

NOT TRANSFERABLE



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of the Government of Jammu and Kashmir)

Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu

(Temporary shifted to Plot No 58, Friends Colony, Satyam Road, Trikuta Nagar, Jammu)

Telephone: 0191-2580842 Fax: 0191-2581845 Email: mdjkmscl2@gmail.com, gmjkmscl@gmail.com



e- BID For The (Hiring OF Vehicle SERVICES) For Various Units of JKMSCL FOR THE YEAR 2022-24

**(REFERENCE NO: NIT/JKMSCL/VEHICLE SERVICES /2022-24/ 563
2022**

DATED: 14 -12-

LAST DATE OF SUBMISSION OF ONLINE BIDS

_____-2022 up to 1600 hrs



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Head Office: Plot No: 58, Friends Colony, Satyam Road, Trikuta Nagar Jammu

Corporate Office: Opp State Motor Garages Near Haj House, Bemina, Srinagar

Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)

No. NIT/JKMSCL/VEHICLE SERVICES /2022-24/563

Dated:- 14 -12-2022

NOTICE INVITING BID

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bids & Financial bid) in the EMD of Rs.250000/= in the form of FDR valid till for two years favouring FA/CAO JKMSCL in cover 1 and Financial bid in cover-2) is invited for **Hiring of Vehicles on Daily/Monthly basis with driver' for Corporate Head Office, Jammu/Srinagar and all the Regional Drug Ware Houses including Sample Ware House of Jammu & Kashmir Medical Supplies Corporation.**

Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com,.

1. The cost of the tender along with tender processing fee of Rs. 1000/- (Rupees One thousand only/-) i.e. Rs.200/- (Rupees Two Hundred only) as cost of tender & Rs.800/- (Rupees Eight Hundred only) as tender processing fee shall have to be deposited in the shape of Call Deposit Receipt in favour of FA/Chief Accounts Officer JKMSCL drawn on any of the Scheduled/Nationalized bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited Payable at Jammu/Srinagar or by depositing Rs.1000/- directly through RTGS/NEFT in the official account of JKMSCL bearing number 0373040500000032 branch JK Bank GMC Bakshi Nagar Jammu(Proof of deposit to be attached with the tender along with EMD)
2. Registered MSME for similar services are exempted from payment of EMD. To claim exemption as MSME, Udyog Aadhar certificate needs to be uploaded.

Sd/-
Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd.

BIDDING DOCUMENT FOR HIRING OF VEHICLE SERVICES TO JKMSCL

Bid Reference : NIT/JKMSCL/Vehicle/2022-24/ 5 6 3

Dated: 14.12.2022

Date of publication of e-bid	: 14.12-2022 at 16.00 hrs
Start date and time for download of bid document	: 15.12-2022 at 11.00 hrs
Last date and time for download of bid document	: 7-01-2023 at 1600 hrs
Start date and time for submission of online bids :	15.12-2022 at 1100 hrs
Prebid meeting	22.12.2022 at 12 PM
Last date and time for submission of online bids	: 07.01.2023 upto 1600 hrs
Date and time for online opening of technical bids	: 08.01-2023 at 1100 hrs
Tender Processing Fee:	: Rs.1000/-
EMD	: Rs.2,50,000 (two lac fifty thousand only)

An amount of Rs. 1000.00 (Rupees one thousand only), comprising of cost of Bid document as Rs. 200.00 (Rupees two hundred only) & Bid Processing fee as Rs. 800/- (Rupees eight hundred only) shall have to be paid either through NEFT in the Corporation's bank A/C No-0373040500000032 maintained at J&K Bank Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above account no. MSME exempted from EMD.(MSME firms exemption)

- (i) The pre-bid meeting shall be held on 22.12.2022 at 12.00 AM at Corporate Office, Jammu / Srinagar . The participants can also join via Google link that shall be shared on.
- (ii) The representation of bidders shall reach at the office of the JKMSCL latest by the date of pre-bid meet till before 4.30 PM.
- (iii) Scanned copies of Bank transfer/deposit receipt of cost of tender document and Tender processing fee and EMD in the shape of FDR/ CDR shall have to be uploaded along with Technical Bid.
- (iv) However CDR/ FDR shall have to be deposited, in original, at the office of MD, JKMSCL, Jammu/ Srinagar before the last date and time of bid submission above.

Note: -

1. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
2. The JKMSCL is not bound to accept the lowest bid and may reject any/part thereof or all bids without assigning any reason thereof.
3. Information of award of contract shall be communicated to all participating bidders on official website & JKMSCL, www.jkmsclbusiness.com.
4. Any representation received after the schedule date shall not be entered.

(To be submitted on letter head of Firm)

TECHNICAL BID

Annexure-A

(Declaration Form-Cum-Check list)

Subject: - Regarding Bid submission for **NIT/JKMSCL/VEHICLE SERVICES /2022/**

Dated:-16-11-2022

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 JKMSCL 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 proprietary firm, partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc as per law valid .

I/We further declare that the rates offered by us shall remain valid for the period of 24 months extendable for a further period of 12 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: -

TECHNICAL BID (cover I)

Technical Bid should indicate the following information alongwith the self attested photocopies of these documents:-

S. No	Item	Particular (PageNo.)
A.	Trade name of bidding entity along with nature (sole proprietor/Partnership/HUF/Society etc	
1.	Set-up of your organization, clearly indicating details of manpower, available for performing this service.	
2.	Financial/Price Bid submission sheet (Annexure I) (Price to be quoted online only).	
3.	Details of EMD, No. amount date, Bank details	
4.	Bid / Tender charges (Incl. Tender processing fee)	
5.	Registered with the Government; give details with document/evidence.	
6.	Power of attorney / authorization should be enclosed along with the tender.	
7.	Name of the Organization/ Firm with full address with pin code, Phone No, Fax No, email etc	

8.	Proof of incorporation/inception of the agencies	
9.	Three years' experience certificate issued from any central/State Government Department.	
10.	Copy of turnover statement as per annexure.	
11.	License/registration certificate issued from the competent authorities	
12.	PAN Card No.	
13.	Average turnover for the last 3 financial years i.e 2018-19,2019-20 & 2020-21	
14.	GST registration No. along with latest GST Returns	
15.	List of organizations to which provide the vehicle services by the bidder.	
16.	24 Hrs. helpline numbers & details of dedicated customer support to track the consignment.	
17.	The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. An undertaking shall be taken in this regard from the transport operator duly authenticated by the First Class Magistrate.	
18.	The bidder should not be blacklisted/terminated by any Government organization/ agency for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. The bidder should submit an undertaking in this regard on non-judicial stamp paper of Rs. 100 duly notarized. The bidder should also submit an undertaking for the acceptance of all terms and conditions of NIT.	
19.	List of vehicles registered in the name of the business firm (II)	

Dated

Name and signature of bidder with seal

DISCLAIMER

The information contained in this bid document for proposed Services or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Jammu and Kashmir Medical Supplies Corporation Ltd. (hiring entity) or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the bidder may require.

Jammu and Kashmir Medical Supplies Corporation Ltd., does not accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is neither an agreement and nor an offer or invitation by the Jammu and Kashmir Medical Supplies Corporation Limited, (hereinafter referred to as "hiring entity") to the prospective bidders or any other person. (The purpose of the bid document is to provide interested parties with information to assist the formulation of their proposal/offer. The information contained in this bid document is selective and is subject to updating expansion) revision, and amendment). Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and seek its own professional advice on the legal, financial, regulatory and taxation consequences of the entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

The hiring entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or

regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this bid document or arising in any way for participation in this bidding process.

The hiring entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this bid document.

The hiring entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the hiring entity is bound to select a bidder or to appoint the selected bidder or bidder, as the case may be, for the service and the bidding entity reserves the right to reject all or any of the bidders or bids at any point to time without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the bidding entity or any other costs incurred in connection with or relating to its bid. All such costs and expenses shall remain with the bidder and the hiring entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

Any information/documents including information/ documents pertaining to this bid or subsequently provided to bidder and/or selected bidder and information/documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.

Sd/-

Managing Director

Jammu and Kashmir Medical Supplies Corporation Ltd

A. ELIGIBILITY CRITERIA, TERMS AND CONDITIONS FOR TENDERING:-

1. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc as per law.
2. The vehicles should have valid registrations certificate, full comprehensive insurance to cover third party and occupants, vehicle fitness certificate, P.U.C road tax, permit and any other relevant permits/licenses essentially required by RTO and other statutory bodies for operations of the cars/load carriers and must be revalidated before the expiry of the due date during the tenure of the contract period.
3. There will not be any limitation of minimum or maximum running Km of vehicle on day to-day basis. The vehicle can be utilized in any manner even on Sunday and holiday on monthly basis by JKMSCL.
4. The vehicles shall remain at the disposal of JKMSCL for assignment of duties as per requirement. The payment will be made based on the actual running of vehicles. In case of hiring of vehicles on monthly basis, terms shall be following:-
 - a. Minimum usage of vehicles @ 2400Kms
 - b. Drivers' availability on 24 hours basis.
 - c. Parking of vehicles at the premises as shall be desired by JKMSCL.
5. Different types of vehicles will be required for supervision & monitoring and official visits of the Officers/ Officials/ other Team(s) of/ from JKMSCL on following basis –
 - ✓ Monthly basis;
 - ✓ Daily basis - On Call' as and when required
 - ✓ In case, any category(ies) of vehicle(s) are required to be engaged for part of month, exceeding three (3) days, hiring of such vehicle(s) shall be on 'Pro-Rata basis' calculated on Monthly basis;
6. The successful bidders are required to provide the vehicles in good conditions, Driver should have valid driving license and the vehicle shall have third party insurance as per Motor Vehicles Act.
7. The Vehicle deployed to JKMSC, shall carry the copy of the insurance and other documents that are mandated as per the Motor Vehicles Act.
8. As stated in Passenger Fare Revision (2018) issued by the Transport Commissioner & Chairman, State Transport Authority, J&K vide notification No.: 02P-MVD of 2018 dated: 16.08.2018
 - ✓ Indicative daily duty hours shall be 11 Hours, with 2 Hours break, subject to maximum of 110 kms; and
9. Vehicle(s) should run on Diesel/ Petrol and be fitted with AC/ Heater to cater to the need of Summer and Winter season(s);
10. Rates are to be quoted on per Month and per Day basis for the categories of vehicles as per annexure 'A';
11. Intended bidder(s) shall have to quote the rate(s) for all the three category(ies) of vehicle(s) mentioned in annexure 'A', failing which its bid(s) shall be treated as 'Non- Responsive' and rejected summarily;
12. JKMSCL shall be liable to pay the hiring charges as per the agreement only.
13. During the contract period, if the vehicle is seized or detained by the Police/Motor Vehicle Authority or any other authorities for reason whatsoever, it will be at the contractor's risk.
14. Service provider has to make his own arrangements to procure fuel, lubricants, spare parts, repairs etc. On account of this or any other reason, if the vehicle is sent to garage/petrol pump, service provider shall not claim for the vehicle running expense during the said trip.
15. Every vehicle shall have a Fast Tag and GPS locator.
16. Agreed rate as per agreement will not revise during the agreement period.

- 17.**The transport operator will ensure that the vehicle will be kept clean and tidy and in perfect running condition with shining body and clean interior with good upholstery. The vehicles provided should not be older than 05 years from the date of "INVITATION Of TENDERS".(FAST TAG & GPS LOCATION)
- 18.**In case vehicle provided is not found satisfactory, the same shall be returned for immediate replacement. In case no replacement is provided in time, JKMSCL would have a right to hire a vehicle from the market and the additional cost incurred by this office plus penalty of Rs.1000/- per day per vehicle and proportionate rent of monthly vehicle will be borne by the Transport Operator.
- 19.**In case of exigency, the vehicle must be available at any time on any day as desired by JKMSCL. The vehicle and the driver should not be changed unless requested by JKMSCL.
- 20.**The Transport Operator would ensure that the drivers employed for the service are not changed in normal course and all the drivers have valid driving license. The vehicle should be registered with the concerned authority of Central/State Govt. The Transport operator shall provide a certificate to this effect. The driver of the vehicle provided must follow traffic rules and other regulations prescribed by the Govt. from time to time. JKMSCL will not have any statutory responsibility in connection with employment of DRIVER or any other person involved. The driver shall ensure that insurance copy along with other documents as mandated by MVA is kept at hand all the time.
- 21.**The Driver should have minimum 5 years work experience as driver; a safe and clean driving record, knowledge of driving rules and regulations and skills in minor vehicle repair and properly trained in operation and maintenance of vehicle.
- 22.**The driver should not consume alcohol, smoke and chew pan masala/gutkha and should be properly attired during duty hours and observe all times basic courtesy to passenger(s), fellow motorists and road authorities. The driver while performing the duty and must carry a mobile phone in working condition, for which no separate payment shall be made. Driver should be familiar with local routes and destinations.
- 23.**The Transport Operator should have an adequate number of telephones or contact numbers round the clock to facilitate smooth contact.
- 24.** The contact person/transport owner shall address the issues related to the servicing of the vehicle immediately on receiving the request by JKMSCL.
- 25.**The Vehicle should be kept with sufficient stock of fuel. However, in case of any emergency, if any officer pays for refuel/repair, the same should be reimbursed by the Transport Operator on production of the bill. The vehicle should be equipped with fire extinguisher.
- 26.**As regard vehicle timings, the Transport Operator will not pass on the instructions directly to the driver concerned. All the instructions should be routed through by the JKMSCL.
- 27.**A daily record indicating time and mileage for each vehicle shall be maintained in a log book and be duly signed by the official using vehicle and log book shall be submitted to JKMSCL regularly for scrutiny.
- 28.**In case of breakdown of any vehicle during official duty, it shall be the responsibility of the Transport Operator to provide a substitute vehicle immediately. In case, the substitute vehicle does not report on time/does not report at all, JKMSCL would have the right to hire a vehicle from the market and the additional cost incurred by the customer, together with penalty of Rs.1000/- per day per vehicle and proportionate rent of monthly vehicle will be borne by the Transport Operator.
- 29.**The vehicle should be available/may be used for running in Jammu/Srinagar as well outside Jammu/Srinagar as and when JKMSCL so desires.
- 30.**The billing will be done on monthly basis. Bills preferably should be typed and in duplicate, and should be submitted to this office in the 1st week of the following month.

- 31.** In case of any accident, all the claims arising out of it shall be met by the Transport Operator.
- 32.** The Transport Operator should approach the designated employee of JKMSCL in case of any assistance or difficulty.
- 33.** In case of any dispute of any kind and in any respect whatsoever, the decision of JKMSCL shall be final and binding on Transport Operator.
- 34.** If any of the terms & conditions as above are not found fulfilled during the period of agreement, JKMSCL reserves the right to discontinue the contract without assigning any reasons thereof.
- 35.** JKMSCL will do physical verification of vehicles before entering into the contract. Also, JKMSCL will interact with drivers for general awareness and knowledge about common routes in J&K.
- 36.** Transporter shall have to provide additional vehicle as and when required by JKMSCL on same terms and conditions as mentioned in the contract for regular hired vehicle. However, JKMSCL will inform at least one day before about such additional requirement.
- 37.** JKMSCL is not bound to accept any tender, neither award a contract, nor be responsible for any costs associated with a bidder's preparation and submission of Tenders, regardless of the outcome or the manner of conducting the selection process.
- 38.** The technical bid should be accompanied by earnest money deposit of Rs. 2,50,000/- in the form of FDR drawn in favour of Financial Advisor/CAO of JKMSCL. The tender received without EMD will be rejected summarily. MSME, Firm shall be completely exempted from EMD.
- 39.** If bid is accepted, the concerned firm should have to submit a performance security in the amount of 3% of the contract price or as specified in bid document for the due performance of the contract.
- 40.** Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to JKMSCL whatsoever it may be.
- 41.** To bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc. as may be required by the JKMSCL from time to time.
- 42.** The Security Deposit shall be released without interest after 03 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency.
- 43.** A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises JKMSCL they shall work under directives and guidance of JKMSCL and will be answerable to JKMSCL. This will, however, not diminish in any way, the Agency responsibility under contract to the JKMSCL.
- 44.** The Agency shall not discontinue the service if so desired by the JKMSCL at any time without assigning any reason whatsoever.
- 45.** Good standard of services shall be maintained as indicated.
- 46.** The JKMSCL shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract.
- 47.** Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract. No advance payment shall be made to successful bidder. Parking fee, Toll charges etc shall be reimbursed by JKMSCL, as per actual after production of original toll receipt(s) etc.

- 48.** The decision of JKMSCL in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 49.** Any changes/Corrigendum with respect to this tender shall be notified through website. (www.jkmsclbusiness.com.) All bidders are advised to please check JKMSCL websites regularly for any latest amendment/corrigendum.
- 50.** Tenders received without requisite documents, including EMD, shall not be entertained, MSME exempted from EMD.
- 51. Termination:** The contract may be terminated by JKMSCL giving one month notice, in case the agency.
- Assigns or sub-contract of this service.
 - Violation/ contravention of any of the terms and conditions mentioned herein.
 - Does not improve the performance of the services in spite of instructions.
 - Any violation of instructions/agreement of suppression of facts.
- 52.** Service providers who have been blacklisted/ debarred by any central/state govt. department or PSU are not eligible to participate. Also service providers whose contract has been cancelled by any Central/State Govt. department or PSU including JKMSCL on account of any reason are not eligible to participate and their tenders shall be deemed to be invalid abinitio and rejected.
- 53.** When a vehicle is replaced fresh set of documents attached should be submitted to this office.
- 54.** Commercial load carrier vehicles & conditions for stores should also be considered.
- 55. Acknowledgement by Bidder:** It shall be deemed that by submitting bid, bidder has:
- made a complete and careful examination of the SBD;
 - received all relevant information requested from the Authority;
 - satisfied itself about all matters, things and information required for submitting an informed bid, execution of the Project in accordance with the bidding document and performance of all of its obligations there under;
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the NIB or ignorance of any of the matters referred shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;
 - acknowledged that it does not have a Conflict of Interest;
 - agreed to be bound by the undertakings provided by it under and in terms thereof; and
 - The Tender Inviting Authority, or any of the Officer/ Official of JKMSCL, J&K, shall not be liable for any omission, mistake or error in respect of any of the above, or on account of any matter or thing arising out of or concerning or relating to the NIT or the bidding process, including any error or mistake therein or in any information or data given in the Standard Bid Documents (SBD);
 - It shall be deemed that by submitting the bid, bidder agrees and releases the JKMSCL and its employees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 56. Forfeiture of EMD-**
Submission of bids. Any variation between the copy of EMD uploaded and the original EMD may lead to outright rejection of the bid of successful bidder along with initiation of necessary action against the

successful

bidder;

EMD shall be forfeited as damages without prejudice to any other right or remedy that may be available to Tender Inviting Authority as per the BD and/or the agreement, or otherwise, under the following conditions:

- If the bidder withdraws or modifies the bid, or impairs or derogates from the bid in any respect, during the period of bid validity, as specified in this NIT and as extended by mutual consent of respective bidder, or after opening of bids;
- If any bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this NIT;
- If it is established that the information/ documents furnished by the bidder(s) is incorrect, false, misleading or forged;
- In addition to above-mentioned conditions, in case of successful bidder, if the successful bidder:-
 - a) fails to sign and return the copy of Letter of Intent (LoI), as acceptance towards the rate contract;
 - b) fails to execute the agreement within the specified time or extended time by Competent Authority on the request of the bidder;
 - c) fails to deposit the Performance Security Deposit within the prescribed time;
 - d) fails to provide the services as per the rate contract/ agreement within the time prescribed; or
 - e) violates any terms & conditions of the tender document / agreement.

57. Responsibilities of Successful Bidder (hereinafter referred to as 'Transport operator/ service provider'):

- a) Service Provider has to execute an agreement with the JKMSCL that he will abide by the terms and conditions of the NIT, including all the terms & conditions, laid down by the JKMSCL. Service provider shall have to execute an agreement in this behalf, on NON-JUDICIAL Stamp Paper of Rs.100/-, with the concerned authorities before allotment of contract. Cost of stamp duty shall be borne by Service Provider;
- b) To ensure passenger safety during the performance of service(s) including provision of emergency medical kit and fire extinguisher in the vehicle(s);
- c) To ensure regular monitoring of vehicles and submit the report/ log-book of the same on regular basis to the JKMSCL;
- d) Vehicles will remain at the exclusive disposal of JKMSCL and cannot be used by the Service Provider for any other purpose during the period of Rate Contract, except with the prior permission to be obtained from JKMSCL, in writing, failing which JKMSCL the right to terminate the contract of Service Provider and forfeiture of EMD/ any other payment due to Service Provider;
- e) To ensure that the vehicles deployed should not be involved in any unlawful activities, prior to and during the course of the Rate Contract, which could malign the image of the JKMSCL . In case, at any point of time, it comes to the notice that the vehicles associated with the JKMSCL are involved in any unlawful activities, JKMSCL reserves the right to terminate all the contracts of Service Provider with immediate effect alongwith forfeiture of EMD/ any other payment due and also recommend/ initiate necessary action against the defaulting Service Provider including black-listing/ debarring of such Service Provider and other legal actions as per the law in force;
- f) To ensure that vehicles provided should not be older than five years failing which JKMSCL reserves the right to reject the bid contract of the Service Provider;
- g) To ensure that vehicle deployed shall arrive at designated location on time and with full or sufficient tank of fuel;
- h) To ensure that the vehicles deployed are maintained well, cleaned thoroughly, both internally & externally, boot kept clear off dust, rubbish, oil and any personal belonging(s) of the driver;
- i) To ensure regular periodic maintenance of vehicles, including regular pollution and other check-ups of the vehicle alongwith certification, during the period of Rate Contract failing which JKMSCL

- reserves the right to terminate the Contract of Service Provider and forfeiture of EMD/ any other payment due to Service Provider;
- j) To ensure that all maintenance works related to assigned vehicle shall be carried out in 'Off Duty' hours;
- k) To provide alternative vehicle in case of breakdown of existing vehicle. Replaced vehicle should be made available within two hours failing which JKMSCL has the right to hire the vehicle from other sources, at the expense of the Service Provider;
- l) To submit copy(ies) of necessary document(s) of vehicle(s) like Registration Certificate, Full Comprehensive Insurance to cover gro Party & Occupants, Fitness Certificate, PUC, Permit, etc. of vehicle(s), Driving License of the person(s) engaged along with renewals of these documents from time to time in the office of JKMSCL , failing which JKMSCL reserves the right to withhold the payment due to the Service Provider;
- m) To ensure that the Driver(s):
- ✓ Possesses a valid commercial driving license;
 - ✓ Must be provided with a working mobile phone and contact No. be provided to the JKMSCL . Any change in the contact No. of the Driver(s) of associated vehicle(s), for any reason(s), be immediately conveyed to JKMSCL ;
 - ✓ Shall be reachable at all times during office hours;
 - ✓ Should be properly dressed in neat and clean attire;
 - ✓ Should maintain polite & courteous behaviour. Following are the indicative instance(s) which shall be construed as 'Misbehaviour' and attract penalty(ies), as deemed appropriate, after giving suitable opportunity of being heard to the Service provider. However, repeated instance(s) may result in termination of Service(s)
- n) Rate Contract:
- ✓ Reporting on duty in inebriated state or consumption of alcohol while on duty;
 - ✓ Denial of duty during Contract Period or Duty Hours;
 - ✓ Use of abusive language;
 - ✓ Should not gossip with the visiting Officer(s)/ Official(s), especially Guest(s); and
 - ✓ Should not use mobile phone(s) during driving. In case of any urgency, driver Should park the vehicle with the permission from the user and take the call with minimum duration;
 - ✓ To ensure that the vehicle(s) and the driver(s) should not be changed frequently. Any such change(s) should be informed to the authority well in advance;
 - ✓ To ensure that the detailed vehicle(s) shall at no point of time carry any person, other than authorized Officer(s)/ Official(s)/ visiting team(s) of/ from the JKMSCL
- o) Service Provider shall be responsible for ensuring compliance with the provisions related to Labour Laws, including but not limited to the Minimum Wages Act, Payment of Wages Act, Provident Fund & Misc. Provisions Act, etc., as applicable from time to time. Manpower engaged by Service Provider, whether as its employees or under any other arrangement made otherwise, shall not be deemed to be employees of JKMSCL , and hence compliance of applicable laws will be the sole responsibility of the Service Provider;
- p) In case, during the currency of contract period, if any of the vehicle is seized, detained, or requisitioned by the Police / Motor Vehicle Deptt., or any other authority, for Whatsoever reasons, it will be at Service Provider's risk and responsibility. Service Provider shall have to arrange for alternative vehicle(s) of similar, or higher category, without any additional charges;
- q) Service Provider shall be responsible for execution of the contract in full and shall not in any case assign or sub-let approved contract or any part thereof to other party. In The event of Service Provider violating the condition, JKMSCL shall be at liberty to place the contract elsewhere on the Service Provider's account and at its risk. Service Provider shall be liable for any loss or damage, which the JKMSCL may sustain in consequence or arising out of such replacement of the contract. In addition, suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual obligation on merits of each case, which can be forfeiture of EMD or even debarring/ black listing of Service Provider;

- r) Service Provider shall carefully examine the terms & conditions. In case of any doubts, it shall refer the same to JKMSCL and get clarifications before signing the contract. After signing the documents, no communications regarding change in terms & conditions shall be entertained.

58. Service Level Agreement (SLA) vis-à-vis Penalty(ies) Leviable: Service Provider shall be required to meet following Service Level Agreement(s), failing which suitable penalty(ies) may be levied after according service provider an opportunity of being heard:

- a) In case of failure to provide vehicle on any particular day/ non-reporting of driver along with vehicle, penalty of Rs.1,000/- will be imposed on each occasion;
- b) Vehicles should report at specified reporting time, which shall be at least 30 minutes prior to departure time. In case of any delay in reporting, acceptance of vehicle will be at the discretion of the concerned Officer/ Official and will be subject to following:
 - ✓ If vehicle is accepted after delay in reporting, penalty of Rs.500/- will be imposed for that day;
 - ✓ If vehicle is not accepted, in addition to (i), Service Provider shall pay the hiring charges likely to be incurred by the JKMSCL in provision of vehicle(s) from 3rd Party(ies);
- c) In case of any breakdown, if the vehicle is not replaced within two hours, penalty of Rs.500/- per occasion will be imposed, in addition to the right to hire the vehicle from 3rd Party, at the expense of the Service Provider;
- d) In case of any misbehaviour by the driver(s), or any misconduct considered as misbehaviour by JKMSCL, penalty of Rs.1,000/- will be imposed on each occasion;
- e) In case of exigency, JKMSCL reserves the right to call the vehicle before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which penalty of Rs.1,000/- will be imposed on each occasion;
- f) In case, during the currency of Rate Contract any penalty under the Motor Vehicles Act will be imposed on the vehicle(s), as tendered by the JKMSCL, on account of violation of any traffic norms, or otherwise, JKMSCL will impose penalty equivalent to three times of the penalty imposed under the Motor Vehicles Act;
- g) Following incident(s) will be considered as 'Breach of Contract and will result in termination of Contract:
 - ✓ Disqualification of Bidders/ Service Provider: In following circumstances, JKMSCL reserves the right to disqualify any bidder, including the Successful bidder(s):
 - 1. Direct or indirect canvassing for favour in allotment of contract on the part of Bidders or their representative shall disqualify their bids outright;
 - 2. Successful bidder(s) may be disqualified, banned or suspended during the Contract Period, if:
 - a. It fails to execute the Agreement or fails to submit Performance Security Guarantee;
 - b. It fails to execute the Contract to the satisfaction of this office;
 - c. It is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited Company, it is wound-up or taken into liquidation;
 - d. It is suspected to be doubtful loyalty to State;
 - e. State Vigilance Organization (SVO)/ Anti-Corruption Bureau (ACB) or any other Investigating agency recommends such a course in respect of a case under investigation, JKMSCL.
 - f. JKMSCL or any of its Senior Authority (ies) are prima-facie of the view that it is guilty of an offence involving moral turpitude in relation to its dealings, which if established would result in banning the said successful bidder(s);
 - g. Any certificate/ documents/ information submitted by the successful bidder(s) is found to be false/ forged/ fabricated;

- h. Any information furnished by the successful bidder(s) is found to be misleading or not based on facts.

However, said list is indicative and without prejudice to the right of the JKMSCL to take appropriate necessary action in any other circumstances not listed above, but warranted such action, after according reasonable opportunity of being heard to the defaulting party.

- ✓ Cancellation/ Termination of Rate Contract: JKMSCL may terminate the Rate Contract, if the successful bidder(s) - withdraws/ modifies its offer after acceptance;
 - a. If it fails to execute the agreement within the stipulated time;
 - b. If it fails to submit Performance Security Guarantee within the stipulated time;
 - c. If it fails to provide services within one week of signing the agreement;
 - d. fails to fulfil any other contractual obligations;
 - e. violates any of the terms & conditions of the Contract having significant impact on rendering of services tendered vide this NIT;
 - f. becomes insolvent or bankrupt or is de-recognized/ blacklisted by any Govt./ Private Institution of the Country or an inquiry is initiated against it, or its Directors/ Members, by Central/ State Vigilance Organization/ any other Investigating Agency;
 - g. upon any enquiry initiated by the JKMSCL , on receipt of any written complaint, found to be involved in corrupt or fraudulent practices in competing for or in implementation of the project.
- a) Cancellation/ Termination of project, if required, will be considered only after according successful bidder a reasonable opportunity of being heard;
- b) In case of cancellation/ termination of Contract, JKMSCL will have the right to ensure same services from next eligible bidder;
- c) Any loss sustained by JKMSCL as a result of re-tendering the contract due to cancellation of Rate Contract of approved service provider, shall be recovered from the defaulting bidder out of its EMD, or any of its pending bills), as the case may be. Even if the 2nd lowest bidder agrees to carry out the contract at the rate of 1st lowest, EMD of 1st lowest bidder will be forfeited and it shall have no claim for the same and also shall have no right to raise this issue in any Court of Law.

Section-I Instruction to Bidders (ITB)

Before uploading bid, kindly go through the following instructions carefully so that your bid may not be considered invalid:

Description:

1. Go through the Eligibility Criteria, terms and conditions, annexure and other forms of the document carefully and meticulously & get your digital signatures available for uploading.
2. Bid form must conform the terms & conditions of the bid documents and **Technical Bid in Cover-„A“ & Financial Bid in Cover-„B“ to be uploaded on www.jktenders.gov.in. The cost of tender, tender processing fee, EMD**
3. It is expected from all bidders that DD/CDR/FDR/BG in separate envelope shall be deposited with the authorized person of JKMSCL at reception against proper receipt from the concerned.
4. Correspondences/Complaints lodged to JKMSCL should bear signature, name, I.D proof and mobile number of the complainant. Unauthenticated correspondence/complaints may not be acted upon. If any bidder intends to lodge a complaint or make a suggestion with regards to some bid condition, it shall be done in the Pre-bid conference, in the office of JKMSCL in writing. After the stipulated period as decided by the JKMSCL, no such complaint/ suggestion would normally be considered.
5. Certificates/Licenses/Documents which are required should be complete and updated. The bidder shall submit acceptance of terms and conditions of the tender document.
6. If there is any query in bid document/uploading process, bidder may contact JKMSCL office at Jammu/Srinagar during working hours i.e 1000 hrs to 1600 hrs on ph. 0191-2580842, 0194-2432008 or e mail on mscljkcao@gmail.com mdjkmscl2@gmail.com
7. In case a bidder is given any assurance what so ever of being provided with any advantage in JKMSCL by anybody or if a bidder is directly or indirectly threatened of being put to some deliberate disadvantage in the bidding process & in the bidder's subsequent association/ working with JKMSCL, it is requested that the concerned must immediately inform about the same to the Managing Director, JKMSCL/G.M-J(Adm), JKMSCL in writing or through e-mail on gmjjkmscl@gmail.com. It is advised that evidence of such unfair activity of such person, if available, is produced along with the complaint, so that action can be taken against such a person(s) and that their details can be put on the website so that other bidders can be forewarned in this regard.
8. It is clarified that the information required in bidding document should be uploaded as per enclosed bidding form without any change or modification in its formats. Bids submitted with changed or modified annexure/ formats shall out rightly be rejected.
9. The declaration of technical bid in respect of responsive/non-responsive bidders shall be uploaded on website www.jktenders.gov.in. Similarly, information regarding financial bid (L1) shall also be provided to the bidder(s) on above website. Individual bidder(s) shall not be informed separately.
10. The Qualified bidder(s) are required to submit the relevant documents at the time of issuance of LOI/execution of agreement before issuance of rate contract

Section-II: Bid Data Sheet (BDS)

Clause No	Introduction	Description
1.		
1.1	The Hiring Entity is:	Jammu & Kashmir Medical Supplies Corporation Ltd (J&K)
1.2	The rate contract shall be valid for a period of two years which may be extended for a further period of 12 months	
2.	Bidding Document	
2.1	The Pre-bid meeting shall be held at the office of JKMSCL, Jammu/Srinagar as per critical dates.	
3.	Preparation of Bids	
3.1	The language of the bid shall be in English only	
	The Bidder shall uploaded as per the documents reflected in the bid submission letter	
3.2	The Bidder shall upload financial bid submission sheet (Annexure II) N.B : No rate should be quoted/uploaded along with technical bid. Rates are to be uploaded on BOQ only.	
3.3	Alternate bids are not permitted	
3.4	Discounts or award of combination of lots shall not be offered.	
3.5	The terms of quoting price of Services are inclusive of all taxes/charges	
3.6	The prices quoted by the bidder shall be fixed for entire contractual period of Courier Services . The contract price shall be fixed for a contact period of 24 months of the service ; extendable upto 12 months with mutual consent.	
3.7	The currency of the bid shall be INR	
3.8	The bid validity period shall be minimum 180 working days from the opening of technical bid	
4.	Award of Contract	
4.1	The period within which the contract agreement is to be executed and performance security is to be submitted is 15 days from the date of receipt of letter of intent (LOI) through email, fax/correspondence etc.	
5.	Redress of Grievances	
5.1	In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the parties to the Managing Director JKMSCL, J&K who will appoint his senior most officer as the sole arbitrator of the dispute who will not be related to this contract and whose decision shall be final. IV, Any legal dispute shall be within the jurisdiction of Hon'ble High Court of Jammu/Srinagar (J & K) .	
5.2	Name & Address of the Bidder: Name and Designation..... M/S Telephone No..... Telegram Code Fax No..... Mobile No e-mail address.....(email of responsible person be intimated)	

(Cover II)

Annexure III

FINANCIAL BID (BOQ) (Cover II)
For Uploading Rates of Vehicle Services

S.No	Type of Vehicle	Item Code/Make	Basic Rate (INR)	GST/Any other taxes (INR)	Total Rate (INR)
1.	Base Segment including Swift Dezire/Hyundai Verna/Honda Amaze/Toyota Etios/Tata Sumo/Tata Indica/Tata Winger/Tempo Traveler etc	Item 1	Rate per month (including cost of driver & PoL)- to be quoted in BOQ		
2.	Medium Segment including Travera/Scorpio/Xylo/Bolero etc.	Item 2	Rate per month (including cost of driver & PoL)- to be quoted in BOQ		
3.	Premium segment including Innova Crysta etc.	Item 3	Rate per month (including cost of driver & PoL)- to be quoted in BOQ		
4.	Load Carrier Four Wheeler	Item 4	Rate per month (including cost of driver & PoL)- to be quoted in BOQ		
5.	Load Carrier Six Wheeler	Item 5	Rate per month (including cost of driver & PoL)- to be quoted in BOQ		
6.	Base Segment including Swift Dezire/Hyundai Verna/Honda Amaze/Toyota Etios/Tata Sumo/Tata Indica/Tata Winger/Tempo Traveler etc- Charges for 11 hour, subject to a maximum of 110 kms	Item 6	Rate per day (including cost of driver & PoL)- to be quoted in BOQ		
7.	Charges beyond 11 hour or 110 kms for item no. (6)	Item 7	Rate per km- to be quoted in BOQ		
8.	Night halt charges for item no. (6)	Item 8	Rate per night halt- - to be quoted in BOQ		
9.	Medium Segment including Travera/Scorpio/Xylo/Bolero etc. Charges for 11 hour, subject to a maximum of 110 kms	Item 9	Rate per day (including cost of driver & PoL)- to be quoted in BOQ		
10.	Charges beyond 11 hour or 110 kms for item no. (9)	Item 10	Rate per km- to be quoted in BOQ		
11.	Night halt charges for item no. (9)	Item 11	Rate per night halt- - to be quoted in BOQ		
12.	Premium segment including Innova Crysta etc. Charges for 11 hour, subject to a maximum of 110 kms	Item 12	Rate per day (including cost of driver & PoL)- to be quoted in BOQ		
13.	Charges beyond 11 hour or 110 kms for item no. (12)	Item 13	Rate per km- to be quoted in BOQ		
14.	Night halt charges for item no. (12)	Item 14	Rate per night halt- - to be quoted in BOQ		

Signature
Name of the company

Note: -

1. The rate quote should be as per BOQ
2. Please quote rates in absolute amount only with inclusive of taxes.
3. No quantity or cash discounts should be offered.
4. Read all the terms & conditions before filling the Annexure III.

