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HOD

## Department of Environmental Science

### University of Kashmir

### Hazratbal Srinagar -190006

No.: ENV/PCO/KU/20/01  
Dated 26/02/2020

#### Notice for Invitation of Tenders (NIT)

Head Department of Environmental Science, on behalf of competent authority of University of Kashmir Srinagar, invites tenders from the manufacturers or their authorized distributors/dealers in two-bid system through e-procurement solution as per the guidelines and terms & conditions given in the tender document for the supply, installation and testing/Demonstration of equipment listed below. Complete information and details of the NIT along with general and specific terms & conditions, specifications, qualifying criteria, Bill of Quantities (BOQ) etc. can be seen/downloaded at/from the website [www.jktenders.gov.in](http://www.jktenders.gov.in). Tender document is also available for viewing on the website of University of Kashmir, [www.kashmiruniversity.ac.in](http://www.kashmiruniversity.ac.in) and <http://envirs.uok.edu.in>. The interested tenderers should upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical bid & all duly signed on [www.jktenders.gov.in](http://www.jktenders.gov.in).

S. No.	Name of the Instrument	Quantity
1	Pulse CO-Oximeter	1

S. No.	Activity/Event	Date and time
1.	Date of issuance of tender notice	27-02-2020
2.	Date of downloading the bid documents	27-02-2020 (4.00 pm)
3.	Bid Submission Start Date	27-02-2020 (4.00 pm)
4.	Last Date for seeking clarifications	02-03-2020 (4.00 pm)
5.	Bid Submission Last Date	07-03-2020 (03:00 pm)
6.	Last date for submission of hard copies	07-03-2020
7.	Date and Time of Opening of Technical bid	09-03-2020 (11.30 pm Tentative)
8.	Date and Time of Opening of price bid	To be announced later on after opening technical bids

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Department of Environmental Science  
University of Kashmir Srinagar

1. **Payment of cost of Tender documents:** The amount of Rs.500/-as cost of Tender document in the form of E-Challan/Cheque/DD favoring **Head, Department of Environmental Science**, University of Kashmir Srinagar 190006, J&K India needs to be appended with other documents mentioned in tender notice. The original hard copy of the tender fee document must reach to the office of HoD Environmental Science well in time. The bidders can view/download the tender documents from the [www.jktenders.gov.in](http://www.jktenders.gov.in) and E-Challan from website of Kashmir University <http://www.kashmiruniversity.net/tenders.aspx>.
2. **Submission of bids:** The bidders who are desirous of participating in procurement shall submit their technical and price bids online in the standard formats prescribed in the Tender documents, displayed at: [www.jktenders.gov.in](http://www.jktenders.gov.in). The bidder should upload the duly signed and stamped scanned copies of all the relevant certificates, documents etc. in support of their bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him/her, owning responsibility for their correctness/authenticity. Submission of hard copies in support of technical bid is desirable but not mandatory to the office of the **Head, Department of Environmental Science**, University of Kashmir Srinagar 190006, J&K, India. Submission of hard copies related to price bid is not required and will be evaluated/ viewed by downloading the same from the website. Scanned copy of the original EMD should be uploaded along with other documents by and before the specified date & time and original hard copy of the EMD will be demanded only from the successful bidder during the time of supply/allotment/Purchase order. Financial bids shall also be submitted online only. In the event of the specified date for physical submission of bid documents (optional) is declared a holiday, the same will be received up to the notified time on the very next working day. However, documents of the bidders downloaded online or requisitioned subsequently only will form the basis for deciding the tender.
3. **Payment of Bid Security (Earnest Money Deposit):** The EMD of Rs. 500/= for **Pulse CO-Oximeter** shall be deposited in the form of the **Bank Guarantee/Fixed Deposit Receipt/DD only** of a scheduled bank issued in favour of **Head, Department of Environmental Science** University of Kashmir Srinagar 190006, J&K, India and the scanned copy thereof is to be uploaded along with the bid. The original copy Bid Security (EMD) of successful bidder/s will only be demanded during the issuance of purchase order/s. However, firms registered with NSIC etc., are exempted from submitting EMD provided such registration includes the item(s) they are offering are manufactured by them and not for selling products manufactured by other companies.
4. **Processing of Tenders:** The technical/purchase committee of department approved by the competent authority will evaluate and process the tenders and the decision will be communicated to the bidder online. The technical/Purchase Committee will take care of the technical superiority in light of the specifications and the resultant evidence during the evaluation process in order to keep in mind the interests and application of the said equipment in the Department/Institute.
5. **Price Bid Opening:** The Price Bids of only technically qualified bidders (whose bids satisfy the prescribed technical specifications/parameters and have also submitted all requisitioned documents & EMD online) will be opened online at the specified date & time and will subsequently be evaluated to determine the lowest bidder. Bidders are expected to quote reasonable price keeping in view the equipment is to be used for research purpose only and should give due consideration to educational discount. The result will be displayed on the: [www.jktenders.gov.in](http://www.jktenders.gov.in), which can be seen by all the bidders who participated in the tenders.
6. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
  - (i). Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.

(ii). Bidders can visualize the process online.

8. **Financial Rules for e-procurement**: GFR-2017 shall be applicable to the e-procurement system for purchase of equipment/goods etc. mentioned in the tender document.

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**Head, Department of Environmental Science**  
**University of Kashmir, Srinagar-190006**  
**Jammu & Kashmir, India**  
**Email: [rajafayazali@gmail.com](mailto:rajafayazali@gmail.com)**  
**Cell No: 9419035303**

## Specifications of Pulse CO-Oximeter

<b>Quality</b>	<b>Research grade</b>	<b>Compliance (Yes/No )</b>	<b>Remarks if any</b>
<b>Type</b>	Hand held		
<b>Power supply</b>	AA batteries (minimum 10 hrs backup)		
<b>Parameters</b>	Continuous monitoring of Pulse rate, Hemoglobin level, Oxygen Saturation and oxygen content, Perfusion Index and Pleth Variability Index, Methemoglobin, Carboxyhemoglobin		
<b>Operating Temperature</b>	-20 to 50°C		
<b>Variations</b>	Minimum fluctuations in output during movement		
<b>Storage</b>	Data storage available for multiple individuals		
<b>Accuracy</b>	70-100%		
<b>Attachments</b>	1) RC Cable 4 ft 2) Adult Sensor 3) Pediatric Sensor 4) Carrying Case		

## TERMS AND CONDITIONS

1. Procedure for submission of bids: The bidders who are desirous of participating in e-procurement shall submit their offers in two bid format, namely Technical Bid and Financial Bid. The Technical and Financial bids in the standard formats prescribed in the Tender documents, displayed at: [www.jktenders.gov.in](http://www.jktenders.gov.in). The bidder should upload the scanned copies of all the relevant certificates, documents etc. after page-numbering all documents and tender document and prepare an index thereof in the: [www.jktenders.gov.in](http://www.jktenders.gov.in) in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him/her, owning responsibility for their correctness/authenticity. Manufacturers (OEMs) or their Authorized Distributors/dealer only should submit their bids.

### 2. ALTERATION IN THE SPECIFICATION.

The specifications mentioned in the tender must not be altered by the Suppliers.

### 3. INCOMPLETE TENDERS

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information/documents, as asked for in the NIT, or submission of a bid not substantially responsive to the NIT in every respect, will be at the Bidder's risk and may result in rejection of its bid.

### 4. CANCELLATION OF TENDER/ CONTRACT/ IN PART OR IN FULL IN CASE OF DEFAULT IN CONTRACT/SUPPLY:

If the Supplier, in the opinion of the Institute, fails or neglects to comply with any of the terms & conditions forming, part of the order issued, the Head of institute shall, without prejudice to any other right or remedies under the contract, have the right to cancel the contract /order by giving 15 days notice in writing to the Suppliers/firms without being liable to pay compensation for such cancellation.

5. Tender shall be uploaded as per guidelines indicated for e-procurement solution.
6. Demonstration of equipment has to be arranged by the suppliers, if desired by the institute.
7. The quotation should be valid for a period of 120 days from the date of opening of the technical bid.
8. Rates are to be quoted in INR (Rupee terms) as unit price wherever applicable and any revision thereof is not allowed after the tenders have been opened.
9. The delivery period should be clearly mentioned against each item, in case, the items are not readily available, ex-stock offer will be preferred.
10. Rates should be quoted F.O.R Institution (University of Kashmir) including all Taxes and Duties namely GST/Custom Duty etc (against Custom Duty Exemption Certificate) and other should be mentioned clearly. Also mention price of optional accessories separately wherever required/applicable. The equipment under question is to be used for Research purpose only.
11. For exemption of GST under certain conditions Notification No. 45/2017 Central Tax (Rate) and 47/2017 Integrated Tax Rate dated 14-11-2017 issued by Govt. of India, Ministry of Finance Department of Revenue shall apply .
- 12.
12. Consignment will not be insured at the Institute/University Cost.
13. Bidder, if is not the Original Equipment Manufacturer (OEM), must submit OEM's or their Distributor's Authorization to quote/sell the product(s). Preference will be given to quotation pertaining to indigenous products. However, where suitable substitutes are not available and item need to be imported the following clarification/information should be given.

- Whether the item will be imported by the intended tenderers against its own import license or university will have to provide Custom Duty Exemption Certificate (CDEC).
  - Name and address of the foreign supplier, make & model of the offered product and authorization to sell from OEM or their Distributor/Authorized Chanel Partner.
  - Delivery period including information about mode of dispatch and possible duration (after dispatch) for receipt of item at the port.
  - Whether the item required any special preparation for installation. In case yes, full details should be given regarding operation and maintenance of the items.
  - In case of costly/sophisticated items whether the tenderers will arrange any special training regarding operation / maintenance of the items.
  - Nature of assurance for the supply of spares after the warranty period.
14. Terms of Payment and Conditions
- a. For Indigenous/Imported equipment/stores on DDP (Delivered Duty Paid) Destination basis:
- 80% of the total payment shall be released on submission of proof of delivery of complete equipment/stores (stores/consignee receipt), inspection report and on certification of satisfactory installation of the equipment at the consignee's premises and after "ensuring verification of the Performance Security" @ 5% of the Purchase Order value.
- Balance 20% of the payment shall be released upon successful test run of the equipment and after ensuring that already furnished Performance Security is valid for period of warranty/guarantee.
- b. Price Fall Clause
- If at any time prior to delivery of the equipment/stores, the bidder/supplier reduces the sale price of such equipment stores as covered under this tender enquiry, to any organization (including Central/State/Deemed University) at price lower than the price quoted under this contract, he shall forth with reduce the price payable under this tender for the equipment/stores being supplied after the date of coming into force of such reduction, the price of equipment/stores shall stand correspondingly reduced.
15. In the event of the item(s) being imported product(s), Custom Duty Exemption Certificate (CDEC) will be issued by the University on the written request of the supplier.
16. Conditional quotations and/or incomplete quotations in any respect will be rejected.
17. In case you cannot quote for one or more of the items asked for in the tender the word "NOT QUOTED" (in the rate column) should be indicated.
- The specification of the item quoted by the firm should confirm to the University specifications. Confirmation, in this respect should be specifically mentioned in the tender. Where the tenderer feels that the specification of the item not fully given or differ, from the specification of the item mentioned by the university, the exact specification of such item in a separate deviation sheet should be attached with the tender indicating the item quoted.
18. The Firm is required to link the University specifications with catalogues & leaflets/literature and also **mention Make and the Model for each item**. Detailed features, for compliance of specification should be provided on specification sheet & appropriate reference i.e. page no. & para of literature, leaflet wherefrom the relevant information has been checked, should be indicated.
19. The Purchase Order/Contract will be awarded to the successful Bidder whose bid has

- been determined to be responsive and has been determined to be the lowest evaluated bid, provided further the Bidder is determined to be qualified to execute the Order/Contract satisfactorily.
20. The technical committee reserves the right to reject any or all the tenders and annul the bidding process at any time prior to award of Contract, without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders, and his decision will be final.
  21. The supplies shall have to be made within the period specified in the purchase order failing which the order shall be cancelled and the Earnest Money will be forfeited. However, in exceptional circumstance and, on written request, from the supplier/tenderer, extension of date for supply of the material will be considered. Extension in supply period is at the sole discretion of the competent authority.
  22. Service manuals, wherever available/ required, should be provided along-with the Equipment.
  23. The Department reserves the right at the time of award of PO/Contract to increase or decrease the quantity of goods/items and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
  24. In the case of purchase of many items against one tender, which are not inter-dependent or where compatibility is not a consideration, comparison would be made on the basis of prices quoted by the firms for identifying the lowest quoting for each item.
  25. **WARRANTY:** All products/equipment/accessories must have a minimum of One Year Warranty. A Warranty Certificate should invariably be supplied alongwith the item at the time of delivery. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the supplier shall rectify the defects, errors or omissions by repair or by partial or complete replacement on free of cost basis.
  26. The Competent Authority reserves the right to levy liquidated damages up to 2% of the value of the order for delayed supply. If the supply is delayed beyond the extended period, the University reserves the right even to cancel the order and forfeit the EMD of the firm/ tenderer.
  27. **PERFORMANCE SECURITY DEPOSIT:-** The successful tenderer shall furnish Performance Security Deposit of the value of 5% of the basic cost of the item in the shape of Bank Guarantee/FDR etc. from a Nationalized bank pledged to **Head, Department of Environmental Science, University of Kashmir, Srinagar-190006, Jammu & Kashmir, India** for the warrantee/guarantee period to ensure the satisfactory performance of item supplied. The performance guarantee is to be submitted at the time of installation / demonstration of equipment. In case the performance of the item is not found satisfactory and/or the Supplier fails to complete its obligation under the contract/purchase order, the amount of Performance Security will be credited in Department/University account.
  28. **DEFAULT:** In the event of default and unsatisfactory service of the contractor/Supplier firm, the University of Kashmir will be at liberty to repair/get the item serviced from other party at the cost of supplier/contractor/ tenderer.
  29. In case of software items connected directly or indirectly with the equipment, the suppliers should ensure that:-Legal software is supplied in original sealed pouches / P. K. T. A license agreement is enclosed with it. A registration card is available for software.
  30. **FAILURE AND TERMINATION:** - If the Contractor / Supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, University of Kashmir may without prejudice to the right of the purchaser recover damages for breach of the contract.
  31. The technical & financial bids of only those bidders will be opened who fulfill the eligibility criteria and whose documents are found in order. If any of the date earmarked

for opening of technical or financial bids happens to be a holiday, the bids will be opened on the very next working day.

32. Notwithstanding the provisions relating to extension of time, penalty and cancellation of tender/contract for default, the vendor shall not be liable for forfeiture of its performance security/ liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure (i.e. an event or situation beyond the control of the vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor; such as wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.). If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of force-majeure for a period exceeding 60 days, either party may at its option terminate the contract by sending a written notice without any financial repercussions on either side.
33. The bidder has to submit an undertaking in firm letter pad that it has not been blacklisted by any Govtdeptt./Insst/Autonomous body.
34. Proof of GST Registration No and income tax return copy or any other relevant document for last three financial years since the date of tender.
35. PAN No ( Copy of PAN No Attached)
36. P.Os Copies/rate contract having executed similar items/order copy of last 5 financial years date of tender be also provided for technical evaluation by the committee. .
37. Authorization Certificate from Original Equipment Manufacturer (OEM) or their Distributor/dealer to quote/sell the product, in case the Bidder is not the OEM.
38. The Technical/Purchase committee of the department reserves the right to negotiate with the preferred vendor for price if the circumstances demand so or any other provisions/deals that the committee may deem appropriate and suitable for safeguarding preference, interests and priority of Department/Institute.
39. **Arbitration.** All disputes or differences arising out of or in connection with the tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply/Installation/performance, which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the firm on any issue, the final decision would be of **Head, Department of Environmental Science**, and University of Kashmir. The arbitration will be governed by following:-
  - All disputes or differences arising out of or in connection with the contract including the one connected with the validity of the contract or any part thereof shall be settled by bilateral discussions.
  - Any dispute, disagreement arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
  - Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
  - The sole Arbitrator shall have its seat in Srinagar or such other place in the state as may be mutually agreed to between the parties.
  - The arbitration proceedings shall be conducted under the J&K Arbitration and Conciliation Act, 1996 and the award of such Arbitration
  - Tribunal shall be enforceable in Srinagar.
  - Each party shall have to bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
  - The parties shall continue to perform their respective obligations under this contract



during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal, then one arbitrator will be appointed by each party).

Sd  
HoD  
Department of Environmental Science  
University of Kashmir, Srinagar-190006  
Jammu & Kashmir, India

<b>EMD Equipment Details</b>		
<b>S.NO.</b>	<b>Description of Equipment</b>	<b>EMD in INR</b>
1	Pulse CO-Oximeter	500

CHECK LIST OF DOCUMENTS TO BE SENT WITH TECHNICAL BID.

S.No.	Particulars of documents	Yes/No.	Page no.	No. of Pages
1.	Proof of EMD (mention amount with instrument number and date)			
2.	Proof of PAN no. (Mention no.....)			
3.	Proof of GST Registration No. and VAT Return copy			
4.	Brochure/Leaflets/Technical Information, including Make & Model, Imported/Indian of the item(s) UNDERTAKING as per format given in the Tender			
5.	Document, duly signed.			
6.	Cover Letter			
7.	Tender Fee			
8.	Technical specifications, terms & conditions and delivery period etc. to be submitted on firm's letter Head			
9.	Warranty Certificate from manufacturer or authorized dealer of manufacturer			
10.	Compliance Sheet			
11.	P.Os Copies having executed similar items i.e equipment/order copy only from last 3 financial years date of tender.( minimum one purchase order copy Per financial year )			
12.	List of customers/institutions where the equipment has been supplied			
13.	Authorization Certificate from Original Equipment Manufacturer (OEM) or their Distributor to quote/sell the product, in case the Bidder is not the OEM			
14.	The bidder has to submit an undertaking in firm letter pad that it has not been blacklisted by any GovtDeptt./Instt/Autonomous body.			
15.	Other documents if any			

Note: All copies of above documents should be duly signed and stamped by the tenderer before uploading.

Signature of tenderer:.....

Name: .....

Name of firm: .....

Telephone No.....

**Pagination must be completed properly**  
(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

**TENDER NOTIFICATION NO:** -----

**UNDERTAKING**

The Head of Department  
Department of Environmental Science  
University of Kashmir, Srinagar  
J&K, India-190006

We the undersigned (herein after called as Contractor/Vendors/Suppliers) hereby offer to execute supply of item/s as per specification/s against which we have quoted our rates and for which this tender may be accepted at the rates stated therein and subject to the terms & conditions set forth for such items.

**Date this \_\_\_\_\_ Day of \_\_\_\_\_**  
**Signature of Contractor \_\_\_\_\_**  
**Address \_\_\_\_\_**  
\_\_\_\_\_  
\_\_\_\_\_