

GOVERNMENT OF JAMMU & KASHMIR
SHER-I-KASHMIR INSTITUTE OF MEDICAL SCIENCES
SOURA, SRINAGAR-KASHMIR-190011 FAX NO: 0194-2403470, 2403929

NIT NO: SIMS 325 TENDER- II-X-Ray -2010 DATED: 19 .01.2010

Sealed Tenders, affixed with two rupees Revenue stamp are invited, for and on behalf of Governor of J&K State through Sher-i-Kashmir Institute of Medical Sciences, Srinagar, from original manufacturers or authorised distributors/ agents or registered suppliers possessing valid commercial tax registration /drug licences for supply of X-ray Films, Chemicals & X-ray Accessories to SK. Institute of Medical Sciences Soura and its Medical College Bemina on Rate Contract basis for a period of one year to be reckoned from the date of issue of contract.

ITEM	TENDER COST
X-Ray Films/Chemicals & X-Ray Accessories	RS.700.00

LAST DATE OF SALE UPTO 4 P.M.	LAST DATE OF RECEIPT UPTO 3 P.M.	DT OF OPENING AT 2.30 P.M.
06.02.2010	09.02.2010	10.02.2010

EARNEST MONEY = **2% OF TOTAL VALUE OF QUOTED ITEMS.**

Detailed Tender documents with terms and conditions with list of items, quantity and specification can be had from the office of the undersigned against written request on letter Head enclosing bank draft/payment order and latest Commercial Tax Clearance Certificate and Drug Licence wherever applicable. The bank draft should be payable to FA/CAO, SK. Institute of Medical Sciences Soura or cash receipt through J&K Bank Limited SKIMS branch CD A/C 34.

The tenders must be accompanied with the earnest money in the shape of CDR/FDR pledged to FA& CAO SKIMS, manufacturers' authorisation letter and with other documents/certificates and samples mentioned in the tender document. The tenders received without Earnest Money shall be rejected.

Tenders duly sealed should be sent through / Speed post / Courier Service or delivered in person in Central Dispatch and Receipt Section of SK. Institute of Medical Sciences on due date and time Institute shall not be responsible for any postal or transit delay and any tender received after stipulated time or date.

Tenders shall be opened on due dates and time mentioned above in presence of the Tenderers or their authorised representatives who may like to be present on that day. In case last date of receipt/opening of tenders happens to be non-working day due to any reason, the date shall automatically get extended to next working day, upto specified time.

Tenders should be addressed to Chief of Material Management SKIMS Soura. Institute authorities reserve the right to accept or reject any tender or part thereof without assigning any reason thereof.

The tender notice is also available on our Web Site at <http://www.skims.ac.in/> and can be downloaded against the requisite payment of tender cost within due dates.

NO: SIMS 325 TENDER-II- 2010
DATED: 19 .01.2010

ZAFFAR .A. KHAN.
Material Management Officer (Ist)
FOR DIRECTOR
SKIMS

**GOVERNMENT OF JAMMU AND KASHMIR
SK.INSTITUTE OF MEDICAL SCIENCES, SOURA,
SRINAGAR KASHMIR-190011-FAX-0194-2403929/2403470**

Manager Advertisement,

Subject:- **Advertisement of Tender Notice NO. SIMS 325 TENDER-1I-2010
Dated: 19 .01.2010.**

SIR,

Enclosed please find copy of above tender notice for publication in your newspaper using minimum space. the rates charged should be the lowest rates as applicable to govt. advertisements/depts.

Please send us bills in triplicate along with two original papers for release of payment and publication proof.

Please get the tender notice advertised on priority.

Thanking you,

Yours sincerely,

**(Zaffer. Ahmad Khan)
Material. Management.Officer
(PURCHASE-IST)**

**NO:SIMS 325 TENDER-1I-2010
DATED:19.01.2010.**

GOVERNMENT OF JAMMU AND KASHMIR
SK.INSTITUTE OF MEDICAL SCIENCES, SOURA,
SRINAGAR KASHMIR-190011-FAX-2403929/2403470

NIT NO:SIMS 325 TENDER-II-X-RAY 2010 DATED:.19. 01.2010

X-RAY FILMS, CHEMICALS AND X-RAY ACCESSORIES.

A. Earnest Money = 2% of quoted items

B. Cost of Tender = Rs.700.00

Samples for all items are must, to be deposited one day in advance.

Last Date of Sale of Tender upto 4 PM	Last date of Receipt of Tender upto 3. PM	Date of opening at 2.30 PM
06.02.2010	09.02.2010	10.02.2010

SPECIAL TERMS AND CONDITIONS.

1. Tenderers should follow following conditions strictly while submitting tenders
2. Tenderers should submit PRICE BID AND SAMPLES separately.
3. Affix Rs.5.00 Revenue Stamp on each Tender.
4. Earnest Money in the form of CDR/FDR. Tenders without earnest Money shall be rejected.
5. Authority letter of current date from the original Manufacturer, in case tender quoted by authorized distributor/agent.
6. Detailed list of samples with brand name, name of manufacturer and item No of Tender. Tenders without samples are liable for rejection for such items where sample is to be provided.
7. The person signing the tender must indicate his/her name and designation. All pages of tender must be signed, stamped, page marked and rates should be type written in both words and figures affixed with transparent Cello tape.
8. Copy of documentary evidence of GMP, ISI, ISO specification wherever applicable be enclosed.
9. The tender documents to be signed and stamped as token of acceptance of terms and conditions.
10. The Envelopes should be sealed and stamped and super scribed on its preface "Tender against Enquiry NO:SIMS 325 TENDER-II-2010 DUE ON .09.02.2010.
11. Rates quoted should be F.O.R SKIMS Stores/Medical College Bemina inclusive of all taxes and Excise duty whichever is applicable. The ENTRY TAX/ Value Added Tax must be shown separately.
12. Entry Tax is presently applicable on all above items for supplies purchased directly from Suppliers outside J&K State.
13. The rates quoted shall remain valid for 12 months from the date of issuance of Rate Contract or till finalization of new Contract.
14. Rates quoted should be affixed with "TRANSPARENT CEILO TAPE".
15. Tenders should be addressed to **Chief of Materials SKIMS Soura.**
16. You may download the tender from our official web site www.skims.ac.in. However tender shall be entertained by the Institute only after receipt of tender fee to be attached with the tender either in the shape of bank draft or to be deposited in CD-34 of JK. Bank SKIMS Branch favoring FA/CAO SKIMS. The cost of downloaded documents has to be within the due date only.

Material. Management. Officer
(Purchase-Ist)

GOVERNMENT OF JAMMU AND KASHMIR
SK. INSTITUTE OF MEDICAL SCIENCES SOURA,
SRINAGAR KASHMIR

TERMS AND CONDITIONS FOR X-RAY FILMS, CHEMICALS AND X-RAY ACCESSORIES ATTACHED TO NIT NO: SIMS 325 TENDER-II-2010 DATED: 19.01.2010.

01. RECEIPT AND OPENING OF TENDERS.

- a. The tenders duly sealed should be sent well in advance through registered post/Speed Post/Courier Service to be received by Central Receipt Section and addressed to Chief of Materials Management Shere-i-Kashmir Institute of Medical Sciences Soura, Srinagar Kashmir-190011 to be received on or before due date. Any Tender received after due date shall not be accepted. Institute shall not be responsible for any postal or transit delay.
- b. The Tenders shall be opened on prescribed dates in presence of the Tenderers or their authorized representatives who may be present on that day. In case last date of receipt/Opening happens to be a non working day due to any reason, the date shall automatically get extended to next working day. The Tenderers must mention Group No. Tender No. Date of Opening on the envelope.

02. RIGHT RESERVED BY THE GOVERNMENT.

The Director Sher-I-Kashmir Institute of Medical Sciences reserves all the right to accept or reject any tender or part thereof without assigning any reason or keep the tenders in abeyance or not to consider the tenders at all for rate contracts/Supply orders if situation so warrants.

In that case earnest money of Tenderers may be returned. Institute also reserves that right to cancel the rate contract/supply order at any stage in case sharp slash down of market prices of such items and issue fresh tenders.

03. QUANTITIES

The quantities mentioned in the list of items at Annexure 'A' are tentative. Institute reserves the right to increase or decrease these quantities as per actual requirement or delete any item from the Annexure 'A'.

04. SIGNING OF TENDERS.

Each page of tender documents must be signed by the Tenderer himself/themselves, stamped and dated or through their duly authorized person.

05. RETURN OF TENDER DOCUMENTS.

Tenders once received shall not be returned. Tender documents are non-transferable.

06. FILLING OF TENDERS

Tenders must be typed or hand written legibly in Ink and the tendered rates must be given both in figures and words. All rates should be affixed with transparent (Cello Tape) Tenders written with pencil or partly typed or partly hand written shall not be considered. Any correction in rates in the tender must be signed otherwise it will not be accepted.

07. **EARNEST MONEY.**

- a. The tenders must be accompanied with the Earnest Money for the amount given in Annexure 'A' in the shape of Call Deposit Receipt/FDR from any scheduled bank valid for 15 months pledged in favour of Financial Advisor/Chief Accounts Officer SK.Institute of Medical Sciences Soura, Srinagar. For SSI Unit the earnest Money shall be as per prescribed Govt norms.
- b. The Tenders not accompanied with required Earnest Money shall be rejected by the Institute.
- c. The Earnest Money shall be refunded to the unsuccessful Tenderer(s) after the finalization of the contracts. However, the earnest money in favour of the approved Tenderer(s) shall be adjusted towards Security Deposit.
- d. The intending Tenderer shall have to furnish fresh Earnest Money against this tender. The old CDR if any lying with the department shall not be considered as earnest Money against this tender.

08. **VALIDITY OF TENDER.**

The validity of tenders for acceptance must be 180 days/06 months) from the date of opening of tenders by the Institute.

09. **VALIDITY OF RATES AND RATE CONTRACT.**

The rates to be quoted by the Tenderers must be valid for one year from the date of issuance of Rate Contract or till finalization of new Rate Contract. No escalation in the rates shall be allowed by the Government. Rates once quoted can not be changed by the Tenderer(s). The rate contract shall remain valid for one year or till finalization of new Rate contract whichever is earlier.

10. **TAXES.**

The rates quoted must be firm and delivered F.O.R Hospital Stores/Kitchen Soura, Srinagar (J&K) inclusive of all charges and taxes. The VAT if payable must be shown separately. Entry Tax/Service Tax if any applicable to be shown separately against each item.

10. **A. RATES.**

- A. The rates quoted should be the lowest Hospital rates as quoted to other Hospitals. In case any variation is noticed the lowest rate shall be applicable.
- b. The rates quoted by the Tenderers should not exceed the rates printed on the materials supplied during the currency of the contract. If at any time during the currency of contract it is noticed that printed rates of the materials supplied by the successful Tenderers are lower than the quoted and approved rates. In that case payment of material supplied shall be restricted and paid to a maximum upto the printed rates of the materials. In case of any scheme of free item same shall be passed on to Purchaser.
- c. If the price of the contracted goods is/are controlled by the Govt. the payment in no case is made at higher rate than the controlled rate.

11. **DISCOUNT**

The Tenderers should indicate maximum discount which they can offer on the items quoted by them. The discount should not be subject to any condition.

12. **SECURITY DEPOSIT.**

The Security Deposit shall be 5 to 10% of value of ordered good less by Earnest Money already deposited. The security deposit shall be released after expiry of rate contract provided Contractor has completed supplies successfully.

For SSI Unit the Security Deposit shall be as per Govt. norms.

13. **DELIVERY SCHEDULE.**

- a. Timely delivery of all items is absolutely essential and the Successful Tenderers shall ensure same.
- b. The Successful Tenderers shall deliver all items in Central Stores and Drug Stores as per order specification and delivery schedule given in each supply order issued during Rate Contract period.
- c. If the Successful Tenderers fails either to supply items of the prescribed specification. Sample or to deliver the items within the specified period, the Institute shall be at liberty to arrange the items from alternate source or otherwise for which any extra cost incurred shall be deducted from the bills/Security Deposit of Successful Tenderers.
- d. Director of Institute may Condon the delay or grants extension in delivery period taking into account merits of each case including "Force Majure" clause. However this will not apply to daily use items.

14. **INSPECTION, REPLACEMENT OF REJECTED SUPPLIES.**

- a. The inspection of the materials after its receipt shall be conducted at Hospital Stores, by the Inspection Committee of the Institute, in presence of the Successful Tenderers authorized representative if they are present on the day of inspection. The decision of the Inspection Committee of Institute shall be final and binding on the Successful Tenderers.
- b. Any shortage/damage/discrepancy noticed or if items do not conform to order specification/sample, same shall have to be rectified/replaced/replenished by the Successful Tenderers, free of cost within a period of 10-15 days from the date of communication of such damage/shortage/discrepancy to them.
- c. The rejected supplies shall have to be lifted by the Successful Tenderers from Institute Stores within 7 days at their care and cost. Any expense or loss caused to Successful Tenderers as a result of rejection or replacement of supplies or storage in Institute Stores, shall be entirely at the account of Contractor.

15. **PACKING/INSURANCE.**

- a. The goods should be properly packed by the Successful Tenderers before dispatch at their care and cost to avoid any damage etc during transit.
- b. In case Successful Tenderers deems it necessary they may insure the goods for all risks at their care and cost.
- c. In case of any loss, damage, breakage, leakage, shortage, the Successful Tenderer shall be liable to make good such loss, damage etc free of charges within reasonable time.

- d. The items shall be supplied in original packing of manufacturers clearly mentioning batch No. date of manufacture and expiry dates and name of original manufacture.

16. **PAYMENT.**

- a. Payment of each and every consignment delivered by the Successful Tenderers shall be released after receipt at SKIMS Stores and its inspection conducted by Inspection Committee certifying that the items received conform to the order specification/sample/quantity/brand provided Successful Tenderers has fulfilled Security Deposit and other clauses of agreement. In case Security Deposit is not received than only part payment shall be released.
- b. In case supplies are made in small installments, the payment shall be released in consolidated form in accordance with the delivery period stipulated in the supply order.
- c. All bank charges/remittance charges on payments made to the firms shall be to the account of Successful Tenderers.
- d. In case Successful Tenderers claims that VAT has been paid by main distributor/Supplier, he shall submit documentary evidence to that effect as deemed necessary by the Institute.
- e. In case of any discrepancy found at the time of inspection or after inspection, the payment shall be withheld or partly released by the Institute till the discrepancy is rectified by the Successful Tenderers.
- f. The Successful Tenderers shall submit bills/invoice in quadruplicate giving order No, date, mode of dispatch on each invoice/ bill.

17. **QUALITY AND SHELF LIFE/WARRANTY.**

- a. The items supplied shall be of good quality conforming to with the approved brand/sample. In case any discrepancy in brand/quality/specification/size etc is noticed (even after inspection) it shall be replaced, free of charges, by the Successful Tenderers.
- b. The items supplied should be of latest manufacturing batch with maximum shelf life and of original make and shall carry guarantee of one year from date of receipt at the Institute.

18. **PENALTIES.**

In case the event of the Successful Tenderers failing, declining, neglecting or delaying the supply of the materials or in the event of any damage occurring or being caused by the Successful Tenderers or in the event of default or failure by the Successful Tenderers or if the goods supplied do not conform to the order specification or sample, the Institute shall without prejudice to any other remedy available to it under law for the time being in force in J&K State take recourse to all or any of the following penal action against defaulted Contractor.

- a. Make risk purchase from alternative source or from open market at the risk and cost of defaulted Contractor, out of the amount of Security Deposit deposited by the Contractor, to make good the loss sustained or excess cost incurred.
- b. For delay in supply of items beyond stipulated or extended delivery period of supply order. Institute may accept the supplies after imposing penalty subject to maximum of 10% of the value of the delayed goods. The amount of penalty shall be determined by the Director after taking into account merits of each case.
- c. Recover the amount of the loss caused by the damage, failure or default (including the consequential damages) as may be determined by the Institute and/or
- d. Terminate the contract after 30 days notice or black list the Successful Tenderers.

The imposition of penalty is subject to "Force Major" clause and Arbitration clause of this Agreement. Director of Institute may also Condon delay in case the reasons of delay are justified.

19. **FORCE MAJORE.**

Any failure or omission to carry out the provisions of this contract shall not give rise to any claim by the Government and the Successful Tenderers one against the other, if such failure or omission arises from an Act of God, which shall include all acts of natural calamities such as Fire, Floods, Earthquakes, Hurricane or any pestilence or from civil strikes, compliance with any statutes/regulations of the Government lockouts and strikes, non availability of raw material riots, embargoes or from any political or other reasons beyond the control of the Institute/Successful Tenderers including war whether declared or not civil war or a state of insurrection.

20. **ARBITRATION.**

- a. If any time any question, dispute or difference what so ever shall arise between the parties hereto or in relation to or in connection with this contract either of the parties may give the other party notice in writing of the existence of a question difference or dispute and the same shall be referred to award to two arbitrators, one to be nominated by the Govt and other by the Supplier. In case of such arbitrators not agreeing, then to ward of an Umpire to the appointed by the arbitrators in Writting before proceeding with the reference and the decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them, shall be final and binding on the parties.
- b. Such a notice of existence of any question or difference or dispute in connection with this contract shall be served by either party within 30 days of the beginning of such a question or difference or dispute failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.
- c. The provisions of the J&K Arbitration Act 2002 and the rules hereunder or any statutory modification thereof shall be deemed to apply to Arbitration Jurisdiction for any legal case shall be of Srinagar Courts only.

- d. Upon every or any such reference the cost of and incidental to the reference and award respectively shall be at the discretion of the Arbitrators or in the event of their not agreeing, to the umpire appointed by them, who may determine the amount thereof or direct the same to be fixed as between solicitor client or as between party and party and shall direct by whom, to whom and in what manner the same shall be borne and paid.

21. **PATENT RIGHTS.**

The Contractor shall have to defend at their cost any claim lodged in a suit or proceedings against the Government that the materials or any part thereof constituted an infringement of any patent of the country of origin or India, if notified promptly in writing and give authentic information and assistance for the defense, and the Contractor shall pay all damages and costs awarded against the Government in such suit or proceedings for patent infringement in case the materials in such suit or proceedings for is held to constitute an infringement of patent and the use of the materials or part thereof is prohibited, the Contractor shall at their expenses either procure for the Govt, the right to continue using the materials or replace the same with non-infringing one and refund to the Government prices plus incidentals and the transportation cost accrued thereon.

**Material Management. Officer
(Hosp-Purchase)**

GOVERNMENT OF JAMMU & KASHMIR
SHER-I-KASHMIR INSTITUTE OF MEDICAL SCIENCES
SOURA, SRINAGAR-KASHMIR-190011 FAX NO: 0194-2403470, 2403929

**LIST OF X-RAY FILMS, CHEMICALS & ACCESSORIES ATTACHED TO NIT
NO:SIMS 325 TENDER-II-2010 DATED: 19.01.2010.**

SNO	NOMENCULTURE	UNIT	APPROX.QTY	RATE
01.	X-RAY FILMS (INTRALEAVED) PKT OF 50 FILMS SIZE = 8" X 10" 10"X12" 12"X15" 14" X 17"	PKT OF 50 FILMS	1000 PKTS 1250 PKTS 2000 PKTS 100 PKTS	
02.	A. X-RAY FIXER B. X-RAY DEVELOPER C. X-RAY REPLINISHER	22.5 liter 22.5 liter 22.5 liter	350 PKTS 400 PKTS 100 PKTS	
03.	DENTAL X-RAY FILMS SIZE = 31MM X41MM	PKT OF 150 FILMS	200 PKTS	
04.	X-RAY LEAD MARKER/ ALPHABETS A. 0-9 (R & L) B. A-Z , SMALL & BIG SIZES	SETS	400 SETS EACH	
05.	BARIUM SULPHATE MICRO SUSPENSION	1 & 5 LIT PACK	100 LITRES	
06.	LIGHT SAFE CASSETTE PASS BOXES RECTANGULAR STANDARD SIZE 12 X 15"	NOS	6 NOS	
07.	X-RAY VIEW BOXES FOR SINGLE /DOUBLE /TRIPLE FILMS WITH TUBE LIGHT	NOS	100 NOS	
08.	A. X-RAY FILMS CASSETTE B. INTENSIFYING SCREENS A. 12 X 15" B. 10 X 12" C. 8 X 10"	NOS	30 NOS EACH SIZE	
09.	STAINLESS STEEL FILM HANGING CLIPS SMALL AND MEDIUM	NOS	300 NOS	
10.	IVP BINDERS	NOS	4 NOS	
11.	SAFE LIGHTS FOR DARK ROOM	NOS	12 NOS	
12.	TRANSPARENT SHEETS MILKY WHITE FOR VIEW BOXES	NOS	20 NOS	
13.	INFRA RED GOGGLES FOR X-RAY	NOS	10 NOS	
14.	LEAD GLOVES FOR X-RAY	PAIR	10 PAIRS	
15.	X-RAY HANGERS CHANNEL TYPE SIZE = 14X 17 12X 15 10X 12	NOS	100 NOS 500 NOS 200 NOS	

Essential requirement/documents

- i. Latest Commercial Tax clearance is essential.
- ii. Samples essential for all items alongwith test report.
- iii. Mention Brand name and name of Manufacturer for each item.
- iv. Do not quote items in codes. Such tender will be rejected.
- v. Quantity given is tentative and is subject to increase or decrease or deletion.
- vi. Sales tax, Entry tax, or Value Added Tax must be shown separately for each item.
(Entry Tax is applicable on all supplies out side J&K).
- vii. The items in bulk quantity to be marked "**SKIMS HOSPITAL SUPPLIES**".
- viii. All rates quoted should be affixed with "TRANSPARENT CEILO TAPE".
- ix. The rates quoted should be F.O.R Hospital Stores and not higher than those quoted to other Hospitals/Deptt in J&K.

Material. Management. Officer
Purchase- (I)

