

GOVT. MEDICAL COLLEGE JAMMU  
PURCHASE COMMITTEE No. 2  
HEALTH & MEDICAL EDUCATION DEPARTMENT

\*\*\*\*\*

**TENDER NOTICE No: 03 OF 2010**

\*\*\*\*\*

For and on behalf of the Governor of Jammu & Kashmir State, Sealed Tenders affixed with Rs.5/- revenue stamps are invited from the Original Manufactures/Firms who are already registered with Health & Medical Education Department of J&K State, for supply of "**Portable Pulse Oximeter**" As per detailed specifications given in the Tender documents for the year 2010-11.

These tender documents can be had on written request during all working days upto **08-06-2010** against the Non-refundable cash amount of Rs. 500/-in general and Rs.100/-for local SSI Unit holders from the office of the Principal, Govt. Medical College, Jammu/Srinagar.

The details of the tender documents are also available on the website i.e [www.gmcahjammu.org](http://www.gmcahjammu.org). Those tenderers who are registered with the Health & Medical Education Department, J&K may download the tender document from the website, but in that case a draft of Rs. 500/- (Rupees five Hundred Only) for General and Rs. 100/- (one hundred) (for SSI Unit) as the case may be payable to Member Secretary Purchase Committee No:-II, Govt. Medical College Jammu as cost of tender should be enclosed otherwise the tender shall be rejected.

The tender on the prescribed proforma shall be submitted in a single big size envelop containing three envelopes one for "**Technical Bid**" second for "**Financial Bid, in original**" and third for "**Financial Bid in Duplicate**" duly sealed and super-scribed as tender for "**Portable Pulse Oximeter**" the year 2010-11 addressed to the **Chairman Purchase Committee No.-II, Govt. Medical College Jammu** should reach the Office where from tender documents have been purchased by or before **10-06-2010 upto 2:00p.m.** The sealed tender(s) should be handed over personally at the concerned office and receipt obtained or can be sent by a Registered Post. Tenders received after due date shall not be entertained. The postal delay shall not be the responsibility of the department The tender(s) will be opened by the Purchase Committee or by an officer duly authorized by the Chairman/ Member Secretary of the Purchase Committee on **14-06-2010** at **11:00 a.m.** or any subsequent and convenient date, after the tenders are received, in presence of any intending supplier or any other authorized representative who may be present in the office of the Purchase Committee No:-II, Govt. Medical College Jammu.

The Purchase Committee, H&ME Department reserves the right to accept or reject any tender or any part of the tender without assigning any reasons thereof.

The intending tenderer(s) shall have to deposit an amount of Rs 50,000/-(Rupees Fifty Thousand only) and for SSI unit holders the same shall be Rs.5000/-(Rupees Five Thousand only) for aforesaid group as token Earnest Money in the shape of CDR / FDR from any Nationalized Bank or Jammu and Kashmir Bank Ltd pledged to the Member Secretary, Purchase Committee No:-II, H&ME Department, Govt. Medical College Jammu. The tender without earnest money deposit shall out rightly be rejected.

The rates should be quoted against each item of the tender in both words and figures without cutting, tampering and transparent tape should be applied on quoted rates.

In the event of any of mentioned dates being declared as holidays/closed day for the purchase Organization, the tenders will be sold /receive/opened on the next working day at the appointed time. The tender documents are non-transferable.

Member Secretary  
Purchase Committee No. 2  
Govt. Medical College Jammu

**No: HME/PC No. 2/**

**Dated:**

Copy to the:-

1. Principal Secretary to Govt. Health & Medical Education Department, Civil Secretariat, Srinagar for information please.
2. Principal, Government Medical College, Jammu/Srinagar for inf. and necessary action.
3. Principal Government Dental College, Jammu/Srinagar for information
4. Director Health Services, Jammu/Kashmir for information
5. Director family Welfare, MCH & Immunization J&K Jammu for information
6. Director, Indian System of Medicines, J&K Jammu for information
7. Controller, Drug and Food Control Organization J&K Jammu for information
8. Joint Director Information Department Jammu for publication of Tender Notice in at least two leading local papers with largest circulation. The cuttings may be sent to this office for confirmation.
9. File.

## **TERMS & CONDITIONS OF TENDER**

### **GROUP:**

#### **PORTABLE PULSE OXIMETER FOR THE YEAR 2010-11**

1. The tenderer should be registered supplier of the Health and Medical Education Department.
2. The approved supplier shall carefully examine the conditions, specifications, size, make and Catalogue/drawings etc. of the goods to be supplied wherever applicable. In case of any doubts, he shall before signing the contract refer to the Head of the institution/Officer-in-charge and get clarifications.
3. The tender on the prescribed proforma shall be submitted in a single big size envelop containing three envelopes one for "**Technical Bid**" second for "**Financial Bid, in original**" and third for "**Financial Bid in Duplicate**" duly sealed and super-scribed as tender for "**PORTABLE PULSE OXIMETER**" for the year 2010-11 addressed to the **Chairman Purchase Committee No.-II, Govt. Medical College Jammu**. The Purchase Committee shall not be held responsible for any postal delay, if the tender is sent by post. Tenders not accompanied with the following latest documents alongwith other requisite documents at the time of submission of tenders shall be rejected at the appropriate level of the competent authority.
4. **Technical bid consists of the following documents:**
  - I. Earnest money deposits in the shape of CDR/FDR for Rs.50,000/- (fifty thousand) in case of general and Rs. 5000/- (five thousand) in case of SSI units shall be accompanied with the tender document. Please note that the tender Number, its due date and complete address of the firms should also be written **on the back side of the CDR/FDR so as to ensure its safe** return to the unsuccessful or successful tenderers as the case may be.
  - II. **The authority letter of the Principals (Original manufactures/ registered/approved firms) where-ever applicable.** The Authority letters should be latest and provision of fake/false authority letters will be considered an offence and such supplier shall be blacklisted for providing any supplies in the Department of Health & Medical Education Department, J&K State.
  - III. Sales Tax / VAT registration certificate.
  - IV. Latest sales tax/income tax clearance certificates (now called VAT) valid at the time of opening of the tender issued by the sales tax authority under relevant sales tax act and the amendments made thereafter from time to time.
  - V. **Non- Blacklisting Declaration:** The tenderer shall furnish a non-black listing certificate that the firm has not been blacklisted in the past by any Govt./ Private institution. The tenderer has to give an affidavit on non-judicial stamp paper duly attested on Rs. 50/- that there is no vigilance/CBI case pending against the firm/ supplier and the firm has not been blacklisted in the past in any institution of country.

- VI. **The item wise technical specification compliance statement with detailed catalogues of the product** should be provided by the bidder.
- VII. The SSI unit holders shall have to enclose a certificate to the effect that the Unit is existing on the date of issue of tender from General Manager, DIC concerned.

**The eligibility criteria of the bidders shall be as under:-**

The eligible criteria in shall be a minimum annual turnover of Rs. 15.00 crores of the Principal/Original manufacturer on whose written authority the bidder submits tender, duly authenticated by Income Tax department/supported by balance sheet certified by the Chartered Accountant.

**Financial Bid consists of following :**

- VIII. **“Price-Bid”** (Financial bid) properly sealed separately alongwith duplicate, super scribed as Tender for **“Portable Pulse Oximeter”** for the year 2010-11.
  - IX. Financial bids (Price bid) of only those tenderers shall be opened who qualifies in Technical specification Compliance Statement supported by product catalogues on the basis of Technical Evaluation report submitted by the experts of respective discipline.
5. No authority letter shall be accepted after the last date of submission of the tender. In case of any authority letter found forged/tampered, the firm is likely to face legal action against them under rules and forfeiture of their earnest money.
  6. The tender documents should be page marked and bearing signature with seal on each and every page.
  7. The rate quoted must be F.O.R. “Stores of the Govt. Medical College/Dental College/Health Services/ISM/Hospitals and any other Govt. institution dealing with patient care in Jammu/Kashmir Division”.
  8. The tenderer supplying indigenous goods or already imported goods shall quote in Indian Currency only.
  9. For imported goods, prices shall be quoted in any freely convertible currency say Dollar, Euro, GBP or Yen. As regard price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed/undertaken in India. Commission for Agent, if any and if payable shall be indicated in the space provided for the price schedule and will be payable in Indian Rupees only.
  10. Tender where prices are quoted in any other way shall be treated as non- responsive and rejected.
  11. The rates quoted should be inclusive of all taxes, duties, other charges like packing, forwarding etc. including entry tax, if any. No separate Tax/ Levies will be allowed. The rates should be quoted in accordance with the enclosed Price Schedule showing all components of charges.
  12. Rates Quoted should be typed and free from cutting and overwriting. No hand written quotation will be accepted. All pages of the

documents submitted should be numbered & total number of pages indicated in the index. Transparent tape should be applied on each quoted rates.

13. Details of documents enclosed with the tender forms should be mentioned in Proper Index serial wise duly flagged on the front page of your tender.
14. The document submitted by the firm with the tender will be opened in public in the presence of tenderers/representatives of the firms and the officers opening the tender will sign the tender documents.
15. The tenderer/ authorized representatives should point out to the Chairman/Member Secretary, Purchase Committee No. 2, GMC, Jammu, embitterment, if any, at the time of opening tenders/Pre-Tender meeting as notified; thereafter the tenderer/ authorized representative will have no legal right to confer or to represent on one ground or the other.
16. All the documents attached with the tender should be signed and sealed by the bidder it self.
17. No conditional tender shall be accepted. The committee reserves right to accept or reject any tender/ quotation without assigning any reasons thereof.
18. If the delivery is not effected on due date, the Chairman/Member Secretary, PURCHASE COMMITTEE/Head of the Departments of the respective institutions will have the right to impose penalty of the total cost of the supply order as under
  - i) First extension for the month on part thereof : @ 2%
  - ii) Second extension for an additional months : @ 3%
  - iii) In case of Non-supply : @ 75 %
19. Rates should be quoted for the superior quality material only with Nomenclature/catalogue with submission of samples (wherever required) duly marked with seal & signature of the firms.
20. In case any Tenderer, if charges higher rates for any item (items) more than the MRP, the action like forfeitures of earnest money/security money/ performance bank guarantee and removal of name from the list of the supplier shall be taken against the firm.
21. The Successful tenderer are bound to supply the material on the rates once quoted by them and once approved by the Purchase Committee. Any hike in tax on later stage will not be paid if not levied by the J&K Govt. However in the event of any revision in the existing rates of duties or introduction of any statutory duty and taxes imposed by the Government, the same will be paid extra on production of satisfactory documentary proof.
22. If in any case it is noticed that any manufacturer, firm, authorized dealer, approved supplier or any other agency is supplying item of similar specification lower cost than that of tenderer and approved as per this tender notice, the firm should have to make the supplies

at such lower rates and excess amount if any paid for supplies already made shall be recovered in lump sum.

23. If at any stage during the tenure of the tender the successful tenderer reduces the sales price lower than the quoted rates under agreement will forthwith notify such reductions of the sale price to the undersigned immediately.
24. All terms and conditions of tender notice shall conform part of the supply order/agreement.
25. The successful tenderer shall have to abide by the standard terms and conditions as laid down in the J&K book of financial rules/ codes and the conditions as per the contract.
26. **Warranty:** Five years Warranty from the date of installation and its successful commissioning at required site.
27. The details of AMC and CMC after the warranty period shall be mentioned separately. Any condition mentioned against each item in the list of items in tender document shall also be the part of the terms & conditions.
28. The rates contract shall remain valid for a period of one year from the date of issuance of relevant rate contract which can be extended for a period of 90 days or till such time the new rate contract is issued, whichever is earlier.
29. The successful tenderer should ensure immediate supplies if supply order is placed on to them and they are bound to supply material strictly as per the conditions approved by the Purchase Committee. If at any stage it is found that material supplied by the firms is not according to the approved Rate contract issued by the Purchase Committee, the **ACTION AS DEEMED FIT WILL BE TAKEN AGAINST THE FIRM.**
30. The experts may call for the sample/part(s) of the equipment for physical demonstration of the product. The tenderer(s) shall have to arrange the samples as per the given time by the experts and for that the no extra cost shall be paid by the department. Preference shall be given to the equipments having certifications like CE/US FDA.
31. The successful tenderer shall be responsible for execution of the supplies strictly in accordance with the contract in full and shall not in any case assign or sublet any part thereof. Suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual obligation on merits of each case, which can be forfeiture of Earnest money with holding of other deposits in Health and Medical Education Department as a whole or even black listing of the suppliers/ firms/ dealers/original manufacture.
  - i) If in case the tenderer fails to supply the material within the delivery period, the order will be liable to be treated cancelled and earnest money will be forfeited.
  - ii) The successful tenderer who fails to supply material according to the specifications of the material as

specified in supply order and as per the sample approved by the PURCHASE COMMITTEE, the earnest money shall be forfeited and the firm will be debarred for participating in future tenders of this hospital.

32. The successful tenderer shall have to execute an agreement in the prescribed form with the purchase officer concerned.
33. The Purchase Committee shall also be competent to alter/ modify the specifications of any item/ items for purchasing in the best interest of the Department during the process of finalization of a contract viz. Placement of supplier order.
34. All the stores supplied shall be of the best quality, specification, trade mark and in accordance with the approved standard, catalogue, samples if provided. In case of any articles supplied not being approved, shall be liable to be rejected or replaced and any expenses as a result of rejection or replacement of supplies, shall be entirely at the cost of tenderer.
35. The tenderer shall be responsible for the proper packing, so as to avoid damage under normal conditions of transport by rail, road or air and delivery of material in good condition to the consignee at the destination. In the event of any loss, damage, breakage, leakage or any shortage, the tenderer shall be liable to make good such loss and shortage found at the checking/ inspection/ verification of the materials by the consignee, no extra cost on such account shall be admissible.
36. The tenderer whose tender is accepted shall arrange the supplies within the stipulated period as prescribed by the purchasing officer concerned or as mentioned in the supply order, from the date of placement of order or as mutually agreed to as per the nature of the supplies.
37. If approved suppliers fail either to supply the goods of the prescribed specification or to deliver the goods within the specified period the purchasing officer shall be at liberty to arrange supplies either through re-tender or otherwise, after giving notice to the approved supplier and getting prior permission from the Chairman, Purchase Committee. The earnest money deposits and other deposits, if any, available with the department shall be retained to make the losses good for or any excess incurred by the State in arranging the supplies through any other agency. The validity period and delivery period can be extended if mutually agreed to.
38. In case of any dispute/ difference or doubts between the purchasing officer and the approved suppliers arises, the orders of the Chairman, Purchase Committee shall be final.
39. Legal proceedings that may arise at any time shall be subject to the jurisdiction of J&K Courts at Jammu/Srinagar only.
40. The supplies shall be accepted only in proper packing where-ever required in stores. The supplies meant for, in the Health & Medical Education Department, Jammu Division and be embossed as “**J&K Hospital Supplies and Not For Sale**”, wherever required.

41. The payment shall be made to the supplier after the receipt/ verification of materials, installation and successful commissioning of the equipment at the required site strictly as per supply order, through endorsed bills/ bank drafts etc. and the bank charges on account of remittance shall be made good from the payee.
42. No advance payment shall be authorized unless required under specific terms & conditions. Payment will be made only after the supply is made in the quantity ordered.
43. Either of the sales tax (only one tax) shall be payable i.e. Central or State.
44. Any other condition that is not indicated here can be incorporated in the supply order or agreement before execution of a contract if need be.
45. No separate conditions will be accepted and the conditional tenders will be out-rightly rejected.
46. Chairman/Member Secretary, Purchase Committee is competent and reserve the right to consider, ignore, or reject any tender at any stage without assigning any reason what so-ever.
47. All the ingredients of the Checklist and General instructions incorporated shall be treated as a part of conditions of the contract.

Signature with Seal  
Of the tenderer  
In acceptance

**CHECK LIST FOR THE TENDERERS  
TO BE ENCLOSED WITH TECHNICAL BID OF TENDER NOTICE**

**For  
“PORTABLE PULSE OXIMETER”**

**FOR THE YEAR 2010-11**

S.NO.	DOCUMENTS	ANNEXURE NO.	PAGE NO.
1	Earnest Money in the shape of CDR worth Rs.50,000/- (fifty thousand) in general Rs. 5000/- (five thousand) for SSI unit.		
2.	Technical Specification Compliance Statement supported by the catalogues.		
3.	Latest ISO Certificate		
4.	Minimum annual turnover of Rs. 15.00 crores of the Principal/Original manufacturer on whose written authority the bidder submits tender, duly authenticated by Income Tax department/supported by balance sheet certified by the Chartered Accountant.		
5.	Undertaking/ Letter of Acceptance		
6.	Non Blacklisting Declaration		
7.	Copy of manufacturing license (if any)		
8.	Valid sales tax/VAT clearance certificate		
9.	Copy of PAN Card		
10.	Manufacturer's Authorization/ Authority Letters of the principals. (The letter of Authorization should be on the letter head of the manufacturing firm / authorized distributor and should be sealed & signed by a person competent).		
11.	In case of SSI unit, enclose Permanent Registration Certificate issued by Industries Department supported with a certificate that the unit is in existence from General Manger, DIC concerned.		
	<b>Total No. of pages</b>		

- The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
- It is the responsibility of tenderer to go through the Tender Document to ensure furnishing all required documents in addition to above, if any.
- The tenderer should furnish all the relevant information mentioned in the checklist.
- All pages of the tenders should be page numbered and indexed.
- Wherever necessary and applicable, the tenderers shall enclose certifies copy as documentary proof/evidence to substantiate the corresponding statement.
- In case a tenderer furnishes a wrong or evasive statement, his tender will be liable to be ignored/rejected

**With Seal & Signature**

\_\_\_\_\_

\_\_\_\_\_

**(Full name, designation & address of the Tender)**

**UNDERTAKING/ LETTER OF ACCEPTANCE IN RESPECT OF TERMS &  
CONDITIONS OF TENDER NOTICE For "PORTABLE PULSE OXIMETER"  
FOR THE YEAR 2010-11**

Sir,

1. I / we do agree for all clauses, terms and conditions of the tender documents.
2. I / we agree to abide the contract for a period of **one year** to provide the services from the date of award of the contract and ready to work on the same rates, if extended for a further period of three months or till new contract is finalized.
3. I / we declare that our financial position is sound and we are competent to execute the supplies as & when allotted.
4. I/ we declare that we will not ask/ expect any financial assistance from the Govt. of Jammu & Kashmir State.

In acceptance  
(Signature and seal of the tenderer)

# Technical Specifications

## Portable Pulse oximeter

- Should be lightweight approx (200 gm) & portable, battery operated
- Oxygen saturation range should be in the range from (0%-100%)
- Pulse rate range from (18 to 300 pulse/min)
- Should have numeric display
- Should have a tricolor perfusion pulse strength indicator
- Should have measurement wavelength for Red 660 nanometer & for Infrared 910 nanometer
- Capable for long battery operation
- Alarms for high & low Spo2, high & Low pulse rate
- Should have facility for alarm to mute & disable
- Should have audible pulse indicator.
- Should have facility for choice of probes :      Adult 2 Nos, Paediatric 2Nos