



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

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GST:29AABTN6120B2ZX

STRD4/DeepBrain/Shyam/2019-20

24.02.2020

**TENDER NOTIFICATION (TENDER)**  
(Through e-procurement portal only)

Online quotations for the following Equipment/Chemicals/Consumables/Reagents are invited from reputed manufacturer/s or authorized dealers.

Sl. No.	Item Description	EMD (in Rs)	Qty. Reqd.
1	Deep Brain Stimulation	42,540/-	04 No.

Downloading of Tender documents from website <a href="https://eproc.karnataka.gov.in/eportal/index.seam">https://eproc.karnataka.gov.in/eportal/index.seam</a>	From 24.02.2020 Onwards
Last date for tender enquiry	02.03.2020 upto 11:00 AM
Tender submission last date and time	25.03.2020 upto 11:00 AM
Technical bid will be opened online by the authorized officer on	26.03.2020 at 11:00 AM in the Registrar Office

Sd/-,  
Director

**Terms and conditions**

1. The bid documents for the above items should be addressed to “The Director, National Institute of Mental Health & Neuro Sciences, Post Box No. 2900, Hosur Road, Bengaluru –560 029, Karnataka, India” and should be uploaded in E Procurement portal only on or before the due date.
2. The tender bid should be valid for **four months** from the due date. NIMHANS, Bengaluru will not take any responsibility for any technical issues.
3. **Earnest Money Deposit (EMD):**
  - 3.1. The (EMD) shall be denominated in Indian Rupees and shall be paid in the e-procurement portal using the following payment modes:
    - a. Credit Card.
    - b. Direct Debit.
    - c. Net Banking
    - d. National Electronic Funds Transfer (NEFT)
  - 3.2. The EMD shall not bear any interest and will be refunded to
    - a. Successful tenderer on receipt of Agreement and Bank Guarantee.
    - 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.
4. The tender documents and all correspondence's relating to the bid should be in **English language only**.
  5. **Technical bid should comprise of (uploaded copy of documents should be self-attested and stamped) -**
    - 5.1 Brochure/Catalogue and Data sheet of the equipment (Each specification mentioned needs to be marked with corresponding page numbers pertaining to the description)
    - 5.2 Proprietary certificate from the manufacturer mentioning the unique technology or feature/s mentioned apart from the brand name (If applicable).
    - 5.3 Pre requirements required at the installation site (Before submitting the bid, the tenderer should make pre-visit to the installation site and indicate the requirement along with the price bid wherever necessary)
    - 5.4 Delivery Period of the item to be supplied and Time required for installation from the date of purchase order has to be indicated.
    - 5.5 List of Institutes where the equipment has been supplied.
    - 5.6 Copy of GST, PAN, TIN document
    - 5.7 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.
    - 5.8 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/-.
    - 5.9 Declaration towards acceptance of all terms and conditions should also be provided.
    - 5.10 **Quote must have a compliance report on all the specification points mentioned in the specification sheet.**
  6. **Price Bid should comprise of-**
    - 6.1. **Quotation can be in any currency and for NIMHANS Door Delivery ONLY** and should have detailed information as per tendered specifications (such as main equipment cost, each article wise/spares rates, taxes, other Government levies, Customs duty, any local agency commission, transportation, delivery of the equipment to the Institute premises, installation and commissioning etc. separately along with total cost) with manufacturers name, License number and name of the brand/make.  
Tender bids without price bid/quotation will be rejected. If supplier fails to bid for NIMHANS Door Delivery, bid is liable to be rejected.
  7. Successful tenderer decision will be made on the basis of base price.
  8. 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.

**7. Evaluation of Bids:-**

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 requisite documents have been submitted and properly signed.

**8. Tender Opening:**

The Technical bids will be unlocked through E procurement portal in the Committee Room, Adjacent to Registrar Chamber, NIMHANS, Bengaluru on the date specified in presence of tenderers or their representatives who choose to attend.

The Tenderers' or representatives who are present shall submit authorization letter along with copy of Photo id proof and shall sign a register evidencing their attendance.

The Financial bid of the technically qualified tenderer/s only will be opened on a notified date. NIMHANS will inform all the Technically Qualified Tenderers through e-tendering system, after decryption of their Financial bid which could be viewed automatically by the respective technically qualified tenderers. In this regard no separate intimation shall be made by the Purchaser.

- 9.** Equipment and its accessories should be covered with **minimum warranty period of 5 years** for normal or regular wear & tear from the date of complete installation (Ready to use in all respects). In case of software's, the validity of the license key should be clearly mentioned and should have user define provision with option to switch over from one system to other system of the same kind within the validity period.

**10. Software Updates:**

The selected firm for the supply of tendered item should provide free updates of software up to 5 years from the date of complete installation.

- 11.** Supply of spares should be guaranteed for a minimum period of 10 years from the date of supply or from the date of cessation of production of the model for 10 years, whichever is later, at the rates prevailing against payment.
- 12.** Any modification or revision of bids after submission will not be entertained under any circumstances. Conditions such as "subject to the availability of stocks", supplies will be made as and when supplies received from the principles etc., will not be considered under any circumstances.
- 13.** A tenderer having once given a tender bid shall not withdraw it after its acceptance/opening and if does, the EMD paid by the tenderer will be forfeited and the tenderer is liable to make good the loss sustained.
- 14.** If required, the tenderer should demonstrate the quoted model of the equipment at the institute during the technical evaluation, failing which their bid/offer shall be rejected. The tenderer will be intimated that they should get ready for demonstration. No request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be rejected.
- 15.** The tenderer should supply the circuit diagram and instruction manual of the tendered equipment/s at the time of supply of the equipment.

9. Necessary training / instructions on operation of the system should be given by the qualified engineers of the tenderer firm to NIMHANS technical staff/s at free of cost after completion of the installation.
10. The successful tenderer should immediately submit an acceptance letter duly signed and sealed for the rate/s and offers agreed by both the parties to the Head of the Institution within reasonable time on receipt of the Purchase Order (Agreement Specimen will be enclosed with Purchase order & Stamp duty to be paid by the tenderer). The successful tenderer should also furnish a Bank guarantee only from a Nationalized bank to the extent of 10% of the total purchase order value, valid for 60 days beyond the completion of the warranty period of the equipment, no split period bank guarantee will be entertained.

In the event of the successful tenderer failed to supply the item/execute the agreement/submit the Bank Guarantee the EMD deposited by them shall stands forfeited.

**11. Payment terms:**

Payment will be made only after good working condition of the equipment certified by the end user. NO ADVANCE PAYMENT WILL BE ENTERTAINED.

**12. Uptime Guarantee:**

Penalty Clause for non-functioning of equipment in term of hardship to the patients and financial loss to institute: 95% up time of 365 days (24 hours a day) that is from the day of successful handing over of the whole complex. The company takes the responsibility for the functioning of all the components and equipment, including the third party items supplied and included in the project. The total downtime annually for any reason/involvement of any of the components cannot exceed 5% (all inclusive). Subsequently if downtime exceeds 5% of 365 days, 1% of PO Value will be levied as penalty for every 24 hours of downtime until 7 days from the day of breakdown. If downtime exceeds 7 days the penalty will be 2% of PO Value from the date on which the equipment broke down beyond 5% permissible downtime. In addition to this, warranty period will be extended at double the rate of the downtime period.

13. If, at any time, during the said period, the supplier reduce the said prices of such Materials/Equipment or sales such Materials/Equipment to any other person/organization/ Institution at a price lower than the chargeable, the company shall forthwith notify such reduction or sale to the Director, NIMHANS and the price payable for the Materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
14. The losses to NIMHANS, Bengaluru, if any incurred on account of purchase made elsewhere by failure, neglect or refusal on the part of the tenderer to supply according to the terms of agreement will be recovered from them. If any article or things supplied by the tenderer have been partially or wholly used or consumed in the hospital and they are subsequently found to be in bad condition, unsound, inferior in quality or description, not in accordance with samples or otherwise faulty or unit for use, the wholesome of the contract price or price of such articles or things will be recovered from the tenderer. The tenderer will not be entitled for any payment whatsoever, for such articles for infringements of the stipulation of the conditions or for justifiable reasons the contract may be terminated by the Director and the tenderer shall be liable for losses sustained by the NIMHANS on the consequences of the termination which may be recovered from the

EMD/Bank Guarantee or from their invoices due to them. In the event of such amount being insufficient, the balance will be recovered personally from the tenderer.

- 1** Any corrections/changes in the tender will be uploaded as corrigendum in the NIMHANS and E procurement websites only.
- 2** 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.
- 3** The Director reserves the right of ordering/not ordering/cancelling/increase or decrease the quantity and to reject any or all tender quotations without assigning any reason. The decision of the Director, NIMHANS, Bengaluru, shall be final in all the controversies that may arise in the matter. Any dispute arising out of this will be subject to the jurisdiction of the Court in Bengaluru.
- 4** Failure to adhere any of the above terms and conditions the bid(s) may be rejected and EMD may be forfeited.
- 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.

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

**Sd/-, Director**

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**DECLARATION**  
**(TO BE UPLOADED BY THE TENDERER)**

**Sl. No. of the Item** :.....  
**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, 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 clause no. 6, failing which it will be presumed that the rates are door delivery price.
6. Tender bids are duly signed (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**

**CHECK LIST**  
**(TO BE UPLOADED BY THE TENDERER)**

<b>1</b>	<b>Name &amp; Address of the tenderer</b>																															
<b>2</b>	<b>Name &amp; Address of the Manufacturer</b>																															
<b>3</b>	<b>Name of the Equipment &amp; Model Quoted</b>																															
<b>4</b>	<b>Validity of the Quotation</b>	<b>4 months from the due date</b>																														
<b>5</b>	<b>a. Delivery Period b. Warranty Period c. Installation Period</b>	<b>5 years</b>																														
<b>6</b>	<b>Technical Bid (Yes or No against each item)</b>	<table border="1"> <tr> <td style="text-align: center;"><b>a.</b></td> <td>Application Fee submitted</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>b.</b></td> <td>EMD enclosed submitted</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>c.</b></td> <td>Brochure/Catalogue &amp; Data Sheet enclosed</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>d.</b></td> <td>Manufacturer Proprietary certificate enclosed</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>e.</b></td> <td>Pre requirements details enclosed</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>f.</b></td> <td>List of users enclosed</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>g.</b></td> <td>Copy of GST, PAN, TIN document</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>h.</b></td> <td>Distributor authorization letter</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>i.</b></td> <td>Non-blacklisting certification enclosed</td> <td></td> </tr> <tr> <td style="text-align: center;"><b>j.</b></td> <td>Declaration enclosed</td> <td></td> </tr> </table>	<b>a.</b>	Application Fee submitted		<b>b.</b>	EMD enclosed submitted		<b>c.</b>	Brochure/Catalogue & Data Sheet enclosed		<b>d.</b>	Manufacturer Proprietary certificate enclosed		<b>e.</b>	Pre requirements details enclosed		<b>f.</b>	List of users enclosed		<b>g.</b>	Copy of GST, PAN, TIN document		<b>h.</b>	Distributor authorization letter		<b>i.</b>	Non-blacklisting certification enclosed		<b>j.</b>	Declaration enclosed	
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<b>8</b>	<b>Training provided (Yes or No)</b>																															

9	<b>a. Whether after sales, service is available in Bengaluru?</b> If yes, quote <b>b. What is the arrangement for postcontract/ Warranty monitoring of the equipment?</b>	
10	<b>What is the Agency commission payable? If applicable</b>	
11	<b>Details of the EMD Submitted</b>	Transaction No..... for `..... Bank name:
12	<b>Any Other Information (Enclose separately in letter head – Yes/No)</b>	

**Signature of Tenderer & seal**



### Specifications for purchase of Deep brain stimulation system implantation kit

Sl.No	Equipment required	Numbers required
1.	Deep brain stimulation implant kit for DBS over subthalamic nucleus. Each kit should have the following components from a. to e.	4*
a.	Non-rechargeable deep brain stimulation (DBS) neurostimulator for DBS over subthalamic nucleus. <ul style="list-style-type: none"> <li>• It should be compatible with the microtargeting STar™ Drive system and N Vision Clinician Programmer available at the institute</li> <li>• FDA/similar agency approval for full body 1.5 T MRI compatibility</li> <li>• Capability of group programming</li> <li>• Data of programming to be stored and retrievable in the stimulator</li> <li>• Device used in published trials for deep brain stimulation over subthalamic nucleus in Obsessive-compulsive disorder</li> </ul>	1 per kit
b.	Patient programmer compatible with the non-rechargeable neurostimulator quoted above	1 per kit
c.	Microtargeting electrodes for micro-electrode recording during deep brain stimulation surgery – compatible with the STar™ Drive carrier device and Medtronic LeadPoint Focus MER system available at the institute	1 per kit
d.	Deep brain stimulation Lead for stimulation over subthalamic nucleus compatible with the STar™ Drive electrode carrier device available with the institute. The model should have been used in published trials for deep brain stimulation over subthalamic nucleus	2 per kit
e.	Extension cable for connecting the DBS lead to the neurostimulator	2 per kit
2.	Extension cable for connecting the deep brain stimulation lead to an external recorder (amplifier) for local field potential recording from the subthalamic nucleus	3**
3.	Tunneling tool for tunneling the extension cable subcutaneously from the DBS lead to the stimulator	3**

\* Further purchase of at least 20 kits (or more) would be made over the period of next 5 years. \*\*Further purchase of up to at least 6 cables (or more) would be made over the next 5 years. Price per kit, cable and tunneling tool, for further purchase during the 5-year

period, would be locked at the time of finalization of price bid during the purchase committee meeting

**Other terms/conditions**

1. List of peer-reviewed PubMed indexed original research publications that have used the quoted equipment. Hard copy of full text of important research publications should be enclosed along with the technical bid documents.
2. The bidder must provide the technical compliance report in strict adherence to the format provided in the tender notification. The bidder should provide documents to support the compliance with all the technical specifications as annexures. In addition, the bidder should indicate the exact location of the text in the annexure (for example annexure no., page, paragraph, and lines detail) that provides the necessary documentary support for the respective technical specification. Scrutiny for matching the technical specifications will be based on the documents & details of the text location (as specified above) provided with the technical bid, preferably along with cross-referencing from the product website.
3. Certification: A copy of Suitable certification of the quoted equipment (i.e. FDA or CE or equivalent certification) for application of equipment in human subjects should be enclosed.
4. The DBS kit and other equipment should be covered by a warranty for a period of minimum 5 years from the date of supply.

**Technical compliance form for DBS implantation kit and accessories**

Sl.No	Equipment required	Compliance (yes/no)	Remarks (if any)
1.	Deep brain stimulation implant kit for DBS over subthalamic nucleus. Each kit should have the following components from a. to e.		
	a. Non-rechargeable deep brain stimulation (DBS) neurostimulator for DBS over subthalamic nucleus. <ul style="list-style-type: none"> <li>• It should be compatible with the microtargeting STar™ Drive system and N Vision Clinician Programmer available at the institute</li> <li>• FDA/similar agency approval for full body 1.5 T MRI compatibility</li> <li>• Capability of group programming</li> <li>• Data of programming to be stored and retrievable in the stimulator</li> <li>• Device used in published trials for deep brain stimulation over subthalamic nucleus in Obsessive-compulsive disorder</li> </ul>		
	b. Patient programmer compatible with the non-rechargeable neurostimulator quoted above		
	c. Microtargeting electrodes for micro-electrode recording during deep brain stimulation surgery – compatible with the STar™ Drive carrier device and Medtronic LeadPoint Focus MER system available at the institute		
	d. Deep brain stimulation Lead for stimulation over subthalamic		

	nucleus compatible with the STar™ Drive electrode carrier device available with the institute. The model should have been used in published trials for deep brain stimulation over subthalamic nucleus		
	e. Extension cable for connecting the DBS lead to the neurostimulator		
2.	Extension cable for connecting the deep brain stimulation lead to an external recorder (amplifier) for local field potential recording from the subthalamic nucleus		
3.	Tunneling tool for tunneling the extension cable subcutaneously from the DBS lead to the stimulator		