



# NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES

(An Institute of National Importance, under Ministry of Health and Family Welfare, Govt. of India)

HOSUR ROAD, BENGALURU – 560 029

राष्ट्रीय मानसिका स्वास्थ्य एवं तंत्रिका विज्ञान संस्थान (राष्ट्रीय प्रमुख आथा संस्थ) बेंगलुरु - 560 029

ರಾಷ್ಟ್ರೀಯ ಮನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರವಿಜ್ಞಾನ (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತೆ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು -560 029

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No. NIMH/PU-I(D)/TENDER/RC(23-24)/05/2022-23

DATED:04.02.2023

## CORRIGENDUM

1. Rate Contract tender period be for 12 months only.
2. Submission of samples for Narcotics & INJ TENECTEPLASE 20MG may be exemption
3. Incase of imported items original import license may submit their quotations
4. Security Deposit under clause 3.2. – The successful bidder whose offer is accepted shall be required to pay a Security Deposit as 3% pf the total value of supply per year calculated or ₹1,00,000/- (Rupees One lakh only) whichever is higher submitted in the form of sbi e-collect or Bank Guarantee (Form-12)
5. Terms and Conditions may be clarified as detailed below:

Sl. No.	Point No.	Queries raised by /Original Tender / Specification	Modified / Amended
1	2.2 & 5.10.1	Valid MSME/SSI/ Udyog Aadhar Certificate are submitted from the manufacturers will the EMD be exempted from submitting EMD	Appropriate, Govt of India GFR guidelines shall be followed.
2	3.1.	The Security Deposit should be collected for items approved in LI category. LII and LIII approved items shall be exempted from submitting Security deposit.	Performance bank guarantee shall be submit in the prescribed format i.e. Form-12.
3	4.1.17	Certificate on self-attested non-judicial stamp paper of ₹10/- stating that there is no vigilance/ CBI case pending against the firm/supplier and the firm has not been blacklisted/debarred on the date of submission of the bid by any Central government/ State Govt. departments/hospital/PSUs etc. tenderer should also provide information regarding blacklisting/debarring of the firm in last three years (2019-20, 2020-21 and 2021-22) by any government of Private Organisations/hospital. In case of any false information provided or concealed the information by any tenderer, the tenderer shall be debarred for two years and EMD/ Bid Security/ security Deposit submitted by the firm shall be forfeited.	Form -13

4	4.1.18	The firm should give an undertaking to the effect that they will be legally bound to supply the drugs/medicines, for which they have quoted the rates in the tender during the validity of the contract. In case, they fail to execute any purchase order placed to them within the time period mentioned in the agreement from the date of placement of purchase order, they will be liable for action against them as per tender terms	Form -14
5	4.1.19.	Scanned copy of information as per the format enclosed should be submitted with the tender. Furnishing of false information will make the tenderer ineligible and the firm will stand blacklisted	All formats should be uploaded without fail
6	4.1.3	Annual Turnover statement for three preceding years by the Commercial Tax Officer/ Chartered Accountant (i.e. for the years 2019-20,2020-21,2021-22). Minimum annual turnover should be minimum of ₹30,00,00,000/- (Rupees Thirty crores only) for all the participating tenderer/bidders	The Qualifying turnover 30 crore is for Every year
7	4.1.5.	The tenderer should furnish a copy of their latest manufacturing / Import License issued under Drugs and Cosmetics Act 1940 with authenticated list of drugs approved under the licence. If the firm is having multiple licence numbers for same products, the same shall be submitted	Point 4.1.5 stands deleted.
8	4.1.6.	Attested copy of Manufacturing License/ Individual drug License for both oral and parenteral issued under the Drugs & Cosmetics Act, 1940 and Rules duly renewed up to date along with the list of products permitted (Items to be quoted) wherever applicable shall be submitted, otherwise, it will be treated as "Non-Responsive". In case of Manufacturing Licence applied for renewal, it is insisted to produce the validity certificate form from the Licensing Authority in respect of their licence that it continues to be valid during the period of Tender process i.e. after submission for renewal, till the time the licence is actually been renewed	Point 4.1.6 stands.

9	4.1.8.	Detailed list of samples submitted should be enclosed. A copy of the same should be kept in the sealed container containing samples	Sample submission acknowledgement copy duly signed by the authorised hospital personnel should be uploaded in the portal.
10	5.2.	If market standing certificate is less than 3 years will the product be considered or is it mandatory to submit market standing certificate of 3 years, please clarify.	It shall not be considered. Please read the tender terms and conditions
11	5.4.	Some of the product we import from Germany and few item we manufacturing in India with other manufacturers. Shall I have to participate separately for own imported item and other manufacturing items (others) please clarify.	Bids may be submit separately
12	4.1.7. and 5.12	Non-Conviction Certificate issued by the Central/ State Drugs Controller to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the last three years in respect of any of the drugs for which prices have been quoted by the tenderer. In case DCGI does not mention the name of the molecules in their certificates, a relevant undertaking will be provided with list of Drugs/ molecules along with non-conviction certificate, by the tenderer in addition to the above mentioned certificate. Non-conviction certificate must have been issued by the Drugs Controller of the concerned state within preceding six months from the date of the publication of the tender	Non-Conviction Certificate issued by the Central/ State Drugs Controller to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the last three years in respect of any of the drugs for which prices have been quoted by the tenderer. In case DCGI does not mention the name of the molecules in their certificates, a relevant undertaking will be provided with list of Drugs/ molecules along with non-conviction certificate, by the tenderer in addition to the above mentioned certificate. Non-conviction certificate must have been issued by the Drugs Controller of the concerned state within preceding <b>one year</b> from the date of the publication of the tender
13	5.13.	Certificate on self-attested non-judicial stamp paper of ₹10/- stating that there is no vigilance/ SBI case pending against the firm and the firm has not been blacklisted/debarred on the date of submission of the bid by any Central Govt./ State Govt. department/ hospital/ PSUs etc. bidder should also provide information regarding blacklisting/ debarring of the firm in last three years (2019-20, 2020-21, 2021-22) by any government or Private organisation/ Hospital. In case of any false information provided or concealed information by any bidder, the bidder shall be debarred for two years and EMD/Bid Security/ Performance Security submitted by the firm shall be forfeited	Form -13

14	5.15.	<p>The manufacturer should give an undertaking to the effect that they will be legally bound to supply the medicines/drugs, for which they have quoted the rates in the tender during the validity of the contract and even in extension period also. In case, they fail to execute any purchase order placed to them within the agreed time period from the date of placement of purchase order, they will be liable for action against them as per tender terms</p>	Form -14
15	5.16.	<p>Manufacturer has to submit an affidavit of ₹50/- (Rupees Fifty only) duly signed by the Notary as under:  5.16.1. "The pharmaceutical firm hereby declare that the drugs/items sold to the NIMHANS under this contract shall be of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the description clauses hereof and the pharmaceutical firm/bidder hereby guarantees that the said drugs/items would continue to conform to their description/ specification and the provisions of law as stated in the contract and that notwithstanding the fact that the NIMHANS officials may have inspected and/or approved the said drugs/items. If the same be discovered not to conform to the description and quality aforesaid or have deteriorated, the decision of the NIMHANS in that behalf will be final and conclusive. NIMHANS will be entitled to reject said drugs/items or such portion thereof as may be discovered not to conform to the said description and quality in the manner as prescribed. Such rejection of the drugs/items will be at the seller's risk and all the provisions herein contained relating to rejection of drugs/items etc. or such portion thereof if is rejected by the purchaser. Nothing herein contained shall prejudice any other right of NIMHANS in that behalf under this contract or otherwise".  5.16.2. The Bidder submits stating that the drugs, which are being quoted, are not banned under Section 26 (A) of Drugs &amp; Cosmetics Act. Or any other provision of law prevailing in India.  5.16.3. It is declared that the firm/ company and any of its Director/ Proprietors/ Partners/ Authorized signatories are not convicted / a criminal case filed against or pending in any court of India by any department of Government of India and State Governments under prevention of Corruption Act or for cheating/ defrauding Government/</p>	Form -15

		embezzlement of Govt. fund or any criminal conspiracy in the said matter. 5.16.4. The Bidder submits an undertaking that it is not submitting bid for any drug/ combination of drugs which is not approved by DCGI". 5.16.5. Company/Authorised Signatory has to submit an affidavit giving address of Manufacturing units and their license numbers	
16	5.19.	The tenderer should not be convicted/ or a criminal case filed against or pending in any court of India by any department of government under prevention of Corruption Act or for cheating/ defrauding Govt./ embezzlement of Govt. fund or any criminal conspiracy in the said matter. Should submit an notarized affidavit to this effect	Form - 16
17	14.7.	The Bidder is permitted to supply the ordered quantity in phases not exceeding two:  PHASE-I: Deliveries should be made with not less than 50% of the quantities of each item ordered within 15 working days or the period entered in the agreement from the date of receipt of the purchase order. PHASE-II: The remaining quantity of each item ordered should be delivered within another 15 working days or the period entered in the agreement.	This shall be as per the terms and conditions of the agreement between NIMHANS and the successful bidders, with the maximum of 30 days or variable depending on the molecule.
18	Bid Submission	Regarding Submission of Technical Bid: - we hereby request you to please clarify that the Technical bid is to be submitted online only or Hard Copies of the bid required to be submitted with the Hospital. If needed the hard copies submissions please define the place to submit the Physical Bid.	Only online. As per the Karnataka E-procurement portal.
19		As per tender conditions will all the products be accepted from primary manufacturers or loan licenses manufacturers products will also be accepted as per previous tender.	Only Primary Manufacturers and Import License holders are eligible
20		Manufacturing and market standing certificates shall be issued as per state drugs department format. Please confirm. Also market standing certificates are asked for 2019-2020, 2020-2021, and 2021-2022. So the certificate may have been issued after 1.4.2022. So kindly accept the certificate after 1.4.2022	May be acceptable only if it is of the previous completed years
21		GST Changes, shall be applicable upwards or downwards as applicable in future.	It shall be base price and applicable taxes.

22		GOODS ITEM TEMPLETE WHERE TO BE UPLOADED	Goods item template need not to upload
23		COMMON CHECKLIST	Already uploaded in annexure B
24		We have different divisions namely Bioshields, Microxpress, kindly allow us to quote & upload all the documents of our different divisions in single tender as you have asked for products, which fall under different divisions	Submit the tender as per Terms and Conditions

6. Product specifications may be clarified as detailed below:

Sl. No.	Point No.	Queries raised by /Original Tender / Specification	Modified / Amended
1	Drug Code 113	Inj. Diclofenac 75mg IV only	NON-IONIC IODINATED CONTRAST: MONOMER: IODINE CONCENTRATION 400MG/ML – 100ML BOTTLE
2	Drug Code 114	Inj. Diclofenac 75mg IM/ IV	Inj. Diclofenac Sodium IP 75MG/ML 1ML AMP. IM/ IV
3	Drug Code 339	NON-IONIC IODINATED CONTRAST: DIMER: IODINE CONCENTRATION 320/270MG/ML – 100ML BOTTLE	NON-IONIC IODINATED CONTRAST: DIMER: IODINE CONCENTRATION 320MG/ML – 100ML POLYPROPYLENE BOTTLE
4	Drug Code 340	NON-IONIC IODINATED CONTRAST: MONOMER: IODINE CONCENTRATION 300MG/ML – 100ML BOTTLE	NON-IONIC IODINATED CONTRAST: MONOMER: IODINE CONCENTRATION 300MG/ML – 100ML POLYPROPYLENE BOTTLE
5	Drug Code 343	SODIUM TETRADECYL SULPHATE 2ML 1% (10MG/2ML)	350mg/500ml bottle with tubing solution for Non-Ionic Iodinated Contrast : Monomer ; Iodine concentration - 350mg/ml in 500ml POLYPROPYLENE BOTTLE
6	Drug Code 457	Ointment Silver Sulfadiazine 1% w/w 240gms.	Ointment Silver Sulfadiazine 1% w/w 250gms.
7	Drug Code 585	LIQ CHLORHEXIDINE GLUCONATE SOLUTION BP 20% V/V 4%W/V 500ML BOTTLE/JAR	LIQ CHLORHEXIDINE GLUCONATE SCRUB IP 20% V/V 4%W/V, MUST HAVE EFFICACY PARAMETER LIKE EN 1499 to ensure the quality of product and safety for users - 500ML BOTTLE/JAR
8	Drug Code 586	LIQ CHEMICALLY BONDED FORMALDEHYDE WITH GLUTRALDEHYDE FOR QUICK SURFACE ENVIRONMENT DISINFECTANT 5 LITRES CAN	LIQ Chemically Bound Formaldehyde with Glutraldehyde Surface / Environment Disinfectant Virucidal and Antimicrobial - 1, 6 Dihydroxy 2, 5 dioxyhexane (Chemically bound formaldehyde) Glutaraldehyde - 5 Litres capacity

9	Drug Code 594	Anti-Septic Lotion containing Octenidine HCL 150ml bottle	Anti-Septic Lotion containing Octenidine HCL 150ml / 500ml bottle
10	Drugs Code 600	Polymeric Biaguanide Hydrochloride 10% (Alkyl Dimethyl Benzyl Ammonium Chloride & Didecyl Dimethyl Ammonium Chloride) 10% With Added PHMB (Sanihiegene) 1litre	Polymeric Biguanide Hydrochloride 10% (Alkyl Dimethyl Benzyl Ammonium Chloride & Didecyl Dimethyl Ammonium Chloride) 10% With Added PHMB - Antimicrobial efficacy and Virucidal Activity, should be biodegradable - 1litre
11	Drugs Code 601	Polymeric Biaguanide Hydrochloride 10% (Alkyl Dimethyl Benzyl Ammonium Chloride & Didecyl Dimethyl Ammonium Chloride) 10% With Added PHMB (Sanihiegene) 5 liter	Polymeric Biguanide Hydrochloride 10% (Alkyl Dimethyl Benzyl Ammonium Chloride & Didecyl Dimethyl Ammonium Chloride) 10% With Added PHMB - Antimicrobial efficacy and Virucidal Activity, should be biodegradable - 5 litre
12	Drug Code 602	2 Propanol 40gm, 1-Propanol 22gm (Equivalent To 69% Alcohol-Contain 100gms (Sanocid RF) -1000ml	2 Propanol 40gm, 1-Propanol 22gm (Equivalent To 69% Alcohol-Contain 100gms -1000ml
13	Drug Code 603	2 Propanol 40gm, 1-Propanol 22gm (Equivalent To 69% Alcohol-Contain 100gms (Sanocid RF) -250 ml	2 Propanol 40gm, 1-Propanol 22gm (Equivalent To 69% Alcohol-Contain 100gms - 250 ml
14	Drug Code 610	CHLORHEXIDINE MOUTHWASH	Chlorhexidine Gluconate Solution IP eq. to Chlorhexidine Gluconate 0.2% w/v Aqueous base q.s. Packing :- 100ml/150ml/500ml/1 Litre

**Note:**

a) Critical Date Sheet

Event	Actual Tender	Amended / may be read as
Last date of submission of tender	09.02.2023 at 11:00AM	20.02.2023 at 11:00AM
Technical Bid opening	10.02.2023 at 11:00AM	21.02.2023 at 11:00AM

b) All other Terms and Conditions of the Tender remain same. And any other queries raised/ pertaining to terms and conditions are applicable as per tender

- ❖ Any change / Corrigendum will be published in NIMHANS/ Karnataka e-procurement portal only.
- ❖ For clarification of product specification, contact 080-2699 5246. For tender conditions, contact : 080-26995203/5205/5211/5207

  
**Medical Superintendent**

चिकित्सा अधीक्षक  
 राष्ट्रीय मानसिक स्वास्थ्य और  
 तंत्रिका विज्ञान संस्थान, बेंगलूर

**Bank Guarantee form for Performance Security**  
(As per clause -3.2.)

WHEREAS .....(Name and Address of the Manufacturer)  
(hereinafter called "the Manufacturer") has undertaken, in pursuance of Rate Contract No.-  
----- dated ----- valid from ----- to ----- for supply of -----  
------(insert description of goods) to NIMHANS, Hosur Road, Bengaluru- 560029  
(Hereinafter called "the Purchaser")

AND WHEREAS it has been stipulated by you in the said contract the manufacturer shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the manufacturer such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the manufacturer, up to a total of ----- (insert amount of the Performance Security in words and figures), and we undertake to pay you, upon your first written demand declaring the manufacturer 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 the manufacturer before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of the contract documents which may be made between you and the manufacturer 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 will remain in force up to ----- (insert last date of currency of Rate Contract plus extension period (if applicable) plus additional Ninety days) and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature with date of the authorized officer of the Bank)

-----  
Name and Designation of the Officer

-----  
-----  
Seal, name & address of the Bank and address of the Branch



**Affidavit**  
(Non-judicial stamp paper of ₹10/-)  
(As per Clause 4.1.17 & 5.13)

This firm ..... (Name of the firm) has no vigilance/ CBI case pending against it and the firm has not been blacklisted/debarred by any Central government/ State Govt. departments/hospital/PSUs etc. on the date of submission of the bid. The firm enclosed information regarding blacklisting/debarring the last three years (2019-20, 2020-21 and 2021-22) by any government of Private Organisations/hospital. In case of any false information provided / concealed information by any tenderer, the tenderer shall be debarred for two years and EMD/ Bid Security/ Security Deposit submitted by the firm shall be forfeited

Signature of the authorized person

Name:

Address :

Seal :

**Undertaking**

(As per Clause 4.1.18 & 5.15)

This firm \_\_\_\_\_ legally bound to supply the drugs/medicines/medical devices/ surgical at the quoted rates in the tender during the validity of the contract. In case, of failure to execute any purchase order placed within the time period mentioned in the agreement from the date of placement of purchase order, the firm will be liable for action against it as per tender terms

Signature of the authorized person

Name:

Address :

Seal :

**Notarized Affidavit**  
(Non-judicial stamp paper of ₹50/-)  
(As per Clause 5.16)

"The firm hereby declares that the drugs/items sold to the NIMHANS under this contract shall be of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the description clauses hereof and the pharmaceutical firm/bidder hereby guarantees that the said drugs/items would continue to conform to their description/specification and the provisions of law as stated in the contract and that notwithstanding the fact that the NIMHANS officials may have inspected and/or approved the said drugs/items. If the same be discovered not to conform to the description and quality aforesaid or have deteriorated, the decision of the NIMHANS in that behalf will be final and conclusive. NIMHANS will be entitled to reject said drugs/items or such portion thereof as may be discovered not conforming to the said description and quality in the manner as prescribed. Such rejection of the drugs/items will be at the seller's risk and all the provisions herein contained relating to rejection of drugs/items etc. or such portion thereof if rejected by the purchaser. Nothing herein contained shall prejudice any other right of NIMHANS in that behalf under this contract or otherwise".

The Bidder submits stating that the drugs, which are being quoted, are not banned under Section 26 (A) of Drugs & Cosmetics Act. Or any other provision of law prevailing in India.

It is declared that the firm/ company and any of its Director/ Proprietors/ Partners/ Authorized signatories are not convicted / a criminal case filed against or pending in any court of India by any department of Government of India and State Governments under prevention of Corruption Act or for cheating/ defrauding Government/ embezzlement of Govt. fund or any criminal conspiracy in the said matter.

The Bidder submits an undertaking that it is not submitting bid for any drug/ combination of drugs which is not approved by DCGI".

Company/Authorised Signatory has to submit an affidavit giving address of Manufacturing units and their license number

Signature of the authorized person

Name:

Address :

Seal :

Signature and Seal of Notary

**Declaration**  
(As per Clause 5.19)

The tenderer should not be convicted/ or a criminal case filed against or pending in any court of India by any department of government under prevention of Corruption Act or for cheating/ defrauding Govt./ embezzlement of Govt. fund or any criminal conspiracy in the said matter.

Signature of the authorized person

Name:

Address :

Seal :

Undertaking  
(As per Clause 5.14 & 4.1.16)

“The manufacturer \_\_\_\_\_ hereby declares that the goods/articles sold to the NIMHANS, Bengaluru under this contract shall be of the best quality and shall be strictly in accordance with the specification and particulars mentioned in the description clauses hereof and the manufacturer hereby guarantees that the said goods/articles would continue to conform to their description and quality for a period of one year from the date of delivery of the said goods/articles or such portion thereof as may be discovered not to conform to their of the said goods/articles or such portion thereof as may be discovered not to conform to the description and quality. Such rejection of the goods/ articles will be at the manufacturer’s or its authorized supplier’s risk and all the provisions herein contained relating to rejection of goods etc., or such portion thereof if rejected by the NIMHANS, Bengaluru shall be applicable. Otherwise, the manufacturer shall pay to the NIMHANS such damages as may arise by reason of the breach of conditions herein contained. Nothing herein contained shall prejudice any other right of the purchase in that behalf under this condition or otherwise”.

Signature of the authorized person

Name:

Address :

Seal :

Signature and Seal of Notary