

**PURCHASAE COMMITTEE**  
**DIRECTORATE OF HEALTH SERVICES**  
**JAMMU**

NEAR M.L.A.'S HOSTEL, INDIRA CHOWK  
TELE-0191-2546338, TELEFAX-0191-2549632

Email-dhsjammu@rediffmail.com website.www.dhsjammu.gov.in

**TENDER NOTICE**

For and on behalf of the Governor of Jammu & Kashmir, Sealed tenders (Two bid system (i) Technical Bid (ii) Financial Bid) affixed with Rs.6/- revenue stamp are invited from the firms/authorized dealer /manufacturers who are already registered with Health & Medical Education Department (Enclose the copy of registration certificate) for the supply of Medical Oxygen Gas and Nitrous Oxide Gas required in various Health Institutions of Health Department in Jammu Division.

The list of items, terms & conditions related to the Tender Notice can be had from the office of Purchase Committee, Directorate of Health Services, Jammu or can be downloaded from the official website [www.dhsjammu.gov.in](http://www.dhsjammu.gov.in) at the cost of Rs.750/- for general and Rs.200/- for local SSI Unit in shape of Bank draft favoring Member Secretary, Purchase Committee, Directorate of Health Services, Jammu or against cash payment at aforesaid office.

Earnest Money Deposit (EMD) of Rs20,000/-(Rupees Twenty Thousand only) for general and Rs.5,000/-(Five Thousand only) for Small Scale Industrial unit holders of J&K State in the shape of CDR/FDR from any Nationalized Bank/Scheduled Bank preferable J&K Bank having validity not less than 24 months pledged to the Member Secretary, Purchase Committee, Directorate of Health Services. The date of sale/download/ submission and opening of tender is as per detail given below:-

S.No	Description	Dates
1	Last Date of sale of Tender documents	14-10-2017(Saturday) upto 4:00 P.M.
2	Last date of submission of Tender	16-10-2017 (Monday) upto 4:00 P.M
3	Opening of Tenders	17-10-2017 (Tuesday) at 1:00 P.M (or any other day convenient to Purchase Committee)

On receipt of the tenders, the same will be opened by the Purchase Committee, Directorate of Health Services, Jammu on scheduled date and time in presence of the tenderers or their authorized representative who wish to be present on the occasion.

Sd/-  
CONVENOR  
(DIRECTOR HEALTH SERVICES)  
PURCHASE COMMITTEE  
DIRECTORATE OF HEALTH SERVICES  
JAMMU

No: DHS/J/Pur.Com/Medicinal Gas-2017/ (828-3)

Dated: 21-09-2017.

Copy to the:-

1. Principal Secretary to Govt, Health & Medical Education Department, Civil Secretariat, Srinagar for information.
2. Joint Director, Information Department, Jammu for publication of Tender Notice in at least two leading local newspapers with largest circulation in order to give the tender notice a wider publicity. The cutting of the same may very kindly be sent to this office for confirmation and reference.
3. M/s. Say Technologies, Jammu for uploading of the tender notice in the official website of the department.
4. Stock file.

  
MEMBER SECRETARY  
(CHIEF ACCOUNT OFFICER)  
PURCHASE COMMITTEE  
DIRECTORATE OF HEALTH SERVICES  
JAMMU

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**TERMS AND CONDITION**  
**FOR SUPPLY OF MEDICINAL GASES**

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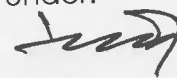
1. The tenderer should be a registered supplier of Health & Medical Education Department.
2. The tender shall carefully examine the conditions before signing the Contract and in case of doubts, if any, get the clarification from this office.
3. The tenderer shall submit the "**Technical Bid**" & **Financial Bid separately** in sealed envelopes superscribed as Technical Bid & Financial Bid and then put in a single sealed cover for **Supply of Medicinal Gas for the year 2017-18**.
4. The committee will not be held responsible for any kind of postal delay; if the tender is sent by post. Technical Bid not accompanied with the following latest documents along with other requisite documents at the time of its submission shall be rejected at the appropriate level by the competent authority.
5. The rate quoted must be F.O.R Stores of Directorate of Health Services, Jammu
6. Only one rate against one item will be entertained and accepted for
7. Rates quoted should be inclusive all taxes.
8. The rates should be quoted both in words and figures without any cutting overwriting & tempering and transparent tape should be applied on the quoted rates.
9. The rates are to be quoted on the Tender form each page of the tender must be signed and stamped by the authorized signatory, unsigned and untapped tender will not be considered.

**10. Technical Bid Consists of the Following:-**

- a) Earnest Money Deposit of Rs.20,000/- (Rupees Twenty Thousand only) for General and Rs.5,000/- (Rupees Five Thousand only) for Small Scale Industrial Unit holders of J&K State in the shape of CDR/FDR from any Nationalized Bank /Scheduled Bank preferably J&K Bank Ltd having validity not less than 24 months pledged to the Member Secretary, Purchase Committee, Directorate of Health Services, Jammu (If the EMD is not pledged to Member Secretary the technical Bid is liable for rejection).
- b) Bank draft as tender fee if downloaded tender
- c) Copy of valid Drug Manufacturing License of the Original Manufacturer for Medicinal Gas duly authenticated by the competent authority.
- d) Copy of valid License to fill compressed Gas in cylinders.
- e) PAN based latest Income Tax Return of the proceeding year
- f) GST registration certificate

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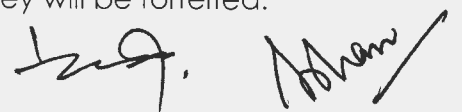
- g) An affidavit on Rs.50/- Stamp paper duly attested by 1<sup>st</sup> Class Judicial Magistrate with the effect that:-
- i. The documents/catalogues etc enclosed with the Technical Bid are genuine and have not been tampered or fabricated.
  - ii. No criminal/Blacklist case is pending against the firm in any investigating Agency or subjudice in the court of Law.
  - iii. If anything is found adverse in respect of documentation or otherwise, legal action warranted under law shall be initiated against the tenderer(s) submitting the tender.
11. The local Small Scale Industrial Unit holders of J&K State shall have to enclose a certificate that the Unit is existing as on the date from the Concerned General Manager, District Industrial Centre.
  12. On receipt of the sealed tender the same will be opened in the first instance by the Purchase Committee, Directorate of Health Services, Jammu in presence of the tenderers or their authorized representative who wish to be present on the occasion. The Price Bid of those firms in whose favour the Technical Bid is approved/recommended by the Purchase Committee.
  13. The tenderer/authorized representative should point out to the Convenor of the Committee, grievance if any, at the time of opening of technical bid, Thereafter the tenderer/authorized representative will have no legal right to confer or to represent on one ground or the other.
  14. All the documents attached with the technical bid should be signed, page marked and sealed by the bidder.
  15. No representation regarding increase/decrease/altering/withdrawal of rates already quoted in the tender shall be considered after the last date of receipt of tenders and no price escalation claim will be entertained at any stage.
  16. No conditional tender shall be accepted. The Committee reserves the right to accept or reject any tender /quotation without assigning any reason thereof.
  17. Successful tenderer(s) shall have to make supplies in full within 45 days from the date of placement of supply order but in emergency the delivery period may be reduced upto 15 days and firm will be bound to supply the items within Date of Delivery (DOD) period. Such supply order shall be stamped "Emergency" to distinguish them from routine orders and shall be abided by the standard terms and conditions as laid down in Jammu & Kashmir Financial Rules/Codes and the conditions as per the contract.
  18. If the delivery is not affected by the due date, the Head of the Departments/Purchasing Officer of the respective Institutions will have the right to impose penalty of the total cost of the supply order as under:-





- a) First Extension upto 15 days or part thereof @2% of the ordered value
- b) Second Extension from 15 to 30 days @3% of the ordered value
- c) In case of delay beyond 30 day @7.5% of the ordered value
- d) In case of default the Purchasing Authority will have the right to Procure the ordered item from the open market/another source, at the approved /ordered firm's risk and expenses under risk Purchase Clause.

19. The approved firms are bound to supply on the rates 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 taxes of duties or introduction of new statutory duty and tax by the Government, the same will be paid extra on production of satisfactory documentation proof.
20. The Gases shall be of the best quality and kind, the test report of the supplied batch of the Gas must be on prescribed Form (Report of analysis) or from the in House Test Laboratory approved by National Accreditation Board for Testing and Calibration of Laboratories (NABL).
21. Further testing shall be got done by the Purchase Officer from the State Govt. Drug & Food testing laboratory for its efficacy and other standards by the Drug Controller Authorities.
22. If in any case it is noticed that any manufacturer, firm, authorized dealer, approved supplier or any other agency is supplying items of similar nature & specification at lower cost than that of approved firm, the firm shall have to make the supplies at such lower rates; Excess amount 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 such reductions of the sale price will be brought to the notice of convener of the Purchase Committee immediately.
24. The successful tenderer shall have to abide by the standard terms and conditions as laid down in the J&K Financial Rules/Codes and the conditions as per the Rate contract.
25. The rate contract shall remain valid for a period of one year from the date of its issuance and can be extended for a further period of 90 days or till such time the new rate contract is issued, whichever is earlier.
26. The approved for should ensure immediate supplies, once supply order is placed with them and they are bound to supply material strictly as per the terms & conditions approved by the Committee, if at any stage it is found that material supplied by the firm(s) is not according to the approval of Purchase Committee, that ACTION WARRANTED UNDER RULES/AS DEEMED FIT WILL BE TAKE AGAINST THE FIRM after rejecting the supplies.
27. 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 to the total value of the contract shall be imposed for any deviation from contractual obligation on merits of each case, besides forfeiture of Earnest Money, withholding of other deposits in the department as a whole or even blacklisting of the suppliers/firms/dealers/original manufacturers.
28. 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.



29. The successful tenderer who fails to supply material according to the specifications of the material as specified in the supply order and as per the sample approved by the Committee, if any, the Earnest Money shall be forfeited and the firm will be debarred for participating in tendering in future.
30. The successful tenderer shall have to execute an agreement in the prescribed form with the Purchase Officer concerned.
31. The **Convenor** shall also be competent to alter/modify the specification of any item/items for Purchasing in the best interest of the Department, during the process of finalization of a contract/placement of supply order.
32. All the items supplied shall be of the best quality, specification, trade mark and in accordance with the approved standards, catalogue, samples if provided. In case of any drug/item supplied not being approved, same 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.
33. The tenderer shall be responsible for 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 material. No extra cost on such account shall be admissible.
34. In case of any dispute/difference or doubts between the Purchasing Officer and the approved suppliers arises, the orders of the Convenor of the Committee shall be final.
35. Legal proceeding that may arise at any time shall be limited to the jurisdiction of Hon'ble Courts at Jammu/Srinagar only.
36. Conditional tenders will out-rightly be rejected.
37. Convenor of the Committee is competent and reserves the right to consider, ignore or reject any tender at any stage without assigning any reason what so ever be.



In Acceptance  
(Signature and Seal of the Tenderer)



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## TENDER FOR MEDICINAL GAS

### SPECIFICATION OF OXYGEN GAS:

S.No	Name of the Item	Rates to be quoted both in words and figures without any cutting /tempering and apply transparent tape on the quoted rates otherwise tender liable for rejection.
1.	Oxygen Cylinder B-Type Medium 1.4 Cum	
2.	Oxygen Cylinder Pin Type "A"-0.70 Cum	
3.	Oxygen Cylinder Bulk Type -Size 7 Cum and above	

### SPECIFICATION OF NITROUS OXIDE GAS:

S.No	Name of the Item	Rates to be quoted both in words and figures without any cutting /tempering and apply transparent tape on the quoted rates
1	Nitrous Oxide Gas I.P. in bulk Cylinder Capacity up to 5,000 Liters-B Type Medium	
2	Nitrous Oxide Gas I.P. in bulk Cylinder Capacity upto 5,000 Liters-A Type Small/pin type	
3	Nitrous Oxide Gas I.P. in bulk Cylinder Capacity upto 5,000 Liters- Bulk type	

*[Handwritten Signature]*

*[Handwritten Signature]*