



TENDER NOTIFICATION

NIMH: HOS: TENDER DRUGS & SURG: 2013-2014

Dated: 21.01.2013

1. Sealed Tenders are invited from the Primary Manufacturers or Import License Holders (in respect of imported items only) **FOR SUPPLY OF VARIOUS KINDS OF DRUGS, CHEMICALS, SURGICALS & MISCELLANIOUS ITEMS REQUIRED IN THE INSTITUTE FOR A PERIOD OF 24 MONTHS FROM THE DATE OF ISSUE OF RATE CONTRACT. THE VALIDITY OF RATE CONTRACT IS FROM 01.04.2013 to 31.03.2015.** Tenderer can download the tender form and other details from the NIMHANS Website. The filled tender forms should be submitted on or before 21.02.2013 along with DD for Rs.1000/- drawn in favour of the Director, NIMHANS. In case the DD is not enclosed, the tender will be summarily rejected. Separate tenders should be submitted for 1) Drugs, Chemicals & Surgicals and 2) Surgicals & Miscellaneous items. DD for Rs.1000/- should be enclosed with each of the tender forms.

“A primary manufacturer” is defined as a Person/Company having an own manufacturing unit that performs all the manufacturing & processing operations needed to produce drugs in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling & quality testing with a valid license under Drugs & Cosmetics Act, 1940 & Rules but does not include loan licenses.

“Loan License Manufacturers” (Manufacturers engaged in manufacturing under, ‘Loan License’ obtained under the Drugs & Cosmetics Act, 1940 & Rules) **are not considered as Primary Manufacturers and hence are not eligible.**

2. Tender not submitted in the prescribed form within due date will be rejected.
3. The tenderers who are non-residents of Bangalore should make arrangements to supply the items from their Bangalore Depots/Local Distributors/ Stockiest and clearly specify that, local supply will be made and also indicate the name and address of the local agent, otherwise the tender will be rejected.
4. Tender of only those Tenderers who fulfill the terms and conditions of this tender will be considered for evaluation & will be allowed to participate in the process. **No distributors/stockiest will be allowed to participate in the processing of tender.**
5. The Tenders will undergo evaluation at every stage of processing and any tender found at any stage not in conformity with the stipulated Tender conditions including specifications/found to have furnished defective documents/incomplete documents/samples of the items found not in conformity with the specifications or found defective either physically or analytically will be rejected.
6. Those who intend to submit tender documents can attend the pre tender meeting to be held on 01.02.2013 from 10 A.M to 01 P.M at Ashwini Hall, Ashwini Block of this institute.

7. Schedule of Events:

a. Commencement of download of Tender form from NIMHANS website	21.01.2013
b. Pre Tender meeting (10:00 AM to 01:00 PM)	01.02.2013
c. Last date of submission of filled Tender forms along with DD of Rs. 1000/ and samples wherever applicable.	21.02.2013 Up to 4 PM
d. Opening of Cover A (Technical Bid) at Ashwini Hall, NIMHANS	22.02.2013, 23.02.2013 at 10 AM.

8. Opening of Financial Bid (Cover 'B'):

Cover 'B' of only those responsive Tenderers of Technical Bid (Cover A) will be opened on a date notified/informed to the responsive Bidders.

9. Filled in Tenders should be submitted in sealed envelopes to the REGISTRAR, NIMHANS on or before 21.02.2013, 4.00 PM.

Director and Tendering Authority

ANNEXURE A of TENDER NOTIFICATION NO. NIMH:HOS:TENDER DRUGS & SURG:
2013-2014 DATED 21.01.2013.

TENDER OFFER FORM

Affix the
Photograph of the
person signing the
document attested
by a Gazetted
Officer

TO:
The Director,
NIMHANS
BANGALORE - 560029.

Sir,

I/We have examined the tender documents in connection with the supply of Drugs, Chemicals & Surgicals and Surgicals & Miscellaneous items to your Institute under Rate Contract for the years April 2013 to March 2015 called by you. I/we, the undersigned offer to supply and deliver the Drugs, Chemicals & Surgicals and Surgicals & Miscellaneous items in conformity with the terms and conditions of the tender at the rates quoted in the Annexure if the contract is awarded in my/our favour.

I/We understand that the quotation offered shall be valid for a period of Twenty four months from the date of finalization of the contract which may further be extended by another three to six months if required by you.

I/We undertake if our quotation is accepted, I/We will enter into contract to deliver the goods in accordance with the delivery schedule.

I/We agree to abide by this tender for the period up to the end of March 2015 or Extended Period.

I/We undertake to deposit Security Deposit amount in accordance with the terms and conditions of the tender if our offer is accepted.

I/We understand that you are not bound to accept the lowest or any quotations you may receive.

Date: _____ Signature of Authorised Signatory
Place: _____ Name in Capital:
Capacity:
Phone No. _____ Fax No: _____ Seal of the Firm:
Mobile No.:

Name & Address:.

i. Official address:

ii. Residential address:

Note: 1 The quotations shall be indicated in the format attached 2. Quotations not in the format will be rejected. Please indicate the designation and enclose the authority of the person signing the document.

ANNEXURE - B

**ANNEXURE B of TENDER NOTIFICATION NO. NIMH:HOS:TENDER DRUGS & SURG:
2013-2014 DATED 21.01.2013 (TO BE FILLED BY THE TENDERER)**

List of Documents to Be Enclosed Along With the Tender for Supply of Drugs, Chemicals & Surgicals and Miscellaneous items to NIMHANS for the Period 2013-14

Sl No.	Document	Yes (Y) or No (N) or Not applicable (NA)	Document No. & Date
1	DD for Rs.1000/- towards Application Fee		
2	Earnest Money Deposit(EMD) A) Drugs, Chemicals & Surgicals Rs.50000/- B)Surgical & Miscellaneous Items Rs.50000/-		
3	Sales Tax / VAT Certificate for the Preceding Three Years (2009-2010,2010-2011,2011-2012)		
4	Annual Turnover Statement for the Preceding Three Years (2009-2010,2010-2011,2011-2012)		
5	Copies of Balance Sheet and Profit & Loss Account for the Preceding Three Years (2009-2010,2010-2011,2011-2012)		
6	Attested Copy of the up to date Manufacturing License		
7	Notarized or Original "No Conviction Certificate"		
8	List of Samples Submitted		
9	For IMPORTED items: a) Copy of Valid Import License. b) Notarized Copy of Registration Certificate Issued by the Drug Controller General of India, New Delhi. c) WHO-GMP Certificate.		

Note: DD for Rs.1000/- towards Application Fee should be attached to Annexure –A. It should not be placed inside Cover – A OR Cover – B .

Telephone : Office
Residence
Mobile

Address:

Signature of Authorised Signatory

Name in Capital Letters

Designation

Seal of the Firm

Note: This document should be placed in Cover 'A' (Technical bid).

TERMS AND CONDITIONS OF THE TENDER

1. Separate Quotations have to be submitted for (a) **Drugs, Chemicals & Surgicals (Listed as Annexure C)** (b) **Surgicals & Miscellaneous Items (Listed as Annexure D)**.
 - 1.1 The Tender shall be submitted only if the Bidder is agreeable to all the Terms and Conditions of this Tender, which includes the Description and Specifications of the Items mentioned therein.
 - 1.2 The Bidder shall submit the tenders in two separate covers called Cover-A and Cover-B.
 - a. One Cover shall be super-scribed “**COVER-A RC-2013-15 (TECHNICAL BID) FOR DRUGS, CHEMICALS & SURGICALS**”.
 - b. Second Cover shall also be super-scribed “**COVER-B RC-2013-15 (FINANCIAL BID) FOR SUPPLY OF DRUGS, CHEMICALS & SURGICALS**”.

Note: Separate Cover ‘A’ and Cover ‘B’ should be submitted for:

 - i. **Tenders for Drugs, Chemicals & Surgicals (Listed as Annexure C)**
 - ii. **Tenders for Surgicals & Miscellaneous items (Listed as Annexure D)**

in case the bidder wants to submit tender for both groups of items.
 - 1.3 The Drugs, Chemicals & Surgicals and Surgicals & Miscellaneous items required are listed category-wise with specific Code numbers in Annexure C and D respectively..
 - 1.4 The Bidder shall fill in the “Tender Offer Form” (provided in Annexure A) and submit in two copies marked “ORIGINAL” and “COPY”.
 - 1.5 Irrespective of the terms and conditions the bidder may have specified, only the terms and conditions specified in this tender shall be binding on the bidder and the tendering authority.
2. The Bidder shall submit the tender in the manner described hereunder:-
 - A. THE ‘COVER – A’ (TECHNICAL BID) SHALL CONTAIN ONLY DOCUMENTS LISTED HEREUNDER:**
 1. Demand Draft/Banker’s Cheque EMD (Earned Money Deposit) of Rs. 50,000/- (Rupees Fifty Thousand only) in respect of Drugs, Chemicals & Surgicals and Rs. 50,000/- (Rupees Fifty Thousand only) in respect of Surgicals & Miscellaneous items towards Earnest Money Deposit.
 2. Attested Photocopy of Sales Tax Clearance Certificate in the valid format of the Commercial Tax Department for the previous three accounting years issued by the Commercial Tax Department i.e Tax cleared upto 31.03.2010, 31.03.2011 and 31.03.2012.
 3. Annual Turnover Statement for 3 preceding years certified by the Commercial Tax Officer / Chartered Accountant i.e for the years 2009-10, 2010-11 and 2011-12. **Average turnover should be Rs.50,00,000/- (Fifty Lakhs) for SSI & Rs. 3,00,00,000 (Three Crores)** for the tenderer for the above said periods.
 4. Copies of Balance sheet & Profit and Loss Account for the years 2009-10, 2010-11 & 2011-12 duly certified by the Chartered Accountant / Auditor.

5. Attested copy of the Manufacturing License issued under the Drugs and Cosmetics Act, 1940 and Rules duly renewed upto date along with the list of products permitted (Items to be quoted) wherever applicable otherwise it will be treated as “Non-Responsive”
In case of Manufacturing License applied for renewal it is insisted to Produce the validity Certificate from the licensing authority in respect of their license that it continues to be valid during the period of Tender process i.e. after submission for renewal, till the time the license is actually been renewed.
6. Notarized or Original ‘No Conviction Certificate’ issued by the Drug Control Authority exercising powers under Drugs and Cosmetic Act and Rules to be enclosed. It should be valid for preceding three years i.e. 01.04.2009 to 31.03.2012.
7. **Detailed list of samples submitted should be enclosed. A copy of the same should be kept in the sealed container containing samples.**
8. For imported items copy of the valid updated import license & Registration certificate issued by Drug Controller General of India – as well as WHO-GMP Certificate duly attested or notarized.
9. List of items quoted (The name and the code number of the items quoted alone should be furnished and the **rates of those drugs should not be indicated in this list**).
10. Declaration form from the bidder in the format enclosed as Annexure B has to be furnished.
11. Attested copy of valid SSI Certificate issued by Director of Industries and Commerce, wherever applicable should be furnished.
12. ISI or equivalent Certificate issued in respect of gloves has to be furnished
13. FFS/BIS/ISI/ISO/WHO/UNICEF Certification wherever applicable notary attested copy to be submitted .

Note:

- a. The Originals of all documents which are submitted in Photocopies or notarized copies should be submitted for verification on the date of opening of Tender or within 10 days from the date of opening of the tender, failing which the bidder will be treated as Non-Responsive and his tender will be rejected without notice.
(Please Note: “No written notice would be sent to invite the originals”)
- b. The Bidder quoting for items under import license shall produce the above listed documents pertaining to their parent manufacturers duly certified and formalized as per the prevailing international norms or bilateral agreements between India and the exporting country.
- c. Tender documents shall not be transferable.
- d. However, in case of ‘NEW DRUGS’ as defined at Rule 122-E of the Drugs and Cosmetics Act, which may fall short of 3 years Market Standing, the bidder is allowed to claim it as a new Drug as defined. In which case:
 - i. The bidder should furnish the Market Standing Certificate for the period over which he has manufactured and sold.
 - ii. The bidder should furnish a synoptic statement of TEST REPORTS of all the batches FROM THE FIRST BATCH ONWARDS he has manufactured and sold, batches from the first BATCH ON WORDS he has manufactured and sold duly signed by the bidder himself.

14. Tenderer quoting for items under Import License shall produce the following documents:

- a) Notarized copy of Import License
- b) Notarized Copy of Registration Certificate Issued by the Drug Controller General of India, New Delhi.
- c) WHO – GMP Certificate.

B. THE 'COVER-B (FINANCIAL BID) SHALL CONTAIN THE ORIGINAL AS WELL AS A COPY OF THE FOLLOWING:

1. List of items and rates quoted in the prescribed form vide Annexure 'C' or Annexure 'D' as the case may be. Separate covers should be used for Annexure 'C' & Annexure 'D'.
2. The rate quoted per unit for landed price shall be inclusive of Excise duty, Freight Insurance, Customs duty, packing forwarding charges etc. **excluding VAT**.
3. **The rates quoted in column 7 of the list of items should be for the unit and specification given in the list of items. The bidder is strictly prohibited to change/alter specification or unit size given in the list of items.**
4. The bidder shall, duly sign all the sheets in the list of items. The name of the person shall be indicated in Block Letters (Capital) with date and the official seal of the firm or the company.
5. Both covers shall be Lac-Sealed separately and super-scribed as "RC-2013-15 & A/B Cover A/B, Tender for supply of Drugs, Chemicals & Surgicals and Surgicals & Miscellaneous items" and should be addressed to **THE DIRECTOR, NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES, Dr. M.H. MARI GOWDA ROAD, BANGALORE – 29.**

Both the Cover A and B shall be put in an outer cover. The outer cover should also be Lac-Sealed – tamper proof and super-scribed as "RC-1/2013-15 Cover A and B, Tender for Supply of Drugs & Chemicals and Surgical items". The Name and Address of the Bidder shall also be typed/written on all covers including the outer cover. Separate outer covers should be submitted for "Drugs, Chemicals & Surgicals" as well as for "Surgicals & Miscellaneous items". Each of these outer covers should contain respective Cover 'A' and Cover 'B'.

The Bidder shall note that the documents to be placed in Cover – B shall be in duplicate marking one as "ORIGINAL" and the other as a "COPY".

- a) In the event of any discrepancy with respect to the rates quoted, the purchaser reserves the right to accept the lowest rate.
- b) Both the copies shall be typed or written and shall be signed by the Bidder or by a person duly authorized to bind the Bidder to the Contract.
- c) All pages of the Tender except for printed literature if any enclosed shall carry the full signature of the person signing the Tender.

General Conditions:

1. The language of the Tender shall be in English. In case, the original documents are issued in vernacular, the translation certified by the authority signing the original / by a notary should be enclosed along with the original.
2. The Tendering authority may, at his discretion, extend the deadline for submission of Tenders, in which case, all rights and obligations of the Tendering authority and the tenders subjected to the previous deadline, will thereafter be subject to such extended dead-line.
3. Any Tender received by the Tendering authority through any means / Channel after the due date and time will be rejected.
4. The Tendering authority reserves the right to reject or to accept the tenders for the supply of all articles or any one or more of the articles tendered for in a Tender without assigning any reason.
5. **The Tenderer if selected should arrange for supply of items through local depots/representative. The names, address, phone number etc. of such Depots/representatives should be furnished along with the Tender.**
6. Cover "A" will be opened by the tender opening committee constituted by the Tendering authority at 10:00 A.M on 22.02.2013 and on 23.02.2013 in the ASHWINI HALL, located in the hospital premises of NIMHANS, BANGALORE-29 in the presence of bidder or their representative who may choose to be present.

Cover B of only those Tenderers, who satisfy the standard criteria, laid down by the NIMHANS on the basis of the details furnished by the bidder in Cover A, will be opened on a date and time notified to them.

7. **Entry to participate in the Tender Opening Committee Meeting is restricted only to one bonafide bidder or his Authorized Representative of the company. In case the authorized signatory to the tender is not able to participate in the tender opening meeting he/she shall authorize suitable official to participate in the said meeting. The official so participating in the meeting shall carry his/her photo identity card as well as authorization letter issued by the tenderer permitting him to attend the said meeting. In the absence of above mentioned documents it would not be possible to permit such person to attend the meeting.**
8. The bidder or his Authorized Representative who is present shall produce the authorization letter and sign in the Attendance Register evidencing his presence during the opening of tenders.
9. In the event of the date of submission or opening of tender, being declared as a holiday for the office of the Tendering authority, the due date for submission of tender and opening of tender will be the following working day at the same time.
10. The Bidder shall bear all costs associated with the preparation and submission of his tender and the Tendering authority / purchaser will in no case be responsible or liable for these costs. Regardless of the conduct or out-come of the Tendering process.

11. SUBMISSION OF SAMPLES

- a) Samples of Drugs, Chemicals & Surgicals (Listed as Annexure C) are required to be submitted to the Medical Stores of NIMHANS and the samples of surgicals and Miscellaneous items (Listed as Annexure D) should be submitted to the Hospital Necessary Stores (HNS) of NIMHANS Within 7 days from the last date for submission of the Tender.
- b) Cost of the samples shall not be payable by the Tendering Authority
- c) The samples submitted will not be returned to the bidder either successful OR unsuccessful under any circumstances.

12. QUOTATIONS

Tenders have been invited in the **Generic names of the Drugs & Chemicals and Miscellaneous items**. The bidders should quote the rates for the same. The composition and strength and specification of each product, should be as per details given in Annexure C and D. The rate quoted shall be for unit pack shown against each item in Annexure C and D. Also the pharmacopoeial specification IP/BP/USP etc wherever applicable should be clearly mentioned against each drug quoted as per provision of Drug & Cosmetic Act 1940 and Rules framed there under.

1. The quotations shall be the rate Inclusive of Excise Duty, transportation, insurance and any incidental charges, Customs Duty etc. on delivery basis to NIMHANS, as per orders according to the unit asked for. Tender for the supply of drugs, chemicals etc with conditions like “ AT CURRENT MARKET RATE” “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” ETC., shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The deliveries should be made as stipulated in the Purchase Order placed with successful bidders.
2. The quotations shall be in words as well as in figures in a legible manner in English Language.
3. All corrections shall be duly attested with full signature
4. No Column shall be left blank and shall be filled in words.
5. The rates quoted should not be linked to the quantum of the Order of destination.
6. **Each page of the quotation shall be signed with the seal of the Firm/Company.**
7. There shall not be any overwriting.
8. The rates quoted when accepted shall be binding on the Bidder for the entire Contract period
9. No bidder shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc committed by the bidders in the tender forms shall not be considered after opening of the tenders.
10. For Multivitamin and B-Complex preparations in parenteral /liquid/solid dosage forms should be quoted only for the specified formula in the tender.

13.EARNEST MONEY DEPOSIT

- a) The Earnest Money Deposit for the purpose of this tender is Rs. 50,000/- for Drugs, Chemicals & Surgicals and Rs. 50,000/- for Surgicals & Miscellaneous items, Earnest Money Deposit shall be in the form of Demand Draft/Banker's cheque from Nationalized Bank favoring, only Director NIMHANS, Bangalore. This should be enclosed with tender in Cover "A". **Earnest Money Deposit in the form of cheque/cash/postal order will not be accepted.**
- b) Deposit in any other form, which may have been made earlier, or any payment pending with the purchaser will not be adjusted towards this Earnest Money Deposit.
- c) The Earnest Money Deposit of unsuccessful Bidders will be returned in due course.

14. SECURITY DEPOSIT AND CONTRACT

a) The Bidder whose offer is accepted as L-I, L-II and L-III preferred tenders, on being informed, should execute a Contract Agreement on Karnataka Government Stamp paper in duplicate of the value of Rs.200.00 (Rupees Two hundred only) – cost to be borne by the bidder – as provided by Article 5 of the Schedule of Karnataka Stamp Act. A copy of the contract agreement will be given to the Bidder. The specimen form of agreement will be available in NIMHANS.

b) The successful bidder whose offer is accepted shall be required to pay a Security Deposit detailed as below:

Drugs, Chemicals & Surgicals.	Rs. 50,000.00
Surgicals & Miscellaneous items	Rs. 25,000.00

However, SSI Units are exempted from payment of Security Deposit.

- c) The agreement along with the specified "Security Deposit" should be submitted **within Ten Days** from the date of receipt of the intimation of the Acceptance of Offer.
- d) Agreement not accompanied by the Security Deposit or any partial agreement deleting certain items will not be accepted, and will be deemed as non-submission of agreement and violation of the Tender Condition and the Earnest Money Deposit of such bidders will be forfeited to NIMHANS WITHOUT NOTICE. Further, such bidder ceases to have any rights whatever in this regard with respect to his tender or the Rate Contract issued thereon. He is liable to be black listed also.
- e) i) The Earnest Money Deposit of such successful Bidder, who fails to execute the Agreement/who fails to furnish the Security Deposit all within the stipulated period/who furnishes partial agreement deleting/altering the specified clauses/items will be forfeited to NIMHANS and his tender will be rejected and the company will be blacklisted and he will also be liable for all damages sustained including the liabilities any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned by the Director, NIMHANS. Such damages shall be assessed by the Director, NIMHANS, whose decision is final in the matter.
- ii) The original agreement shall be with the Tendering Authority. The bidder shall collect the signed copy of the agreement on his own. The purchaser shall not be responsible for the loss of the copy not collected.
- f) Violation of any of the clause of the agreement shall be deemed as violation of Terms and Conditions of this Tender also.

- g) The Contractor is permitted to claim the Security Deposit on completion of the contract period including the extended period if any or after executing all the supplies satisfactorily, whichever is later. The refund of the Security Deposit shall be subject to satisfactory performance of the contract as per terms and conditions of contract. The Security Deposit not claimed within three years from the date of expiry of the contract shall be forfeited to NIMHANS without notice.

15. FALL CLAUSES

1. The price quoted shall not in any case exceed the maximum wholesale ceiling price (Bulk), if any fixed by the Government of India/NPAA/State Government or the Wholesale price fixed by the Bidder for General Market. The Bidder shall mention such fixed rates in the quotation sheet against each item quoted.
 - a. The rate quoted for the Drugs supplied under Rate Contract, in no event shall be more than the lowest price quoted at which the contractor sells his products of identical description to any other persons, State, Union Territory, Corporation Board, University, Trust, Local authority, Company or any others including his own dealer, distributor, stockiest, agent during the period of the currency of the Rate Contract.
 - b. If at any time during the period of contract, the Contractor reduces the Sale price of such products to any other persons, State, Union Territory, Corporation, Board University, Trust Local Authority, Company or any others including his own dealer, distributor, stockiest, agent during the period of the currency of rate contract at a price lower than the price quoted in this contract, he shall forth-with notify such reduction or sale to NIMHANS. The price payable under this contract shall correspondingly be reduced to the same extent as was sold to such others. Under no circumstances the rate quoted shall be higher than the price notified under Drugs Price Control Order issued from time to time.
2. Request for price revision due to increase in Excise Duty will be considered only for such batch or batches of products which have suffered such increase in Excise Duty. Correspondingly, the Contractor shall pass on the benefit due to decrease in or exemption of excise duty, to NIMHANS and should produce the Gate pass issued by the Excise Department.
3. The Contractor pleading for such price revision shall produce all the necessary comparative documents issued by the Competent Authority and shall also provide such additional information/documents, which the purchaser may desire for taking decisions.
4. Failure to notify the purchaser to pass on such benefits due to decreased excise Duty or Exemption accorded shall entail disqualification of the Contractor and forfeiture of the Security Deposit due if any.

16. STANDARDS AND SPECIFICATIONS

1. The drugs supplied shall conform to the quality Standards including the standards specified for packing materials under Drugs and Cosmetics Act and Rules framed there under.
2. The Drugs shall be labeled as per provisions under Drugs and Cosmetics Act of 1940 and the Rules made there under. The size of the label shall be proportionate to the size of the container.
3. IV Fluids supplied should be manufactured under Form Fill Seal technology in good quality polythene containers. Blood products should be supplied only after getting HIV and Hepatitis-B screening Certificate by an independent approved laboratory. A copy of these Certificates should be sent with every consignment and every invoice.
4. Further, unless otherwise specified all solid dosage forms should be in aluminum strips/blister packing.

5. The blister packing should be either one side or both sides aluminum.
6. In case blister packing with one side aluminum is supplied the other side should be of transparent poly material of sufficient strength.
7. The name of the item should be printed for every four tablets/capsules on the strip or the name should run continuously along the edge of the length of the strip to ensure identity on cutting the strip while dispensing.
8. The strip/blister pack should be effectively sealed to ensure protection of the tablet / capsule from the atmosphere moisture.

17.PACKING

1. Drugs requiring refrigeration or freezing for stability should specifically indicate storage requirements on labels and on each and every container and should be transported in appropriate containers to ensure stability in transit from the point of shipment to the destination.
2. The contractor shall provide such packing for the goods including the outer bulk packs, as it requires to prevent their damage or deterioration during handling and transit to their final destination as indicated in the orders.
3. The packing shall be strong enough to withstand, without limitation, rough handling during transit and exposure to weather conditions, prevailing in the Karnataka State during transit and storage.
4. The goods shall be packed using virgin packing materials in such a manner as to ensure delivery in good condition. The supplies packed in used/recycled containers will be rejected and such supply will be deemed as 'Sub-Standard' supply and such company will be liable to be blacklisted.
5. Supplies with smudged, corrected, over-written or masked labels due to whatever reason will be rejected. The logos printed should be such that they do not mask the contents of the label.
6. It should be ensured that only first use packaging material of uniform size including bottle and vial is used for making supplies.
7. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia and the Drugs and Cosmetics Act and rules.
 - a) The labels in the case of injectables should clearly indicate whether the preparation is for I.V/I.M/S.C etc.
 - b) Packs containing Ampoules shall be supplied with Ampoule cutters with every unit pack @ 1 cutter-file per 10 ampoules.

18. EXPIRY DATE

All products must indicate the Date of Manufacture and Expiry.

The stocks of drugs having date of expiry should be replaced with fresh stocks from the latest batch if informed 3 months before the date of expiry.

19. QUALITY, TESTING AND INSPECTION

- a. Purchaser reserves the right to test each batch or batches selected at random of the consignment received either at the time of receiving the goods or at any time during the shelf life of the product for test and analysis at any laboratory approved under the Drugs and Cosmetics Act and Rules notwithstanding the routine sampling that may be carried out by the Drugs Control and Regulatory authorities. Handling at the rate of Rs. 500/- per batch and testing charges as per actuals will be deducted by NIMHANS for the above purpose from the respective manufacturer.
- b. If the sample or samples is/are declared to be “NOT OF STANDARD QUALITY” OR SPURIOUS OR ADULTERATED OR MISBRANDED, such batch/ batches will be deemed to have been rejected. If the samples do not confirm to the statutory standards, the contractor will be liable for relevant action under the existing laws including prosecution.
- c. In case a batch tested declared as “ Not of Standard Quality”, the Contractor shall supply a fresh stock of “Standard Quality” equivalent to the entire quantity of the batch supplied earlier, irrespective of the quantity available in stock, within 30 days from the date of receipt of such communication.

20. VALIDITY OF QUOTATION

The rates quoted shall be valid for **24 months from the date of agreement entered with NIMHANS**. The validity period may be extended for three to six months at the discretion of the Tendering authority.

21. ORDERS AND DELIVERY SCHEDULES

- i. The Purchaser does not guarantee the quantity, which will be ordered. The quantity mentioned is only the tentative requirement and may increase or decrease as per the actual requirement. No claims shall lie against the Director, NIMHANS in this regard. The rate quoted should not vary with the quantum of the order.
- ii. The Purchaser reserves the right to order for only such quantity as may be necessary and the Contractor is bound to supply the ordered quantity only. Quantities supplied in excess will not be paid for.
- iii) The Contractor is permitted to supply the ordered quantity in phases not exceeding two.

Phase 1: Deliveries should be made with not less than 50% of the quantities of each item ordered within 15 days from the date of receipt of the supply order.

Phase 2: The remaining quantity of each item ordered should be delivered within another 15 days.

22.PENALTY CLAUSE:

- a) In case the supply is not completed fully as mentioned above, the purchaser reserves the right to cancel the order for non supplied quantity and proceed with the purchase of the same generically identical item from L-II or L-III (if specified in the R.C.) or from the open market in the order of preference.

- b) The difference of cost due to purchase from the next alternate source like L-II, L-III (if specified in the R.C) or open market in the same order of preference shall be recoverable from the Contractor as under:

Difference of cost between L-I and L-II from L-1
Difference of cost between L-II and L-III from L-II
Difference of cost between L-III and open market from L-III.

In case L-II and / or L-III are not specified in the rate Contract, the difference of cost shall be recoverable from L-1 with reference to the purchase price as the case may be.

23. PAYMENT CLAUSE:

- a) No advance payment will be made towards the supply. Payment will be made only after the supplies are effected as per the supply order.
- b) Payments towards the supply of drugs, chemicals will be made strictly as per rules of NIMHANS, Bangalore.
- c) No claims shall lie against NIMHANS, Bangalore, in respect of interest on Earnest Money Deposit or on Security Deposit.

24.REPLACEMENT OF ITEMS

- a) Items supplied in damaged or soiled condition or found “Not in conformity” with the accepted specification, will not be accepted and should be replaced at no extra cost to NIMHANS, WITHIN 10 DAYS FROM THE DATE OF RECEIPT OF INTIMATION.
- b) In case of dispute, regarding the non-conformity with the specifications, the decision of the Director, NIMHANS shall be final.

25.TERMINATION OF CONTRACT UNDER SPECIAL CIRCUMSTANCES

The Purchaser may without prejudice to any other remedy for breach of Terms and Conditions of Tender, by written notice of one month shall terminate the contract either in whole or part, stating reasons thereof.

26. DISPUTES AND JURISDICTION

In the event of any dispute arising out of the Terms and Conditions of the tender, such disputes would be subject to the jurisdictional courts in Bangalore, Karnataka.

27. THE PURCHASER RESERVES THE RIGHT TO BLACK LIST ANY TENDERER FOR THE FOLLOWING REASONS:

- a) Abnormal under-quoting.
- b) Non-executing of agreement and not making Security deposit within the stipulated time when his offer is accepted.
- c) Submission of False Documents.
- d) Supply of Spurious Drugs.
- e) Supply of Substitutes other than the approved sample.

- f) Recurrent delay in Supplies.
- g) **Manufacturers who have been notified as BLACK LISTED by the Central / Any State Government are not eligible for participation in this Tender. Such Tenders will be rejected even if received. If the tendering authority comes to know of such BLACK LISTED status of the Firm subsequent to the opening of the Tender / Acceptance of the Tender / Awarding of the Contract, all the deposits and dues of the Tenderers / Contractors shall be forfeited to NIMHANS and such Firms will be liable for Black Listing.**
- h) **NIMHANS reserves the Right to reject the Tender of the Black Listed companies whose past performance with NIMHANS or any similar Agencies was poor due to delayed and erratic supplies, frequent quality failures etc.**

28.SPECIAL NOTE

1. ALL SUPPLIES SHOULD ACCOMPANY ORIGINAL DELIVERY NOTE OR INVOICES.
2. PHOTOCOPIES/FAX COPIES OF THE DELIVERY NOTE OR THE INVOICE WILL NOT BE ACCEPTED.
3. NO COMMERCIAL INVOICES WILL BE ACCEPTED FOR THE EXCISABLE PRODUCTS
4. GOOD NON-ABSORBABLE PAPER SHOULD BE USED FOR THE DELIVERY NOTE AND INVOICES.
5. THE MATTER PERTAINING TO THE SUPPLIES SHOULD BE EITHER PRINTED OR TYPEWRITTEN OR LEGIBLY HAND WRITTEN ON THE DELIVERY CHALLAN OR THE INVOICE.
6. THE DELIVERY CHALLAN OR THE INVOICE SHOULD NOT CONTAIN ANY MATTER ON ITS REVERSE SIDE.
7. THE LABEL OF THE ITEM SUPPLIED UNDER THE CONTRACT SHALL NOT CARRY THE M.R.P.
8. THE GENERIC NAME OF THE ITEM SHOULD BE AS BOLD AS THE TRADE NAME, IF ANY.
9. THERMO-SENSITIVE DRUGS WHICH ARE TO BE STORED IN REFREIGERATORS SHOULD BE SUPPLIED UNDER SUITABLE COLD CHAIN SYSTEM ONLY.
10. ONLY PERMITTED COLOUR OF THE AMPOULE/VIAL SHOULD BE USED.
11. ALL DOCUMENTS OF DRUGS MOVEMENT LIKE DELIVERY NOTE CHALLAN, BILL/INVOICES SHOULD CARRY THE GENERIC NAME WITH TRADE NAME IF ANY, MAKE, BATCH NUMBER, EXPIRY DATE.
12. NIMHANS RESERVES THE RIGHT TO PURCHASE THE ITEMS OVER & ABOVE THE QUANTITY MENTIONED IN THIS TENDER DURING THE CONTRACT PERIOD.
13. IN ALL THE ABOVE CONDITIONS, THE DECISION OF THE DIRECTOR, NIMHANS, BANGALORE, SHALL BE FINAL AND BINDING.

Sd/-
REGISTRAR