



**GOVERNMENT OF JAMMU & KASHMIR**  
**PURCHASE COMMITTEE, DIRECTORATE OF HEALTH SERVICES KASHMIR**  
**Old Secretariat, Srinagar**  
**Telephone No. 0194- 2454670 - e-mail address: dhsipur@gmail.com**  
**E-Tender Notice No.DHSK/PUR/NCD/ of 2017-18 Dated: -11-2017**

<b>NAME OF THE GROUP</b>	<b>"E-TENDER FOR SUPPLY OF for supply of various items on sample basis under population based for non-communicable diseases" VIDE E-TENDER NOTICE NO:DHSK/PUR/NCD/ 02 OF 2017-18 DATED:30-11-2017 ISSUED UNDER NO.DHSK/ PUR/E-TENDER-NCD ITEMS/81/ 2017-18/1104-1107 DATED:30-11-2017.</b>
<b>YEAR</b>	<b>ONE YEAR SCATTERED DURING 2017-18</b>
<b>COST OF E-TENDER</b>	<b>RS.750/-FOR GENERAL TENDERES RS.100/- FOR SSI UNIT HOLDERS .....(NON-REFUNDABLE / NON-TRANSFERABLE)</b>
<b>LAST DATE OF DOWNLOAD OF E-TENDER</b>	<b>14-12-2017 (14:00HRS.)</b>
<b>LAST DATE OF SUBMISSION OF E-TENDER ONLINE.</b>	<b>14 -12-2017 15:00 HRS.</b>
<b>DATE OF OPENING OF TENDER:</b>	<b>15-12- 2017 AT 1100 HRS. OR ANY DATE CONVENIENT TO THE COMMITTEE</b>
<b>PLACE OF ENQUIRY</b>	<b>PURCHASE COMMITTEE / PURCHASE SECTION , DIRECTORATE OF HEALTH SERVICES, KASHMIR</b>
<b>PLACE OF OPENING OF TENDER</b>	<b>DIRECTORATE OF HEALTH SERVICES, KASHMIR, SRINAGAR</b>
<b>TENDER DOCUMENT CONTAINS</b>	<b>1. TENDER NOTICE..... ONE PAGE 2. E-TENDERING GUIDANCE..... ONE PAGE 3. INSTRUCTIONS TO TENDERER..... TWO PAGE 4. BID SUBMISSION WITH CHECK LIST....TWO PAGES 5. TERMS &amp; CONDITIONS..... SIX PAGES 6. SPECIFICATIONS ANNEXURE.....FOUR PAGES 7. ANNEXURE "A, B, C, E.....FOUR PAGES 8. BOQ.....ONE PAGE</b>

**GOVERNMENT OF JAMMU & KASHMIR**  
**PURCHASE COMMITTEE**  
**DIRECTORATE OF HEALTH SERVICES KASHMIR**  
Block-A, 2<sup>nd</sup> floor, Old Secretariat, Srinagar-190001(J&K)  
Phone/FAX No:0194-2452052 ,E-Mail address:dhsipur@gmail.com

**E-TENDER NOTICE NO. DHSK /PUR /NCD/ 02 OF 2017-18**

**D A T E :30-11-2017**

For and on behalf of the Governor of Jammu & Kashmir State, online short term tenders are invited from the Original Manufactures / their authorized dealers who are registered with Health & Medical Education Department of J&K State, for supply of various items on sample basis under population based for non-communicable diseases for the year 2017-18 as per details given in the Tender documents. The cost of the tender documents is Rs.750/- (for General tenders) and Rs.100.00 (for SSI Unit holders of the State) in the shape of Demand Draft (which will be non refundable / non transferable) pledged to Member Secretary / CAO, Purchase Committee, Directorate of Health Services Kashmir. The tender document can be seen and downloaded on the website <http://jktenders.gov.in> from **30-11-2017 (15:00 hrs.)**, onwards up to **14-12-2017 (14.00 hrs)**. The tenders shall be deposited in electronic format on website <http://jktenders.gov.in> from **30-11-2017 (16:00hrs)** up to **14-12-2017 1500 hrs** only. The uploaded tenders on the website will be opened on **15-12-2017 at 1100 hrs** in the meeting room of Directorate of Health Services Kashmir in presence of the tenderers who wish to attend. The tendering process will be online only and no physical price bid shall be submitted.

The intending tenderer(s) shall have to deposit an amount **Rs.50,000/-** (Rupees Fifty Thousand Only) for general tenderers and Rs. 5,000/- (Rupees five thousand) for SS Unit holders of the States for aforesaid group as token refundable Earnest Money in the shape of CDR / FDR from any Nationalized / Scheduled Bank preferably Jammu and Kashmir Bank Ltd pledged to the "Member Secretary/CAO, Purchase Committee Directorate of Health Services, Kashmir. In case of holiday / strike on the date of opening of bid, bids will be opened on the next working day at the same time and venue.

**Sd/-**  
**Convenor,**  
**Purchase Committee,**  
**Directorate of Health Services Kashmir.**

No.DHSK/Pur/ Tender-NCD/2017-18/81/1104-1107

Dated: 30-11-2017.

Copy to the:-

1. Principal Secretary to Govt. Health & Medical Education Department, Civil Secretariat, Srinagar for information.
2. Mission Director, N R H M J&K, Srinagar for information. This is in reference to his letter No.SHS/NRHMS/J&K/8744-49 dated:14-10-2013 and No. SHS/NRHMS/J&K/NCD/2017/ 13540-50 dated:14-11-2017
3. Joint Director Information Department Srinagar for publication of above Tender Notice in at least two leading local papers of the valley having largest circulation. The said News papers be sent to this Directorate before the date opening of bids for record and references.
4. In charge web site [www.kashmirhealth.org](http://www.kashmirhealth.org) for information and necessary action. He will upload the NIT on the website.

**Member Secretary/CAO,**  
**Purchase Committee,**  
**Directorate of Health Services Kashmir.**

### **Instruction to tenderers regarding e-tendering process:-**

1. The interested bidder can download the NIT/tendering document from the website <http://jktenders.gov.in>
2. To participate in tendering process, tenderers have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online tendering. This certificate will be required for digitally signing the tender. Tenderers can get above mentioned digital certificate from any approved vendors. The tenderers, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
3. The tenderers have to submit their tenders online in electronic format with Digital Signature. The tenders cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
4. Tenders will be opened online as per time schedule mentioned in the NIT.
5. Before submission of online bids, tenderers must ensure that scanned copies of all the necessary documents have been attached with bid.
6. The department will not be responsible for delay in online submission of bids whatsoever reasons may be
7. All the required information for bid must be filled and submitted online.
8. Tenderers should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Registered post/courier as per time schedule specified.
9. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise tender will not be accepted.
10. **Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.**
11. Tenderers are advised to use "My Documents" area in their user on <http://jktenders.gov.in> , e-tendering portal to store important documents like Balance sheet, VAT Certificate, Sales Tax Clearance Certificate, IT certificate and other related documents etc., and attach these certificates as Non Statutory documents while submitting their bids.
12. **To qualify for award of the contract, the prospective manufacturers should have "A minimum annual turnover of Rs.15.00 Crore of the Principal / Original manufacturer in respect of Glucometers / Gluco strips on whose written authority the bidder submits tender supported by balance sheet of the previous financial three year duly certified by chartered Accountant"**
13. Tenderers are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the net item rate inclusive of all taxes and it should be saved with the same as it contains.
14. Tenderers are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF Scan properly.
15. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>

**INSTRUCTIONS FOR BIDDERS**

1. Tenderer should be registered supplier of the Health and Medical Education Department, for which documentary proof (scanned copy) should be provided.
2. Tenders to be submitted under two cover system
  - A) **COVER1st (Technical Cover)**
    - I. Scanned copy of tender fees
    - II. Scanned copy of EMD
3. Scanned Copy of an affidavit on Rs.50/- stamp paper duly attested by **1<sup>st</sup>** Class Magistrate or as per the rule of the respective land with the effect that:-
  - a. The documents/catalogues enclosed with the Tender are genuine and have not been tampered or fabricated.
  - b. The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no case pending against the manufacturer /firm/supplier with vigilance or any other investigating agency
  - c. The tenderer has not been convicted by any court of law in the country.
  - d. That If anything found wrong at any stage, I / we shall be responsible and deem to any legal action against us.
5. Scanned copy Under Taking /Letter of Acceptance from tenderer “Annexure A.
6. Scanned copy of Authority letter (item wise) under proper seal and signature from the Manufacturer as Annexure B.
7. Scanned copy of Sharing of responsibility by manufacturer where ever applicable as per Annexure -C
8. Scanned Copy of the item wise technical specification compliance statement with detailed catalogues of the product as per the format given hereunder should be provided and marked as Annexure –D “

S. No	Name of the item with detailed specification	Confirm each specifications Please Tick (√) & (x) in appropriate columns given below		Remarks , if any
		yes	No	

9. Scanned Copy of *minimum annual turnover of the Principal / Original manufacturer on whose written authority the bidder submits tender supported by balance sheet of the previous financial years duly certified by chartered Accountant” as Annexure - “E”*
10. Scanned copy of Manufacturers registration certificate (items wise) wherever applicable
11. BIS License with schedule for ISI marked products quoted, wherever applicable

**Copies of below mentioned documents shall be attached from My Document area for bidders.**

- I. **GST registration certificate.**
- II. **Latest “Sales Tax Clearance Certificate” (up to dated:31-03-2017) issued by competent authority**
- III. **Scanned copy of valid manufacturing license of the each item.**
- IV. **Scanned Copies of Latest Certificates of ISO /CE (European) / USFDA and other relevant certificates as asked against each item**
- V. **Scanned copy of other documents as asked in the tender.**

**Original of below Mentioned Documents have to be submitted with the Purchase Committee, Directorate of Health Services, Kashmir, old secretariat, Srinagar :**

- I. **Tender Fee and EMD**
- II. **Affidavit/Notary**

III. Annexure "A","B", "C " "D"& "E".

**B) COVER 2nd: (Financial Cover)**

1. Rates submitted by the bidders in the BOQ.

**Financial bids (Price bid) of only those tenderers shall be opened who qualifies in Technical bids on the basis of Technical Evaluation report submitted by the experts of respective discipline.**

*Note: All the documents as asked in the E-TENDER NOTICE NO. DHSK/PUR/02 of 201-18 DATED: 30-11-2017 are mandatory without which the tender should be liable for rejection. The required original documents should reach to this Directorate by or before 14-12-2017 (15:00Hrs).*

**(To be submitted on the letter head of Firm)**

Bid Submission Letter

(Declaration Form-Cum -Check List)

Subject: - Regarding Bid submission for \_\_\_\_\_ DATED 30 .11.2017

I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of Firm)..... do declare that I/We have read all the terms & conditions of the bid document floated by Purchase Committee, Directorate of Health Services Kashmir and agree to abide by all the terms & conditions set forth therein.

I/We declare that we are participating in this bid in the capacity of ..... (Manufacturer / Authorized Distributor / Dealer of the original manufacturer ..... I/We enclose valid Manufacturing license along with authorization letter from principal manufacturer/ authorization. I/We further declare that the rates offered by us shall remain valid up 31-03-2018 extendable for a further period of one months and shall reduce the rates, if the rates are reduced by us for any other buyer during this period within Union of India . I/We enclose the following documents as per details given below: -

*Check List*

S.No.	Documents asked	Page No.	Document provided	Issuing authority	Date of issue	Date of expiry / validity	Remarks
1	Registration Certificate of Health & Medical Education Department J&K						
2	tender fees (in the shape of Demand Draft)						
3	Earnest Money Deposit (CDR/FDR)						
	Scanned Copy of an affidavit on Rs.50/- stamp paper duly attested by 1st Class Magistrate in case of manufacturer is within India and scanned copy of notary from respective country in case of manufacturer is from outside India						
	Under taking by tenderer <b>Annexure-A</b>						
5	Authority letter (item wise) from the Manufacturer as <b>Annexure B</b>						
	Sharing of responsibility by manufacturer where ever applicable as per Annexure -C						
6	Technical specification compliance statement <b>Annexure -D</b>						
7	<i>Minimum annual turnover of Rs.15.00 Crore of the Principal / Original manufacturer duly certified by Chartered Accountant</i> <b>Annexure-E</b>						
8	Manufacturers registration certificate (items wise) wherever applicable and						
	BIS License with schedule for ISI marked products quoted, if applicable						
9	Income Tax Return for the year 2016-17						
10	GST Registration						

11	Latest "Sales Tax Clearance Certificate" (up to dated:31-03-2017) issued by competent authority						
12	Latest Certificates ISO OR CE (European) / OR USFDA of the equipment						
16	Catalogues (if any)						
	i. Other documents as asked in the tender						
	ii. XYZ						

Name , Seal & Signature of the tenderer

**GOVERNMENT OF JAMMU AND KASHMIR  
PURCHASE COMMITTEE  
DIRECTORATE OF HEALTH SERVICES KASHMIR.**

Terms & Conditions of tender Notice E-TENDER NOTICE NO. DHSK/PUR/NCD/ 02 of 2017-18 DATED: 30 -11-2017 for "SUPPLY OF various items on sample basis under population based for non-communicable diseases for the year 2017-18 issued under No.DHSK/Pur/ Tender-NCD/2017-18/81/1104-1107 Dated: 30-11-2017.

*A tenderer should read these terms & conditions carefully and follow these parameters strictly before submitting their tenders. In case a tenderer has any doubts / reservations (if any) regarding the terms & conditions and specifications there-in; the same can be raised before the Convenor Purchase Committee, Directorate of Health Services Kashmir.*

1. It will be the responsibility of the tenderer to attach the all relevant documents / catalogues / other supportive material with the tender failing which the tender shall be liable to be rejected.
2. The Authority Letter of the Principal Manufacturer should be, ink signed, addressed to the Convenor, Purchase Committee, Directorate of Health Services, Kashmir and should bear date of issue ,its validity , name of signing person etc.
3. In case of any authority found forged / tampered, the firm is likely to face legal action against them under rules including for feature of their earnest money.
4. The documents, asked in original should be page marked and bearing signature with seal on each and every page.
5. The rate quoted must be F.O.R. "Stores of Director Health Services Kashmir / Jammu.
6. The tenderer shall quote the rates in Indian Currency only.
7. 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 BOQ online only.
8. 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 each and every page should be with seal & self-attested by the authorized signatory.
9. The document submitted by the firm with the tender will be opened in public n the presence of tenderers / representatives of the firms and the officer so opening the tender will sign the tender documents.
10. The tenderer/ authorized representatives should point out in written to the Convernor/ Member Secretary, Purchase Committee, Directorate of Health Services Kashmir, embitterment, if any, within **04 days (four days)** after publish of NIT and in case nothing is heard it shall be presumed that there is no embitterment and no representation shall be entertained after four days.
11. No conditional tender shall be accepted. The committee reserves right to accept or reject any tender/ quotation without assigning any reasons.
12. **The approved firm shall be bound to deliver ordered Items on approved sample basis within 15 days positively or as period mutually agreed up by the authorities.**
13. **Samples**  
Samples of each item have to be submitted with the office of the Purchase Section, Directorate of Health Services, Kashmir, old Secretariat, Srinagar before last date of submission of tender. The sample of each item should be properly tagged mentioning details of
14. **Validity:** The quoted rates must be valid 31-03-2018. The overall offer for the assignment

and tenderer(s) quoted price shall remain unchanged during the period of validity of the contract. If the tenderer quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, tender is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity period up to three months , if required, without changing any terms, conditions etc. of the tender.

**15. Scope of Work:**

The scope of work shall include Supply, testing, packing, transportation, transit insurance, delivery at sites, unloading, insurance, any other services associated with the delivery of the materials providing. The successful tenderer will assume full responsibility of the complete material until final acceptance.

**16. Inspection and Tests**

The Purchaser shall have the right to inspect and / or test the each batch of supplies / material for conformity to the Contract Specifications.

- a. In case any inspected or tested supplies / material fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected supplies / material or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- b. The Purchaser shall have the right to reject any individual equipment / Instruments / Item(s), if in its opinion the same does not meet technical specifications, operational or technical requirements. The decision of the Purchase Committee / purchaser in this regard shall be final.
- c. The delivery of items shall not be deemed to have been completed unless the items are accepted by the purchaser.

**17. Delivery, Installation and Commissioning**

**The items should be brand new and should have 80% shelf life at the time of delivery of goods / material in Stores.** The installation, testing and commissioning of the proposed items shall be completed within 15 days positively from the date of issue of confirmed supply order from the Purchasing Officer, failing which necessary action as deemed fit under rules, will be taken against the defaulter.

**18. Inspection and Tests**

The Purchaser shall have the right to inspect and / or test the Glucometers / Gluco Strips / Lancets for conformity to the Contract Specifications.

- d. In case any inspected or tested items fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected Glucometers / Gluco Strips / Lancets or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- e. The supplier shall provide installation and standard tests for the individual Glucometers / Gluco Strips / Lancets before the delivery at site.
- f. The technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the supplier at the time of handing over the completed works.
- g. Acceptance test at site shall be conducted of individual Instrument / equipment and complete system to ensure that individual Instrument, Machines / equipment and complete system meets the technical specifications and other operational and technical requirements of tender.
- h. The Purchaser shall have the right to reject any individual **item** / Instrument /

equipment or complete system, if in its opinion the same does not meet technical specifications, operational or technical requirements. The decision of the Purchase Committee / purchaser in this regard shall be final.

- i. The delivery, installation or commissioning shall not be deemed to have been completed unless all the equipment's and systems are accepted by the purchaser.

#### **19. Spare Parts:**

- a. The **Tenderer / Original Manufacturer** will undertake that supplies of necessary maintenance of instruments / equipment and spare parts will be made available for all **Glucometers** and the complete system for at least seven years on a continuing basis. However, this does not relieve the supplier of any warranty obligations under the Contract.
- b. The **Tenderer / Original Manufacturer** shall include in his tender, the details of essential spares, and their quantity as per schedule of requirements. Detailed explanation to confirm that quantity of spares quoted as per requirement of this clause shall be given.

#### **20. Guarantee / Warranty/CMC**

- a. Complete system of **equipment(s)** all other components, accessories, etc. (wherever applicable) should have comprehensive (labour & spares) onsite- Guarantee / warranty as mentioned in the specifications; commencing from the date of issue of installation certificate by the institute.
- b. **Guarantee / Warranty Certificate in original of each equipment should be from the original manufacturer of the machine at the time of delivery / installation and tenderer shall also share responsibility by way of providing additional agreement to the effect that in case the supply is not of the satisfactory specifications / performance they will bind themselves for replacing the machine within the period to be specified by the department so the Agents / Dealers shall provide individual agreements.**
- c. During the warranty period, the guaranteed uptime of 95% of 365 days (working hours of 24 hours per day) will be ensured. In case the down time exceeds the 5% limit, penalty of extension of warranty period by two days for each additional day of down time will be enforced.
- d. The Guarantee / warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The price comparison shall be made taking into account on basic price.
- e. **AMC/CMC:**
- f. Whenever a CMC would be required by the Department, the successful firm / tenderer / original manufacturer must be ready / competent to execute the same on competitive basis through proper tendering process.
- g. All updates related to the safety and reliability of the system shall be made available free of charge during both the warranty period and during the service contract. The Tenderer must make available any and all software and hardware upgrades released during the warranty & services periods, free of charge.  
Incremental Cost (if any) for, up- gradation, if required, should form part of the contract for the Warranty and Post Warranty period.

- h. The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire system being offered, at short notice during the warranty and post warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within one day's notice.
- i. If the performance of any individual “**item** / equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- j. If it is found that to meet the performance criteria, any extra “**equipment(s)** / item is required the same will be provided free of cost by the supplier.
- k. All faults appearing and their rectification shall be periodically advised to the authorities the period being not more than 20 days.
- l. Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
- m. The Supplier shall fully associate the engineers and technicians of the Health Department during installation, testing, commissioning, operation and maintenance period.

21. **Uptime guarantee:** The firm should provide uptime guarantee of 95% during the warranty time .

22. **Downtime penalty Clause:**

- a. During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least 5 (Five) YEARS after handling over the unit to the Institute. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessories / other attachment
- b. **The principals or their authorized service providers are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee in the Srinagar City..**

23. **Incidental Services:**

- a. The supplier is required to provide Hardware and Software up-gradation (if any) from time to time, at mutually agreed terms. During warranty all Software updated version / up-gradations are expected to be provided at free of cost to Purchaser.
- b. Further, any bugs / shortcomings detected by the purchaser / user as well as the supplier himself shall be rectified at free of cost to purchaser beyond warranty period.

24. **Marking of Supplies:**

The items when ordered, the successful manufacturer / supplier shall mark each items of the supplies “**DHSK Hospital Supplies Not for Sale**” with indable ink or imprinted **with bold letters.**

25. **Performance Security:**

The Successful tenderer have to deposit with the Department a security deposit equivalent to 5% of value of supply order in the shape of an irrevocable Bank Guarantee

negotiable in India, pledged to the Member Secretary / Chief Accounts Officer, Directorate of Health Services, Kashmir. The Bank Guarantee shall have to be furnished within a period of 10 days from the date of the issue of supply order and should be valid for a period of 24 months in the first instance to be extended if need be for further period as mutually agreed upon.

**26. Purchaser's Right to accept any Tender or to reject any or all Tenderers**

The Purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at any time, without assigning any reason, prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Committee's / Purchaser's action.

**27. Property Rights**

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license of industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.

**28. Subletting of Work:**

The successful tenderer shall be responsible for execution of contract in full and shall not in any case assign or sublet the approved items or part thereof to any other party. Penalty up to any extent of the total value of the contract shall be imposed for any such deviation from contractual obligation on merit of each case, which can be recovered from Earnest Money/Security Deposit, which can even lead to the debarring/ black listing of the supplier / firm / dealer / original manufacturers from submitting their tender in future in the Health & Medical Education Department J&K. The tender is not transferable. Only one tender shall be submitted by one tenderer.

**29. Breach of Terms and Conditions:**

In case of breach of any terms and conditions as mentioned above, the Purchase Committee, will have the right to cancel the supply order/ job without assigning any reason thereof and nothing will be payable by the Purchase Committee / Purchasing Officer, in that event the security deposit shall also stand forfeited.

**30. Delayed Supplies / Liquidated Damages**

If the delivery is not effected on due date, the Chairman, PURCHASECOMMITTEE/Purchasing Officer of the respective institutions will have the right to impose penalty of the total cost of the supply order.

No extension shall be granted and the item(s) shall be purchased on the risk and cost of the supplier.

However, In the event of the successful bidder failing, declining, neglecting or delaying the execution of the contract or in the event of any damage occurring or being caused by him in complying with any of the conditions of the contract or in the event of delay or failure by him to carry out the contract, the Department shall without prejudice to any other remedy available to it under the law for the time being in force in Jammu & Kashmir State:

- a) Terminate the contract after 30 day's notice and / or Recover the amount of the loss caused by damage, failure or default (including the consequential damages) as may be determined by Department and/or
- b) Impose penalty commencing from 10% of the total value of the contract or more as may be determined by authorities.

**31. Payment terms**

The payment shall be made to the supplier after the receipt / verification of material strictly as per supply order following the analysis report (where ever applicable) from the concerned authorities through endorsed e-banking and the bank charges on account of remittance shall be borne by the supplier.

**32. Agreement**

The successful tenderers shall have to execute an agreement with the order placing authority within **10 days** from the date of issue of confirmed supply order failing which payment shall not be released.

**33. Contractual Obligations**

The successful tenderer(s) shall have to abide by the standard terms and conditions of contractual obligations as laid down in J & K Financial Code/Rules and the conditions as per the contract.

**34.** Legal proceedings that may arise at any time shall be subject to the jurisdiction of J&K Courts at Srinagar City only.

**35.** Any other condition that is not indicated here can be incorporated in the rate contract / supply order or agreement before execution of a contract, if need be.

**36.** No Counter terms and conditions from the tenderer shall be accepted

**37.** All the terms and conditions of the Notice Inviting Bid shall also form a part of allotment order and agreement.

**Member Secretary / CAO,  
Purchase Committee,  
Directorate of Health Services Kashmir.**

Note: Corrigendum / Addendum if any will be available on <http://jktenders.gov.in>

Annexure "A"  
(TO BE TYPED ON A LETTER HEAD OF THE TENDERER)  
UNDERTAKING

To

The \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: Tender for supply of \_\_\_\_\_" against Your E-TENDER NOTICE NO. DHSK/PUR - \_\_\_ OF 2017-18  
dated: \_\_\_ -11-2017 and undertaking thereof.

Sir,

1. I/ We here by agree to abide by all terms and conditions laid down in tender document.
1. We will be responsible for warranty of equipment (mention the name of the each equipment / item) during warranty period.
2. This is to certify that/ We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/ we agree to abide the contract for a period up to 31-03-2018 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.
4. I/ we declare that our financial position is sound and we are competent to execute the supplies as & when allotted.
5. I/ we declare that we will not ask / expect any financial assistance from the Govt .of Jammu & Kashmir State.
6. We will execute the supplies strictly in accordance with the approved specifications, if approved in our favour

(Seal & Signature of the Bidder with Name  
and address)

**Annexure "B"**  
**(TO BE TYPED ON A LETTER HEAD OF THE PRINCIPAL MANUFACTURER)**  
**Authorization**

The Convenor,  
Purchase Committee,  
Directorate of Health Services Kashmir.

Subject: Tender for supply of \_\_\_\_\_ against your **E-TENDER NOTICE NO. DHSK / PUR / \_\_\_\_\_**  
**of 2017-18 Dated: \_\_\_\_-11-2017 and authorization thereof.**

Sir,

This is in reference to your **E-TENDER NOTICE NO. DHSK / PUR / \_\_\_\_\_ OF 2017-18 dated: \_\_\_\_-11-2017** In this regard we have authorized the below mentioned firm to quote the above said tender on our behalf:-

M/S \_\_\_\_\_

Corresponding address \_\_\_\_\_

Contact person \_\_\_\_\_

Contact No. \_\_\_\_\_

Signature with seal

Name of the signing person \_\_\_\_\_

Designation \_\_\_\_\_ Contact

No: \_\_\_\_\_

e-mail \_\_\_\_\_

Note : the manufacturer will mention the item wise authority to their authorized tenderer.

**Annexure "C"**  
(TO BE TYPED ON A LETTER HEAD OF THE PRINCIPAL MANUFACTURER)

Convenor,  
Purchas, Committee ,Directorate of Health Services  
Kashmir.

Subject: Sharing of Responsibility for supply of \_\_\_\_\_ against your E-Tender Notice NO. DHSK / PUR / \_\_\_\_\_ of 2017-18 Dated: \_\_\_\_\_-11-2017

**Sir,**

1. In case of any change of our local dealer / Agent mentioned above, we will be fully responsible during the warranty / guaranty period of the each item equipment.
2. Spares of the quoted model shall be available at least for a period of seven years after the expiry of warranty period.
3. The models quoted by our dealer, on our authority, are compliant with the tendered specifications.
4. The product/ model number being quoted against the tender is currently undergoing production and have not been discontinued by us.

Note:

1. Deponent should be the same person who has signed the Annexure "B"

Annexure "D"

(TO BE TYPED ON A LETTER HEAD OF THE TENDERER)

**Specifications:**

**List of items / equipments required for implementation of population based screening for non communicable diseases(Oral & cervical cancers etc.)**

<u>S.No.</u>	Name of the item with specification	Co Confirm each specifications Please Tick (√) & (x) in appropriate columns given below		Tentative quantity	<u>Remarks. If any</u>
		Yes	No.		
01	<b>Glucometer:</b>			<b>532 Nos</b>	
1	Should be potable.				
2	Should be small (47 mm x 95 mm x 17.5 mm) and light weight (<48g with battery).				
3	Should come with free carry case so that Code Free meter can be carried easily.				
4	The carry case should be compact and lightweight but still has compartments for everything like -Lancing Device, Lancets, Test Strips and instructions				
5	Should require no routine maintenance.				
6	Should have reading range/linearity from 0.06 mmol/l to 33 mmol/l.				
7	Should have lowest maximum reading time up to 5 seconds.				
8	Should use a minimum blood sample less than 1.5 microliter.				
9	Should have digital display.				
10	Should have measuring units in mmol/litre.				
11	Should have wide operating temperature.				
12	Should have storage memory to 500 blood samples.				
13	Should give average blood glucose of 7,14 and 30 days.				
14	Should have lifetime warranty.				
15	Should have battery life of up to 1000 tests.				
16	Battery should be replaced without using any tools				
17	Should have safety and efficacy certificate from a competent authority CE/FDA (US)/SQTC CB certificate/STQCS certificate or valid detailed electrical and functional safety test.				
18	<b>To be approved on the sample basis.</b>				

02	<b>Glucose Strips:</b>			<b>721987 Nos</b>
		Should be able to use capillary blood sample.		
		Should be validated to venous plasma glucose.		
		Should have a minimum 4 months shelf life after opening strip vial		
		All strips must have 12 months shelf life from the date of supply.		
		Strips should be freely available in the local market.		
	<b>To be approved on the sample basis.</b>			
03	<b>Lancets:</b>			<b>721987 Nos</b>
		Should have SS tip.		
		Should be single individual sterile.		
		Should have smaller needle size for less pain.		
		Should be suitable for use with Glucometer strips.		
		<b>To be approved on the sample basis.</b>		
04	<b>B.P Apparatus Digital:</b>			<b>532 Nos</b>
	1	Measurement method=Electronic.		
	2	Measurement range: i. Numerical display pressure: 0-300 mmHg. ii. Pulse:30-200 beats/minute. iii. Pressure bar display Pressure:20-280 mmHg		
	3	Measurement accuracy: i. Numerical display pressure:± 3 mmHg 15. ii. Pulse ± 5% iii. Pressure bar display Pressure: ±4 mmHg.		
	4	Power supply -2x1.5 V alkaline batteries (LR6 or AA)		
	5	Upper arm circumference:23-33 cm using the medium cuff.		
	6	Memory for 60 sets of readings.		
	7	When AA alkaline batteries are used, with pressure value of 180 mmHg at room temperature of 23 degree Celsius.		
	8	Classification- internally powered ME Equipment.		
	9	Continuous operation mode EMC IEC 60601-1-2:2007.		
	10	Operating conditions +10 degree Celsius to 40 degree Celsius /15 % RH to 85 % RH 800 hPa to 1060 hPa.		
11	Storage condition -15 degree Celsius to +60			

		degree Celsius /10 % RH to 95 % RH.					
	12	Dimensions standard.					
	13	Weight standard.					
	14	USFDA approved with CE certificate.					
	15	Intelligence technology.					
	16	Body movement detection.					
	17	B.P Level detection.					
	18	Average of last 3 and irregular Heart beat detection.					
	19	5 years extended brand warranty.					
	20	<b>To be approved on the sample basis</b>					
05	<b>Tape Measures:</b>					<b>532 Nos</b>	
	1	Tape enclosed in compact container.					
	2	measure in Inch/ centimetres (60inch/150cm).					
	3	Push button in back to rewind tape.					
	4	Latex Free.					
	5	<b>To be approved on the sample basis</b>					
06	<b>Cotton Swabs</b>					<b>328176</b>	
	Non Woven cellulose sterile swab						
	Size:25x55 mm						
	Alcohol + Purified water (70:30)						
	Analytical report & other relevant documents as required for the item be uploaded at appropriate place						
	<b>To be approved on the sample basis</b>						
07	<b>Auto Clave Sterilizer SS:</b>					<b>80 Nos</b>	
	1	Lid Type					
	2	Top Loaded, Fully automatic, Micro Chip Controller.					
	3	Temperature pressure between 1200 to 1250C.					
	4	Aluminium Deep drawn Seamless-Light, Compact & Portable					
	5	Sterilization Cycle 121°C.					
	6	Chamber Diameter.					
	7	Height=280 mm.					
	8	Capacity=13 liters.					
	9	Sterilization temp-121° C.					
	10	Operating Pressure=15 psi.					
	11	Power Supply=220 Volt.					
	12	Sterilizing Cycle=Microchip Controlled.					
	13	BIS Approved / ISI Marked					
	14	<b>To be approved on the sample basis</b>					
08	<b>Examination Lamp with white light:</b>						
	1	Head Light with fibre optic Cable.				<b>532 Nos</b>	
	2	<b>To be approved on the sample basis</b>					
09	<b>Cusco's Speculum:</b>					<b>532 Nos</b>	
	2	Large Cone Shaped : 100x27-30 mm.					

10	<b>To be approved on basis the sample</b>					
	<b>Dental mouth Mirror:</b>			<b>532 Nos</b>		
	1	Front Surface Mirror				
	2	Size:20 mm				
	3	<b>To be approved on the sample basis</b>				
11	<b>Surgical Gloves</b>					
	1	Pre Powdered			<b>6.56.352 Nos.</b>	
	2	Made of Rubber latex				
	3	Disposable				
	4	Sterile				
	5	Size: 6", 6-1/2", 7", 7-1/2"				
	6	Good Quality				
	7	Analytical report & other relevant documents as required for the item be uploaded at appropriate place				
	<b>To be approved on the sample basis</b>					
12	<b>Torch:</b>			<b>532 Nos</b>		
	1	Examination Torch run on 2AA Cells				
	2	Compact				
	3	Extra Bright				
	4.	Long Range				
	5.	Fitted with LED Lamp				
	6	<b>To be approved on the sample basis</b>				
13	<b>LED Torch with While Light</b>			<b>532 Nos</b>		
	1	LED Torch with AA battery cell.				
	2	<b>To be approved on the sample basis</b>				

The sample of each above item(S) shall be deposited with the Purchase Section Directorate of Health Services Kashmir.

**Annexure “E”**

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover of M/s \_\_\_\_\_ for the past three years are given below and certified that the statement is true and correct.

S.NO	Year	Turnover in Crores (Rs)
1	2014-15	
2	2015-16	
3	2016-17	
	Total	

Date:

Signature of Auditor/ Chartered Accountant  
(Name in Capital)

**Note:**

**Annual Turnover statement duly certified by chartered Accountant of the manufacturer is mandatory for all items, however, in respect of Glucometers and Gluco Strips minimum annual turnover of the Principal / Original manufacturer should be of Rs.15.00 Crore.**