

GOVERNMENT OF JAMMU & KASHMIR
DIRECTORATE OF HEALTH SERVICES, KASHMIR
Email: caodhsk@gmail.com Fax: 0194-2493712

eNIT NO: 01 - D H S K of 2021
DATED: 25/10/2021

Sub: Abbreviated notice inviting e-tenders for supply of HSD (High Speed Diesel) at various hospitals of DIRECTORATE OF HEALTH SERVICES KASHMIR on annual rate contract basis.

For and on behalf of Lt. Governor of Union Territory of J&K through the Director Health Services Kashmir, e-tenders are invited under two bid system (Technical bid and Financial bid) from the Oil Companies/ their authorized and registered dealers with sound financial background for supply of HSD (High Speed Diesel) at various hospitals of DIRECTORATE OF HEALTH SERVICES KASHMIR on annual rate contract basis for a period of one year. Details/Names of hospitals to which the HSD is to be supplied are given in detailed eNIT.

Description	Tentative annual qty.
High Speed Diesel (HSD)	400 KL

The detailed tender document containing quantity and other terms and conditions, is available on www.jktenders.gov.in and complete bidding process will be online on said e-tender portal, **as per following schedule:**

S. No.	Activity Description	Schedule
01.	Tender fee in the shape of Demand Draft favoring Chief Accounts Officer DIRECTORATE OF HEALTH SERVICES KASHMIR.	Rs. 1,000/-
02.	Earnest Money Deposit (EMD) in the shape of CDR/FDR (pledged to Chief Accounts Officer Directorate of Health Services Kashmir)	Rs. 0.15 lac per hospital to which the HSD is to be supplied
03	Date & time for downloading of tenders	26/10/2021 (09:00 am) to 01/11/2021 (06:55 pm)
04.	Any clarification with regard to e-NIT shall be entertained only from <i>(no representation/clarification shall be entertained beyond the stipulated period)</i>	26/10/2021 to 30/10/2021 (during office hours)
05.	Start/ Last date & time for submission of tenders	26/10/2021 (09:00 am) to 01/11/2021 upto (06:55 pm)
06.	Date & Time for opening of technical bids	02/11/2020 (11:30 am)

The tender notice is also available on DIRECTORATE OF HEALTH SERVICES KASHMIR website www.dhskashmir.org (for reference only).

Complete bidding process will be online at www.jktenders.gov.in **(Technical and Price bids shall have to be submitted in electronic format on the said tender portal and in no case be submitted in physical form.**

The Director Health Services Kashmir reserves the right to accept/reject or cancel any tender or all tenders in full or part thereof without assigning any reason.

The tenders should be submitted strictly in accordance with the provisions of the detailed eNIT.

Sd/-
**Director Health Services,
Kashmir**

No: DHSK/ ACCTTS/BGT/3651-57
Dated: 25/10/2021

Copy to:

1. Dy. Director Information Department Kashmir with the request to publish the NIT in two leading local daily newspapers of the valley well before the Due Date.
2. Chief Medical Officer Baramulla, Budgam, Srinagar, Ganderbal and Pulwama for information.

Sd/-
**Chief Accounts Officer/
Member Secretary DHSK**

Instruction to bidders regarding e-tendering process:-

1. The interested bidder can download the NIT/bidding document from the website <http://jktenders.gov.in>
2. To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendors.
3. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
4. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
5. Bids will be opened online as per time schedule mentioned in the NIT.
6. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
7. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
8. All the required information for bid must be filled and submitted online.
9. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. Complete bidding process will be online at www.jktenders.gov.in. (Technical and Price bids have to be submitted in electronic format on the said tender portal as per time schedule specified and in no case be submitted in physical form.
10. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
11. Bidders are advised to use "My Documents" area in their user on <http://jktenders.gov.in>, e-tendering portal to store important documents like, GST Registration Certificate, copy of Latest GST Return, IT certificate, Manufactures authorization and other related documents etc., and attach these certificates as Non-Statutory documents while submitting their bids.
12. Bidders 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 as prescribed and it should be saved with the same as it contains.
13. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF \ Scan properly.
14. The guidelines for submission of bid online can be downloaded from the website <http://www.jktenders.gov.in>

GOVERNMENT OF JAMMU & KASHMIR
DIRECTORATE OF HEALTH SERVICES, KASHMIR
Email: caodhsk@gmail.com Fax: 0194-2493711

eNIT NO: 01 - D H S K of 2021
DATED: 25/10/2021

Sub: Detailed notice inviting e-tenders for supply of HSD (High Speed Diesel) at various hospitals of DIRECTORATE OF HEALTH SERVICES KASHMIR on annual rate contract basis.

1. Requirement: For and on behalf of Lt. Governor of Union Territory of J&K through Directorate of Health Services Kashmir, e-tenders are invited under two bid system (Technical bid and Financial bid) from Oil Companies/ their authorized and registered dealers with sound financial background, for supply of HSD (High Speed Diesel) at various hospitals of DIRECTORATE OF HEALTH SERVICES KASHMIR on annual rate contract basis for a period of one year to be reckoned from the date of issue of Rate contract. The list of hospitals/consignee destination to which the HSD is to be supplied by the successful bidder (s) is given as under:

S No	Name of the Hospital/Consignee Destination	Payment Making Authority
01.	JLNM Hospital Rainawari	Medical Superintendent JLNMH
02.	Govt Gousia Hospital Khanyar Srinagar	Medical Superintendent G H Khanyar
03.	District Hospital Budgam	Medical Superintendent DH Budgam
04.	District Hospital Pulwama	Medical Superintendent DH Pulwama
05.	Sub District Hospital Beerwa, District Budgam	BMO Beerwa
06.	Sub District Hospital Sopore, District Baramulla	BMO Sopore
07.	Sub District Hospital Kreeri, District Baramulla	BMO Kreeri
08.	Sub District Hospital Kangan, District Ganderbal	BMO Kangan
09.	Sub District Hospital Pampore, District Pulwama	BMO Pampore
10.	Sub District Hospital Rajpore, District Pulwama	BMO Rajpore
11.	Sub District Hospital Magam, District Budgam	BMO Magam
12.	Emergency Hospital Qazigund, District Kulgam	Medical Superintendent Qazigund
13.	Trauma Hospital Pattan, District Baramulla	BMO Pattan

2. Tender schedule:

Schedule:	Date & Time
Date & time for downloading of tenders	From 26/10/2021 to 01/11/2021 up to 06:55 p.m.
Start/Last date & time for submission of tenders	From 26/10/2021 (09:00 am) to 01/11/2021 (06:55 p.m.)
Date & time for opening of technical bids	02/11/2021 at 11:30 am

- 2.1. Any clarification will be entertained from **26/10/2021 to 30/10/2021 on all working days during office hours.**
- 2.2. In case the date of opening of tenders happens to be a non-working day on any account, the tenders shall be opened on next working day or any other day convenient to the Tender Opening Committee.

3. Bidding Process:

The tenders have to be submitted under two bid system (Technical Bid & Financial Bid) online on e-tender portal www.jktenders.gov.in.

A. Technical Bids: The tenderers are required to upload scanned copies of the following documents in their Technical bid online on www.jktenders.gov.in:

- a) Proof of Non-refundable **tender fee of Rs. 1000/-** (Rupees One Thousand) (*as per clause -4*)

- b) Earnest Money Deposit (**EMD**) of **Rs. 0.15 lac for each hospital** (Rupees Fifteen Thousand for each hospital). If any tenderer wishes to apply for 5 hospitals, the tenderer is required to deposit EMD of Rs.0.15 lac (amount fixed per hospital X 5 (no of hospitals for which tenderer has applied) = Rs. 0.75 lac (total amount to be deposited for tendering for 5 hospitals)
- c) Authorization Letter of the Company.
- d) GST Registration certificate.
- e) PAN Card.
- f) Copy of latest Income Tax Return.

B. Price Bids:

The financial bid shall contain only the clear cut discount offered for the HighSpeed Diesel to be quoted in the online BOQ on www.jktenders.gov.in.

Note: Complete bidding process will be online on e-tender portal www.jktenders.gov.in. No hard copies of Financial or Technical bids need to be submitted in physical form. However, DIRECTORATE OF HEALTH SERVICES KASHMIR shall ask for any of the documents at any stage later on, for verification etc.

The bidder is expected to examine all the instructions, scope of work and terms & conditions in the tender documents. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in any respect, will be at the tenderer's risk and may result in the rejection of his tender.

4. Tender Fee:

The bidder shall be required to deposit **Rs. 1000/-** (Rupees One Thousand) as tender fee in the treasury under receipt Head 0210 - Medical & Public Health.

5. Earnest Money Deposit / Security Deposit:

- a) The Earnest Money of **Rs. 0.15 lac** (Rupees fifteen Thousand) in the shape of CDR/FDR (pledged to Chief Accounts Officer Directorate of Health Services Kashmir)
- b) Further the concerned tenderer shall upload the copy of the Earnest Money Deposit instead of submitting the hard copy of the same. However, the successful tenderer(s) shall be required to submit the original EMD before contract order is allotted in their favour.
- c) Tenders not accompanied with the required Earnest Money proof shall be rejected straightway. In the event of successful tenderer failing to abide by the terms & conditions of the contract, the Government without prejudice to other remedies will forfeit the Earnest Money under law for the time being in force in the UT of Jammu and Kashmir.
- d) The Earnest Money Deposit shall be released in favor of the un-successful tenderer(s), after finalization of the contract and in case of successful tenderer, the EMD shall be treated as **Security Deposit** for a period of 12 calendar months and shall be released within two months from the date of successful completion of the contract period subject to satisfactory performance during the contract period to be certified by the concerned Medical Superintendents of District Hospitals/Block Medical Officers/ hospital authorities to which the HSD is supplied.

6. Penalties: In the event of the successful tenderer failing, neglecting or delaying in executing the supply or in the event of any damage occurring or being caused by him, the Department shall without prejudice to any other remedy available to it under the law for the time being in force in UT of J&K.

- Make market purchase of HSD at the risk, responsibility and cost of the successful tenderer/contractor/supplier and/ or
- Terminate the contract after 30 days notice, and/or,

- Recover the amount of loss caused by damage, failure or default (including the consequential damages) as may be determined by Medical Superintendents of District Hospitals/ Block Medical Officers/ hospital authorities of the hospitals to which the HSD is supplied and/or DIRECTORATE OF HEALTH SERVICES KASHMIR authorities.
- Impose penalty up to 10% of the total value of the order and/or,
- Black list and debar the company/dealer/agency from any future business with DIRECTORATE OF HEALTH SERVICES KASHMIR and/or
- Confiscate CDR/ FDR/ Security deposit.

The delay in the delivery and imposition of penalty shall be subject to Force Majeure clause of this NIT.

7. Rates:

- i. The tenderers are required to offer a **clear cut total discount (i.e. dealer's discount/Company discount/ any other discount)** on prevailing rates of HSD applicable at the particular location as on date the consignment is dispatched. **The successful bidder shall be determined based on the highest discount offered by the tenderer and the contract shall be fixed accordingly.**
- ii. The successful tenderer shall have to supply the High Speed Diesel F.O.R hospitals inclusive of all taxes, levies, carriage and all other charges.

8. Delivery: During the currency of the contract it shall be sole responsibility of the successful tenderer to maintain ample stocks of HSD without any interruption on daily basis to ensure trouble free functioning of the Hospital(s) as per the requirement of the hospital(s). For this purpose, the delivery of the HSD shall have to be made as and when required after confirmation from concerned Medical Superintendent/Block Medical Officer and delivered at Storage site as per the demand made by the concerned authorities. The supply of HSD shall have to be made in tankers duly sealed as per the company's norms.

9. Validity of tender: The validity of tender for acceptance must be 240 days, (eight months) from the date of opening of Price bids.

10. Quantity: The annual tentative quantity of HSD is **400 KL**, however, the same is subject to increase or decrease as per the actual requirement/consumption.

11. Payment: 100% payment of each consignment shall be released by the Drawing & Disbursing Officer concerned after delivery of HSD at specified hospital, successful inspection and verification of bills by the Drawing & Disbursing Officer/Committee thereof. The successful tenderer shall have to raise/submit the bill before the Drawing & Disbursing Officer concerned in quadruplicate at the time of supply and must be supported with the Challan of the Main Depot for record and reference. The payment shall be released by the Drawing & Disbursing Officer on the basis of rates prevailing as on the date of Challan the consignment is dispatched from the depot for each supply.

12. Inspection: The Inspection of the material (HSD) shall be conducted at the storage site of the hospital (s) by the Inspection Committee (s) in presence of the successful tenderer (s) or his/their authorized representatives. Any damage/discrepancy noticed at the time of Inspection shall be replenished by the successful tenderer/supplier. The shortage if any found shall be deducted from the bills on spot.

13. Right Reserved By The Department:

The Director Health Services Kashmir reserves the right to accept/reject or cancel any offer or all offers in full or part thereof without assigning any reason.

14. Jurisdiction: For any legal disputes etc, jurisdiction shall be Srinagar Courts only.

15. Force majeure:

Any failure or omission to carry out the provisions of this contract shall not give rise to any claim by one party 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,

flood, earthquakes, hurricanes or any pestilences or from civil strikes, compliances with any statute or regulations of the Government, lock outs and strikes, riots, embargoes or from any other reasons beyond the control of the parties including the war (whether declared or not) Civil War or State of insurrection

16. **Arbitration:** If at any time any question, dispute or difference whatsoever shall arise between the parties upon or its relation to or in connection with this contract, either of the parties may give to the other party in writing of the existence of such a question, dispute or difference and the same shall be referred to award to two arbitrators one to be nominated by DIRECTORATE OF HEALTH SERVICES KASHMIR and other by the company. In case of such arbitrators not agreeing to, then to the award of an Umpire to be appointed by the arbitrators in writing 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. The provisions of J & K Arbitration Act 1997 and of the rules there under or any statutory modifications thereof, shall be deemed to apply to arbitration. Such a notice of the existence of any question or dispute or difference in connection with the contract shall be served by either party within 60 days of the beginning of such dispute failing which all rights and claims under this contract shall be deemed to have forfeited and absolutely barred.
17. **Agreement:** The successful tenderer shall have to execute an agreement on Non-Judicial Stamp Paper of Rs. 100/- with the concerned Drawing and Disbursing Officers within a period of 05 days from the date of issue of the rate contract for due fulfillment of contractual obligations. Failure/ delay to execute such an agreement shall not however, prevent the contract from being enforced against the contractor/ agency.

Sd/-
Chief Accounts Officer
Member Secretary DHSK

Annexure-A

(Rate Schedule Format to be filled in the BoQ)

**Ref: eNIT No: 0 1 - D H S K o f 2021; dated: 25/10/2021 for
Supply of HSD (HighSpeed Diesel) at various hospitals of
DIRECTORATE OF HEALTH SERVICES KASHMIR.**

S No	Item	Name of the Hospital/Consignee Destination	Tentative annual quantity
01.	HSD (High Speed Diesel)	JLNM Hospital Rainawari	400 kL
02.		Govt Gousia Hospital Khanyar Srinagar	
03.		District Hospital Budgam	
04.		District Hospital Pulwama	
05.		Sub District Hospital Beerwa, District Budgam	
06.		Sub District Hospital Sopore, District Baramulla	
07.		Sub District Hospital Kreeri, District Baramulla	
08.		Sub District Hospital Kangan, District Ganderbal	
09.		Sub District Hospital Pampore, District Pulwama	
10.		Sub District Hospital Rajpore, District Pulwama	
11.		Sub District Hospital Magam, District Budgam	
12.		Emergency Hospital Qazigund, District Kulgam	
13.		Trauma Hospital Pattan, District Baramulla	

Note:

- 1. The bidders shall have to offer the clear cut total discount on prevailing rates per liter of HSD.**
- 2. The contract shall be fixed on the basis of Max. discount offered.**
- 3. The rates must be F.O.R the hospitals where the High Speed Diesel is supplied inclusive of all taxes, levies, and other charges.**

Sd/-
**Chief Accounts Officer/
Member Secretary DHSK**