



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

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



PURCHASE SECTION

**Rate Contract Tender For
Supply of SEEG Consumables For
Department of Neurology, NIMHANS**

Tender No. : NIMHANS/2019-20/IND440
Tender Publish Date : 19 October, 2019
Last Date of Online Submission : 18 November, 2019 at 11:00 AM
Technical Bid Opening Date : 19 November, 2019 at 11:00 AM
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



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01	Particular	Rate Contract Tender for Supply of SEEG Consumables for Department of Neurology
02	Rate Contract Tender No. (i.e. E procurement Tender No.)	NIMHANS/2019-20/IND440
03	Contract period	Two 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	₹ 22,000/- (Rupees Twenty Two Thousand Only)
05	Tender documents shall be Downloaded from	www.nimhans.ac.in/tender OR 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	18 November, 2019 up to 11:00 AM
08	Date and time for Opening Technical Bid	19 November, 2019 @ 11:00 AM
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.



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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. Tender / Contractor / Bidder / Supplier are advised to follow the instructions provided in the Karnataka e procurement portal for the e-submission of the bids online.
3. 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.

4. Earnest Money Deposit (EMD):

The bidder shall be required to pay **EMD for an amount of ₹ 22,000/-** 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.
5. Tenderer 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 and necessary action shall be initiated as per rules and regulations.
 6. 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.
 7. **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.
 8. The offers submitted by Telegram / Fax / Email / Hard Copy shall not be considered. No correspondence will be entertained in this matter.
 9. The tender bid should be valid for 120 days from the due date. NIMHANS, Bengaluru will not take any responsibility for any technical issues.
 10. The tender documents and all correspondence's relating to the bid should be in English language only.



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Sd/-, Director

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 have been supplied.
- g. Copy of GST, PAN, TIN document
- h. Authorization letter (addressed to Director, NIMHANS, Bengaluru with tender no. and goods specified in the tender has to be mentioned in the letter along with validity) - 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 (Tender no. has to be mentioned mandatorily in the certificate) 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 ₹ 100.00/- (Rupees Hundred Only).
- j. Declaration towards acceptance of all terms and conditions of the tender.
- k. Checklist



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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)

- a. The Quotation should be in INR only and total cost quoted should be for DOOR DELIVERY to NIMHANS.

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. @ actuals) 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.

- b. 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.
- c. Successful tenderer decision will be made on the basis of total cost quoted (Inclusive of all miscellaneous charges as mentioned in clause a of annexure II).

General Term & Conditions

1. Validity:

The quoted rates must be valid for a period for 120 days from the date of closing of the tender. If the bidder quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

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

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



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b. Financial Bid Evaluation:

- i. Post completion of technical evaluation, the evaluation report will be uploaded in Karnataka e procurement portal and any objections shall be communicated within in 48 hrs.
- ii. Further financial bid of technically qualified bidders shall only be unlocked.
- iii. 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 informed to qualified bidders.
- iv. After financial evaluation of the bid in compliance to annexure II, NIMHANS-Bengaluru will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as Non-responsive and will be rejected.

3. Contract Period:

The rate contract for Supply of Consumables is initially for a period of two 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.

4. Delivery:

The items will have to be supplied at manifold Departments / Laboratories / Section / Offices in NIMHANS, Bengaluru premises. No transportation / cartage / 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 ₹ 200/- (Rupees Two 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.

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 would be forfeited.

8. Payment clause:

- a. No payment shall be made in advance.



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- b. The bill in triplicate shall be sent to this office (as mentioned in the Purchase order) for settlement after satisfactorily supply of consumables. The bill should have full particulars of the items and should be submitted in Original triplicate bills along with delivery challan and e-way bill.

9. Inspection:

- a. NIMHANS, Bengaluru shall have the right to inspect and / or to test the goods to confirm their conformity to the notice inviting tender 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.

10. 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 from 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.

11. 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 EMD shall also stand forfeited.

12. 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.

13. 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



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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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.

20. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.



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21. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be uploaded with the bid.
22. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis.
23. Conditional bid will be treated as unresponsive and it may be rejected.
24. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
25. 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.
26. 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.
27. **Applicable Law:**
 - 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. Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.



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PURCHASE SECTION

Special Terms & Conditions

1. The vendor should have license / certification for supply of Consumables quoted.
2. **Guarantee Certificate:**
The Consumables supplied against the order shall be deemed to bear a warranty / expiry period 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. 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.
4. 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.
5. 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.
6. 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.



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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, and 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



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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	120 days 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)	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)	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



सत्यमेव जयते

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PURCHASE SECTION

List of items, Specification & Quantity of Pack size

End User Contact Details		Quantity required	As specified below
Name	Dr. Sanjib Sinha		
Department	Neurology		
Designation	Professor & HOD		
Office No.	+91 - 80 - 2699 5140 / 5141		
Email	Sanjib_sinha2004@yahoo.co.in hodneurologynimhans@gmail.com		
No.	Name of the Item	Specification	Quantity & Unit
The following consumables are required for Stereo electro encephalography (SEEG)			
1	Placement wrench		1 No.
2	Drill kit	30 mm length	1 No.
3	Slide ruler		1 No.
4	Drill sleeve guide	2.4 mm	1 No.
5	Obturator	190 mm	1 No.
6	Drill sleeve guide blocks		1 No.
7	10-Contact connector block	10 piece per box	2 box
8	Anchor bolts	21 mm Length (3 piece per box)	5 box
9	Anchor bolts	13 mm length	5 box
10	10-Contact lightweight TECH-ATTACH cable	1 terminals of 10, 56mm Dimension	15 Nos.