-attested, stamped and better quality - preferably .pdf format)

- a. Brochure / Catalogue and Data sheet of the goods (Each specification mentioned needs to be marked with corresponding page numbers pertaining to the description).
- b. Technical Compliance report on all the specification points mentioned in the specification sheet.
- c. Proprietary certificate from the manufacturer mentioning the unique technology or feature/s mentioned apart from the brand name (If applicable).
- d. Pre requirements required for using the Consumables, Chemicals and Reagents (Before submitting the bid, the tenderer shall visit the end user department and indicate the requirement along with the technical bid wherever necessary)
- e. Delivery Period of the item to be supplied from the date of purchase order has to be indicated.
- f. Self attested copy of past Purchase orders (with Price and Quantity mentioned) of other Institutes where the Consumables, Chemicals and Reagents has been supplied.
- g. Copy of GST, PAN, TIN document
- h. Whether tenderer is manufacturer / accredited agent / sole representative, indicate details of principal's name & address. The offers of tenderer who are not manufacturer or direct authorized agent will be summarily rejected. Sub - distributors will not be accepted.
- i. Non - blacklisting certification that the firm has not been blacklisted in the past by any Government / Private institution and certification for No Vigilance / CBI case pending against the firm / supplier by making an affidavit on non – judicial stamp paper of ₹ 10.00/- (Rupees Ten Only).
- j. Declaration towards acceptance of all terms and conditions of the tender.
- k. Checklist



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029
Phone 26995023/913/923/024/025/780 Website <http://www.nimhans.ac.in/tender>
Fax 080-26571563/26564830/2121/6811 E-mail aaos@nimhans.ac.in



PURCHASE SECTION

Annexure II: Financial Bid (for compliance only)

(There is no provision to upload any documents in the financial bid part of Karnataka E procurement Portal and all details has to be entered mandatorily as per Annexure II)

- The Quotation can be in any currency and should be only for DOOR DELIVERY to NIMHANS and a Detailed breakup of the total cost (such as main cost, taxes, other Government levies, Customs duty, any local agency commission, transportation, Freight & Insurance Charges etc.) should be provided under icon “Action column” by clicking the % symbol which will be mentioned as Added statutory components.
If the supplier fails to bid for Door delivery (i.e. Delivery at NIMHANS premises), bid is liable to be rejected.
- Successful tenderer decision will be made on the basis of base price.
- In case of Import, Customs Duty shall be considered only at 5.5% of the total Purchase order value and the required Customs clearance documents will be provided by NIMHANS on prior intimation (at least 10 working days prior intimation) of shipment along with details and relevant documents from the supplier. If any demurrage occurs due to delay in submission of documents the successful tenderer should borne the Demurrage / Penalty / Storage charges thereof.
- If the tenderer is quoting in Indian Rupees (INR) for items NOT MANUFACTURING IN INDIA (NMIC), the CUSTOM DUTY EXEMPTION CERTIFICATE WILL NOT BE ISSUED BY THE INSTITUTE. The Rate quoted should be inclusive of Custom duty & other incidental charges.
- The tenderers are required to quote the mode of shipment by Air / Sea / Airport Parcel.
- Exchange rates for Foreign Currency will be considered as per the closing value on the tender submission last date from website <https://rbi.org.in/scripts/ReferenceRateArchive.aspx> (only for GBP, EURO, USD & JPY) and for other currencies as per the decision of the Institute.
- GST for all research related items to be supplied at NIMHANS, Bengaluru is limited to maximum taxation of 5% under the provision of Government of India subject to submission of GST exemption certificate to the vendor.

NOTE:

Irrespective of any quantity mentioned in the specification, the defined quantity should be mandatorily treated as One Pack Size (i.e. 1 No.) and rate for each pack size (i.e. 1 No.) has to be quoted. For example:

Item Sl. No. in specification	1	Item Sl. No. in specification	2
Qty Reqd: 1 Pack = 1 Pack Size = 1 No.		Qty Reqd: 1 Pack = 1 Pack Size = 1 No.	



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

General Term & Conditions

1. Validity:

The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

2. Evaluation of Bids:

Detailed evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

a. Technical Bid Evaluation:

The technical bid of the tenderer will be evaluated to determine whether

- i. They are complete with respect to specifications.
- ii. They are free from computational errors.
- iii. The required sureties have been furnished
- iv. The requisite documents have been submitted, properly signed and are in order.

b. Financial Bid Evaluation:

- i. The financial bid of technically qualified bidders shall only be unlocked. The technical evaluation report will be published on E Procurement Karnataka website and NIMHANS website (Only for 5 days).
- ii. The financial bid shall be opened in the Purchase Committee Meeting in the presence of the selected suppliers (technically qualified). Venue, Date and Time for unlocking the financial bid will be published in NIMHANS website.
- iii. After due evaluation of the bid(s) NIMHANS, Bengaluru will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as Non-responsive and will be rejected.
- iv. Bidder must quote the financial bid in compliance to Annexure II.

3. Contract Period:

The rate contract for Supply of Consumables, Chemicals and Reagents is initially for a period of One year and can be continued / renewed for further one year subject to satisfaction of the National Institute of Mental Health and Neuro Sciences (NIMHANS), Bengaluru and on mutual consent of both the parties subject to the condition / rules framed by the Government of India from time to time.



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

4. Delivery:

The items will have to be supplied at manifold Departments / Laboratories / Section / Offices in NIMHANS, Bengaluru premises. No transportation / cartage / or any other charges apart from the quoted price will be provided for the same. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

5. The tenderers must quote rates (as per the quantity defined in the specification) including all miscellaneous charges on Door Delivery basis at NIMHANS, Bengaluru.

6. The tenderer is advised / invited to visit the site before quoting the rates with the due permission of Competent Authority of NIMHANS, Bengaluru.

7. Signing the Contract:

The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of ₹ 500/- (Rupees Five Hundred only) along with performance security within fifteen (15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

8. Performance Security:

The Successful Contractor will be required to furnish an amount @ 10% of Total Annual Contract Value (inclusive of GST) as a performance security in the form of Security deposit (demand draft) / Bank Guarantee from any Nationalized Bank duly pledged in the name of the "National Institute of Mental Health and Neuro Sciences, Bengaluru" payable at Bengaluru within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non - observance of any condition of contract or for unsatisfactory performance or non - observance of any condition of the contract.

In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD / Performance Security deposited would be forfeited.

Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.

9. Payment clause:

- The bill in triplicate shall be sent to this office / end user department (as mentioned in the Purchase order) for settlement after satisfactorily completion of work. The bill should have full particulars of the items and should be submitted in Original triplicate bills + E way bill format.
- No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029

ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780

Website <http://www.nimhans.ac.in/tender>

Fax 080-26571563/26564830/2121/6811

E-mail aaos@nimhans.ac.in



PURCHASE SECTION

- c. The contractor shall submit the bill only after successful supply of the Consumables, Chemicals and Reagents to the satisfaction of the NIMHANS, Bengaluru, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for supply of the Consumables, Chemicals and Reagents. The payment will be initiated only after satisfactory supply remarks from the end-user.

10. Inspection:

- a. NIMHANS, Bengaluru shall have the right to inspect and / or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
- b. NIMHANS, Bengaluru right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by NIMHANS, Bengaluru prior to the goods shipment.
- c. The Director, NIMHANS, Bengaluru shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- d. No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

11. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

12. Subletting of Work:

The firm shall not assign or sublet the work / job or any part of it to any other person or party without having first obtained permission in writing of NIMHANS, Bengaluru, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

13. Breach of Terms and Conditions:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by NIMHANS, Bengaluru in that event the security deposit shall also stand forfeited.

Tender No. NIMHANS/2019-20/IND273 Dated 29.04.2019 Due on 29.05.2019

Rate Contract for Supply of Consumables, Chemicals & Reagents for Department of Neurology, NIMHANS, Bengaluru

Page 10 of 17



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

14. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified NIMHANS, Bengaluru shall have the power to terminate the contract without any prior notice.

15. Force Majeure:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

16. Fall clause:

If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform NIMHANS, Bengaluru immediately about such reduction in the contracted prices. The NIMHANS, Bengaluru is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the NIMHANS, Bengaluru on account of the increase in Taxes.

17. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Bengaluru, Karnataka and all obligations hereunder shall be deemed to be located at Bengaluru, Karnataka and Court within Bengaluru, Karnataka will have Jurisdiction to the exclusion of other courts.

18. Right to call upon information regarding status of work:

The NIMHANS, Bengaluru will have the right to call upon information regarding status of work / job at any point of time.



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



सत्यमेव जयते

PURCHASE SECTION

19. Bidder shall upload a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
20. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
21. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
22. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
23. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be uploaded with the bid.
24. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis.
25. Conditional bid will be treated as unresponsive and it may be rejected.
26. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
27. The bidder, once applied, will not be allowed to withdraw at any stage. If the bidder wants to withdraw, the entire amount of EMD will be forfeited.
28. The Tenderers should furnish a copy of PAN Card and GSTIN Registration Number. Tenders not complying with this condition will be rejected.
29. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
30. The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired goods even on short notice to NIMHANS, Bengaluru.
31. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder/s.

32. Applicable Law:



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029

ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780

Website <http://www.nimhans.ac.in/tender>

Fax 080-26571563/26564830/2121/6811

E-mail aaos@nimhans.ac.in



PURCHASE SECTION

- a. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- b. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bengaluru, Karnataka, India only.
- c. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bengaluru. The decision of the Arbitrator shall be final and binding on both the parties.
- d. Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.





NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

Special Terms & Conditions

1. The vendor should have license / certification for supply of Consumables, Chemicals and Reagents quoted.
2. **Guarantee Certificate:**
The Consumables, Chemicals and Reagents supplied against this order shall be deemed to bear a warranty of the contractor against deterioration, defective material, workmanship and performance for a period of 12 months from the date of receipt of individual Departments, Sections, Laboratories, Offices at NIMHANS, Bengaluru. If during this period the stores supplied are found to be defective in performance or deteriorated, the contractor shall be responsible for all consequences.
3. In the event of the successful tenderer failed to supply the item/execute the agreement/submit the Bank Guarantee/ Security Deposit deposited by them shall stand forfeited.
4. Payment will be made only after supply of goods in good working condition, which will be certified by the end user.
5. In case of foreign payments made by Wire Transfer, bank incidental charges within India will be borne by the Institute and outside of India should be borne by tenderer only.
6. If the tender last/opening date falls on any general/government/institute holiday(s), then the successive dates will be postponed by equivalent days of holiday(s), however the time remains unchanged.
7. The Director, NIMHANS Bengaluru has the right of ordering / cancelling / not ordering / increase / decrease the quantity and to reject any or all tenders quotations without assigning any reason. The decision of the Director, NIMHANS Bengaluru shall be final in all controversies that may arise in the matter. Any dispute out of this will be subject to the jurisdiction of the Court in Bengaluru.
8. None of the terms and conditions of the supplier shall be applicable to the purchase contemplated hereunder, irrespective of it being attached to any documents to be provided to NIMHANS. Such exercise shall have no meaning and binding effect unless the same is accepted by NIMHANS in writing.
9. Any corrections/ changes/ modifications in the tender will be uploaded as corrigendum in the NIMHANS and E Procurement Karnataka website only.

NOTE: Please keep checking the NIMHANS and E-Procurement websites regularly for any further updates.



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029

ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780

Website <http://www.nimhans.ac.in/tender>

Fax 080-26571563/26564830/2121/6811

E-mail aaos@nimhans.ac.in



PURCHASE SECTION

DECLARATION

(TO BE UPLOADED BY THE TENDERER)

Sl. No. of the Item/s :

Name of the company (tenderer) :

To

The Director,
National Institute of Mental Health & Neuro Sciences
(Institute of National Importance)
Post Box No. 2900,
Hosur Road, Bengaluru – 560 029

Dear Sir,

1. I/We hereby submit my/our tender bid for the
2. I/We have remitted the application fee and EMD of ₹ through Credit Card / Direct Debit / Net Banking / National Electronic Funds Transfer (NEFT).
3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to all the terms and conditions, stipulated by the NIMHANS, in this connection including delivery, Installation, Warranty, Expiry, Penalty etc. All relevant documents and Technical bid are uploaded as per the tender terms and conditions. Any violation in uploading the documents, my/our tender bid may be disqualified.
5. Financial bid is quoted as per tender terms and conditions & Annexure II, failing which it will be presumed that the rates are door delivery price.
6. Tender bids are duly signed with seal and are in order (No thumb impression should be affixed).
7. I/We undertake to sign the contract / agreement, if required, within reasonable time from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the NIMHANS, Bengaluru.

Yours faithfully,

Signature of Tenderer & seal



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780
Fax 080-26571563/26564830/2121/6811

Website <http://www.nimhans.ac.in/tender>
E-mail aaos@nimhans.ac.in



PURCHASE SECTION

CHECK LIST

(TO BE UPLOADED BY THE TENDERER)

1	Name & Address of the tenderer																																		
2	Name & Address of the Manufacturer																																		
3	Name of the Items & Model Quoted																																		
4	Total No. of Items for which the bid has been submitted																																		
5	Validity of the Quotation	4 months from the due date																																	
6	a. Delivery Period b. Expiry Period (Min. if applicable) c. Installation Period (if applicable)	Staggered supply / Regular supply 1 year (from the date of supply)																																	
7	Technical Bid (Yes or No against each item)	<table border="1"> <tr><td>a.</td><td>Application Fee & EMD submitted</td><td></td></tr> <tr><td>b.</td><td>Brochure / Catalogue & Data Sheet uploaded</td><td></td></tr> <tr><td>c.</td><td>Technical Compliance Report uploaded</td><td></td></tr> <tr><td>d.</td><td>Manufacturer Proprietary certificate uploaded</td><td></td></tr> <tr><td>e.</td><td>Pre requirements details uploaded</td><td></td></tr> <tr><td>f.</td><td>List of users with purchase orders uploaded</td><td></td></tr> <tr><td>g.</td><td>Copy of GST, PAN, TIN document uploaded</td><td></td></tr> <tr><td>h.</td><td>Distributor authorization letter uploaded</td><td></td></tr> <tr><td>i.</td><td>Non-blacklisting certification uploaded</td><td></td></tr> <tr><td>j.</td><td>Declaration uploaded</td><td></td></tr> <tr><td>k.</td><td>Checklist uploaded</td><td></td></tr> </table>	a.	Application Fee & EMD submitted		b.	Brochure / Catalogue & Data Sheet uploaded		c.	Technical Compliance Report uploaded		d.	Manufacturer Proprietary certificate uploaded		e.	Pre requirements details uploaded		f.	List of users with purchase orders uploaded		g.	Copy of GST, PAN, TIN document uploaded		h.	Distributor authorization letter uploaded		i.	Non-blacklisting certification uploaded		j.	Declaration uploaded		k.	Checklist uploaded	
a.	Application Fee & EMD submitted																																		
b.	Brochure / Catalogue & Data Sheet uploaded																																		
c.	Technical Compliance Report uploaded																																		
d.	Manufacturer Proprietary certificate uploaded																																		
e.	Pre requirements details uploaded																																		
f.	List of users with purchase orders uploaded																																		
g.	Copy of GST, PAN, TIN document uploaded																																		
h.	Distributor authorization letter uploaded																																		
i.	Non-blacklisting certification uploaded																																		
j.	Declaration uploaded																																		
k.	Checklist uploaded																																		
8	Financial Bid Submitted (Yes or No against item a & b, currency symbol against item c)	<table border="1"> <tr><td>a.</td><td>NIMHANS Door Delivery cost quoted</td><td></td></tr> <tr><td>b.</td><td>Cost breakup details provided</td><td></td></tr> <tr><td>c.</td><td>Currency in which financial bid is quoted</td><td></td></tr> </table>	a.	NIMHANS Door Delivery cost quoted		b.	Cost breakup details provided		c.	Currency in which financial bid is quoted																									
a.	NIMHANS Door Delivery cost quoted																																		
b.	Cost breakup details provided																																		
c.	Currency in which financial bid is quoted																																		
9	Training provided (If required, Yes or No)																																		
10	Whether after sales, service is available in Bengaluru? If yes, quote the key person contact details such as Name, Mobile No., Phone No., Email ID																																		
11	Any Other Information (Enclose separately in letter head – Yes/No)																																		

Signature of Tenderer & seal



NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES
(Institute of National Importance), Hosur Road, Bengaluru – 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व का संस्थान), बेंगलुरु - 560 029

ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

Phone 26995023/913/923/024/025/780

Website <http://www.nimhans.ac.in/tender>

Fax 080-26571563/26564830/2121/6811

E-mail aaos@nimhans.ac.in



PURCHASE SECTION

List of items, Specification & Quantity of Pack size

End User Contact Details		Quantity required	As specified below (each quantity & unit mentioned is equal to 1 No.)	
Name	Dr. Sanjib Sinha		EMD	₹ 5,000.00 (Rupees Five Thousand Only) OR 5% of the total value quoted, whichever is higher.
Department	Neurology			
Designation	Professor & HOD			
Office No.	+91 - 80 - 2699 5140 / 5141			
Email	hodneurologynimhans@gmail.com			
Sl. No.	Name of the Item	Specification	Make / Model / Brand (If applicable)	Quantity & Unit
1	Ambu Neuroline 720 disposable EEG electrodes	72015-K/10	Ambu (Proprietary)	1 Pack
2	Ten-20 EEG Conductive Paste	228g box, 3 Pieces per pack		1 Pack