



**NOT TRANSFERABLE**

**JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**  
**Corporate Head Office :** GMC Complex, Bakshi Nagar (J&K)-180006: **Tele:** 0191-2580842;  
**Corporate Office :** 121-Green Avenue, Hyderpora (J&K)-190014: **Telefax:** 0194-243200  
**email:** [jksclcpm@gmail.com](mailto:jksclcpm@gmail.com) **website:** [www.jkmscl.nic.in](http://www.jkmscl.nic.in)



**E-Bid-Short Term Tender Document: Hiring of vehicles on monthly and Casual (Need) basis for Jammu & Kashmir Medical Supplies Corporation Ltd.**

Reference No: JKMSCL/Vehicles/2016/

Dated: /06/2016

LAST DATE OF SUBMISSION OF BIDS: 25/06/2016 upto 1600 hours.



## JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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email: [jksclcpm@gmail.com](mailto:jksclcpm@gmail.com) website: [www.jkmscl.nic.in](http://www.jkmscl.nic.in)

Tender No. NIT/JKMSCL/Vehicles/2016/

Dated .06.2016

### NOTICE INVITING TENDER

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) is invited for the finalization of Annual Rate Contract for the **Hiring of vehicles on monthly and Casual (Need) basis for J&K Medical Supplies Corporation Ltd.** Detailed tender document may be downloaded at J&K Govt. Portal [www.jktenders.gov.in](http://www.jktenders.gov.in), [www.jkmscl.nic.in](http://www.jkmscl.nic.in), [www.jkbusiness.com](http://www.jkbusiness.com) [www.jkhealth.org](http://www.jkhealth.org) & [www.jknhm.com](http://www.jknhm.com). The cost of the tender alongwith tender processing fee shall be deposited against the Demand Draft of Rs. 10000/- (Rupees Ten thousand only/-) as tender charges i.e Rs. 5000/- only as cost of tender & Rs. 5000/- only as tender processing fee, drawn on any of the Scheduled/Nationalised bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited Payable at Jammu/Srinagar.

Managing Director  
Jammu and Medical Supplies Corporation Ltd.



JKMSCL

# JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

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## **E.bid for the Hiring of vehicles on monthly and Casual (Need) basis by Jammu & Kashmir Medical Supplies Corporation Ltd**

Date of publication of e-bid	:	02.06.2016 (Thursday) 1200 hrs
Start date and time for download of bid document	:	02.06.2016 (Thursday) 1600 hrs
Last date and time for download of bid document	:	25.06.2016 (Wednesday) upto 1400 hrs
Clarification start date	:	02.06.2016 (Thursday) 1200 hrs
Clarification end date	:	10.06.2016 (Monday) upto 1600 hrs
Start date and time for submission of online bids	:	02.06.2016 (Thursday) 1400 hrs
Last date and time for submission of online bids	:	25.06.2016 (Saturday) upto 1600 hrs
Date and time for online opening of technical bids	:	27.06.2016 (Monday) at 1100 hrs
Cost of tender document	:	Rs. 5000/-
Tender Processing Fee	:	Rs. 5000/-
Earnest money deposit in the shape of FDR/CDR/BG	:	Rs.25,000 /-

NB: Cost of bid document/tender processing fee shall be accepted in the form of demand draft. **However EMD shall be accepted in the form of FDR/CDR (from Schedule/Nationalised Bank) or BG (from Nationalised bank).**

**Note: -**

1. The bidder shall have to get their self updated with the date & time fixed for Pre-bid as per the item list.
2. 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.
3. The JKMSCL is not bound to accept the lowest bid and may reject any/part thereof or all bids without assigning any reason thereof.
4. Information of award of contract shall be communicated to all participating bidders on the website [www.jkmscl.nic.in](http://www.jkmscl.nic.in) [www.jktenders.gov.in](http://www.jktenders.gov.in), [www.jkhealth.org](http://www.jkhealth.org) & [www.jknhm.com](http://www.jknhm.com)

E.bid No : JKMSCL/Vehicles/2016

Dated: /06/2016

**E.bid for the Hiring of vehicles on monthly and Casual (Need) basis by Jammu & Kashmir Medical Supplies Corporation Ltd.**

**A. Type of vehicles required :**

- a) A.C. Toyota Innova,, Mahindra XUV
- b) A.C. /, Tata Safari, Mahindra Xylo, Mahindra Scorpio
- c) A.C. Toyota Etios, Mahindra Verito, Maruti Swift Dezire, Maruti Sx4, Mahindra Balero. Hyundai Verna.
- d) A.C. Tata Manza, Hyundai Accent, Ford IKon
- e) Load Carrier- six(6) tyre
- f) Load Carrier- four(4) tyre

**1. WORK REQUIREMENT**

1.1 JKMSCL has requirement for engaging different types of vehicles for different purposes.

Vehicles shall be required for monthly / daily use basis for transportation of company officers/officials and goods with in the state of J&K.

1.2 JKMSCL may shortlist one or more Contractors, having sufficient experience and fleet of registered vehicles.

1.3 The vehicles shall remain at the disposal of JKMSCL for assignments 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 as follows:

1. Minimum usage of vehicles @ 2400 Kms.
2. Driver's availability on 24-hour basis.
3. Parking of vehicles at the premises as shall be desired by JKMSCL.
- 4(i) The cost of tender document shall be Rs 5000/- & tender process fees of Rs 5000/- .
- 4(ii) The scanned copy of DD amounting to Rs 10000/- [ Rs 5000/- as cost of tender document & Rs 5000/- as tender processing fee] drawn with any of the scheduled/Nationalized Bank in favour of JKMSCL payable at Jammu/Srinagar & FDR of Rs 25000/- as EMD pledged to CAO JKMSCL shall have to be uploaded along with technical bid.
- 4(iii) However, the financial instruments in Original i.e. DD as cost of tender document/FDR as EMD, shall have to reach before the opening of technical bid .

## **2. CONDITIONS OF VEHICLES**

- 2.1 Preference will be given to newly purchased vehicles 2015/2016 Models. However, vehicles older than 2 years or used for more than 70,000 Kms (Seventy Thousand Kms) as on date of publication of this tender, shall be disqualified.
- 2.2 Only those firms/Agencies; which are registered with Department of Tourism/Northern Command or any other Government Agency/Department are eligible to participate the bid.
- 2.3 A team of JKMSCL officials may visit the bidder premises to evaluate the infrastructure and conditions of vehicles.
- 2.4 The tenders should be uploaded on JK portal i.e. [www.jktenders.gov.in](http://www.jktenders.gov.in) under two cover system ( Cover A- Technical bid & Cover B-Financial bid).
- 2.5 The cost of tender document & tender processing fee Rs 10,000/- are non-refundable. However, EMD in the shape of CDR/FDR/BG shall be refundable/returnable to the un-successful bidders. However, successful bidder shall need to deposit Performance Security as FDR as per clause (2) General Terms & Conditions after adjusting the EMD amount.
- 2.6 The rates quotation, shall be valid for a minimum period of 120 days from the date of opening of technical bid.
- 2.7 The technical bid of the tender shall be opened on 27-06-2016 at 11:00 AM before the Committee appointed for that purpose by BOD's JKMSCL.
- 2.8 The Part "B" of the tender (financial bid) of only those parties, who qualify in the technical bid , will be opened after evaluation of each tender. The date of opening of financial bid shall be advised on JK portal –[jktenders.gov.in](http://jktenders.gov.in) .
- 2.9 Tenderers, who desire to avail further clarification on the operation part of the Tender, are advised to contact General Manager (Adm)/Managing Director JKMSCL.

### 3

### PART 'A' [TECHNICAL BID]

**3.1** The e-bidding agency should be registered with department of tourism; Northern Command or any other agency (including proprietorship firms) for providing transport services. The Tenderer should duly fill, sign, and attach Performa in Annexure-III enclosing DD of Rs 10,000/- [Rs 5000/-cost of tender document & Rs 5000/- as tender processing fee] & FDR of Rs 25000/- pledged to CAO, JKMSCL as EMD; drawn with any scheduled/Nationalized Banks payable at Jammu.

**3.1.1** DD of Rs 10,000/- shall be not refundable, however, FDR of Rs 25000/- shall be returned/refunded to the un-successful bidder. However, successful bidder, if desired, EMD may be converted in to a part of Performance Security, as per clause 2 (GT&C). Scanned copy of DD, FDR shall needs to be uploaded along with technical bid. However, financial instruments in original should reach before the opening of technical bid.

**3.2** The Tenderer, must have experience in handling transport services at multiple locations/project sites.

**3.3** The bidder shall have to submit photocopy of Tax Return of his firm as under:

- |   |  |
|---|--|
| a) Firm with experience /Registration for/ a period more than 3 years | Tax return for last three financial years. |
| b) Firms with experience/Registration for/ a period less than 3 years | Tax return from the date of registration.  |
| c) Newly created/registered firms with Experience less than one year  | ---NA---                                   |

### **3.4 Certificate of Existence**

The bidder shall have to submit photocopy of Existence Certificate of his firm as under: (with documentary proof in terms of work orders issued in favour of said firm)

- |   |  |
|---|--|
| a) Firm with experience /Registration of/ Since more than 3 years | Existence certificate for last three years.          |
| b) Firms with experience/Registration of/ Since less than 3 years | Existence certificate from the date of registration. |

- c) Newly created/registered firms with Experience less than one year. not eligible

- 3.5** The Tenderer must submit photocopy of PAN number.
- 3.6** The Tenderer must execute an undertaking that it is the responsibility of Tenderer to make sure that drivers do not indulge in any anti-social /illegal activities.
- 3.7** The Tenderer must ensure that the tender is duly signed & stamped on each and every page before uploading.
- 3.8** Any other relevant documents related to provision of transport services may be submitted.

Note

- The tender is liable to be rejected out rightly if not accompanied by the requisite documents.
- Tenderer may submit duly signed and sealed hard copy of technical bid for reference of the technical evaluation committee, in his/her own interest if required.

**4. PART B (FINACIAL BID)**

- 4.1** The Part 'B' (Financial Bid) shall be as per the Performa at Annexure IV.
- 4.2** The price bid should be worked out on Kilometer basis with the cost of Fuel and Driver, deployed on monthly / daily basis with the vehicles.
- 4.3** Rates shall have to quoted in BOQ only.
- 4.4** Rates to quote should be net of Fuel charge, Driver allowance, R.T.O charges, Insurance, Any other taxes and any other expenses applied. Parking charges and toll tax will be reimbursed on actual basis upon submission of respective cash memo along with monthly/other bills.
- 4.5** No changes will be entertained once tenders are uploaded. In this connection please refer the following Annexure:

## **ANNEXURE-I**

Part -1	Service Provider's Responsibility
Part -2	Scope of work and conditions of performance
Part -3	Driver's Responsibilities
Part -4	Safety and security
Part -5	Payment of Bills
Part -6	Penalties
Part -7	Jurisdiction

### **ANNEXURE-I (Part-1)**

#### **Terms and Conditions**

#### **1. SERVICE PROVIDER'S RESPONSIBILITY**

- 1.1.** Prompt, Punctual, Efficient, Safe, Courteous and Quality are the essence of this Service Contract.
- 1.2.** The Service provider shall provide preferably brand new (year 2015 or newer model), but vehicle not older than 2 year/used for not more than 70,000 kms, with drivers availability round the clock.
- 1.3.** The vehicle provided by the service provider should have valid registration certificate, full comprehensive insurance to cover third party and the 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.
- 1.4.** The service provider shall pay service tax, toll tax, parking charges, etc. as may be levied by any agency, local bodies, Government etc. in respect of vehicles deployed by him for providing service. The expenditure on account of parking charges & toll tax will be reimbursed on submission of original cash memos along with monthly/other bills.
- 1.5.** The service provider shall ensure that the cars/load carriers deployed by him are maintained well, cleaned thoroughly (both internally and externally), dickey kept clear of dust/rubbish/oil and any personal belongings of driver. Hygienic conditions must be maintained inside the car at all times, which shall be subject to periodic inspection by the representative of JKMSCL.
- 1.6.** In the event of any delay or breakdown of vehicles en-route, the service provider at his own cost shall make alternate arrangements for on-time pick-up of the officials/official guests.
- 1.7.** Logbook will be maintained for each car and it is the responsibility of the service provider or his representative to get the signature of the user promptly/daily.



- 1.8. The service provider shall be personally responsible for any theft, dishonesty and disobedience by the drivers.
- 1.9. During the contract period, if the vehicle is seized or detained by Police/Motor Vehicle Authority or any other authorities for any reason whatsoever; it will be at the contractor's risk.
- 1.10. The service provider shall be solely responsible in respect of any claim, damages or other liabilities arising out of any incident/accident involving the vehicles deployed by him.
- 1.11. 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.
- 1.12. The nature of duty to be assigned to each of the driver/vehicle shall be at the sole discretion of JKMSCL.
- 1.13. The Service provider has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speed, rash driving and driving vehicle with defective brakes or without brakes.
- 1.14. Tenderer shall convey acceptance of the award of work contract within 3 days of the receipt of the work-award letter from JKMSCL.
- 1.15. Tenderer shall execute the agreement and commence the work with 7 days of the receipt of the award letter.

## **ANNEXURE-I (Part-2)**

### **2 Scope of work and conditions of performance.**

- 2.1 (i) To pick up and drop officials/guests from HO to various destinations as required by JKMSCL on round the clock/monthly / daily / per km basis round the year including Sundays/Holidays and National Holidays.

#### **Inter- Drug ware house-**

- 2.1 (ii) Transfer of medicines/drugs/fluids/other items in case of load carrier as per the requirement of JKMSCL on daily / monthly / per km basis including Sundays/Holidays & National Holidays.

- 2.1.1 During Darbar move periods i.e. Srinagar [May to Oct] & Jammu [Nov to Apr] concerned motor vehicles are to be provided at Jammu & Srinagar respectively on daily basis (80 Km/day) as per the requirement/duty slip issued by the Corporation on day today basis.

- 2.2 If any vehicle is drawn out of service by the Service provider, for maintenance, repair, etc, suitable alternate vehicle shall be required to be provided immediately by the Service provider.
- 2.3 The service provider will give full Bio-date of the drivers who shall be deployed at JKMSCL for service, which should contain their address, photograph, license copy, contact no. Etc, for record purpose.
- 2.4 The service provider shall intimate about newly recruited drivers with documents prior to respective deployment. Similarly, details of resignation/termination of the drivers deployed at JKMSCL shall be required to be done by the Service provider with prior intimation and consent form JKMSCL.

#### **ANNEXURE-I (Part-3)**

### **3 DRIVER'S RESPONSIBILITIES**

- 3.1 The drivers deployed must be in possession of valid driving license (at least 3 years old) issued by the R.T.O. and must carry the same with them while on duty.
- 3.2 The drivers should be well literate, mannered, groomed and should behave courteously with the officials/official guests of JKMSCL.
- 3.3 The drivers should be well versed with the local transport rules, areas, directions and conditions.
- 3.4 The drivers should be able to at-least speak Hindi language.

#### **ANNEXURE-I (Part-4)**

### **4 Safety and Security**

- 4.1 Safety and Security of the officials and official guests of JKMSCL are of great importance. It would be in the interest of service providers to maintain required security and safety measure in proper conditions. Some of them are front and rear safety belts, safety guards, first –Aid kit, fire extinguisher proper tool kits etc.

#### **ANNEXURE-I (Part-5)**

### **5. Payment of bills**

- 5.1 The service provider shall submit monthly bills in duplicate towards the service rendered on the previous month to the General Manager

(Administration) through the user/particular project/office, where the respective vehicle is used with the log-book/ duty slips and invoice signed by them.

- 5.2 Necessary deductions towards Income tax and any other tax shall be deducted at source at the time of settlement of monthly bills or as may be decided by finance section of JKMSCL from time to time.
- 5.3 Service tax, if applicable will be paid against proof of remittance of the same by the service provider.
- 5.4 Toll tax, parking charges, entry tax etc. shall be reimbursed to the service provider upon submission of original memo along-with respective vehicle invoice.

#### **ANNEXURE-I (Part-6)**

##### **6.0. Penalties:**

Prompt, Punctual, efficient, safe and courteous service by the service provider is the essence of this service. Any lapse in the service will be viewed seriously and penalties will be imposed on the service provider.

- 6.1 Quantum of penalty will be decided in individual cases and the decision of JKMSCL Management will be final and binding.
- 6.2 In case of failure to commence the service on the stipulated time/date, the E.M.D shall be forfeited.
- 6.3 In case of failure to carry out the service to the satisfaction, JKMSCL will be free to get service done by any other agency at the cost and risk of the service provider.

#### **ANNEXURE-I (Part-7)**

##### **1. Jurisdiction:**

- 7.1 Any dispute arising out the contract shall be subjected to the jurisdiction of courts at Jammu/Srinagar cities only.
- 7.2 Notwithstanding anything contained in this tender document, the Company reserves the right to cancel this Tender at its sole discretion or reject all or any bids received without assigning any reason.

## ANNEXURE-II

### GENERAL TERMS AND CONDITIONS

- 1. Earnest Money:** The Tenderer will furnish along with Technical bid (Part-A) Earnest Money of Rs. 25,000/- in form of FDR only (no other mode of payment is acceptable pledged in favour of CAO, JKMSCL payable at Jammu (J&K). The Earnest money of unsuccessful Tenderers will be refunded in due course of time after selection of successful Tenderer(s). Tenders Part “A” without Earnest Money Deposit shall be rejected. The Earnest Money of successful Tenderer(s) will be liable to forfeited if they don't fulfil the terms and conditions contained herein or if the contract offer is not acceptable by the Service Provider in part or in full.
- 2. Security Deposit/ Bank Guarantee:** The successful Tenderer shall furnish before commencement of the contract, Security Deposit to JKMSCL which shall be equal to an amount of **one month value of contract after adjusting the earnest money** and shall be in the form of FDR/ Bank Guarantee from the nationalized Bank, as per 'Proforma-I' enclosed hereto. Security Deposit shall be returned to the Service Provider, after the successful completion of contract. Successful bidders shall have to enter into an agreement with JKMSCL as per 'Proforma- II' by which the terms and conditions and scope of work will bind on both the Parties. JKMSCL shall be entitled to revoke and encash the Bank guarantee, in the event of any breach of terms and conditions specified herein or the agreement entered with the Service Provider.
- 3. Validity of Contract:** The Contract shall be initially valid for a period of one year (unless otherwise specified) which may further be extended by JKMSCL (based on the satisfactory performance of services) on the same terms and conditions, upon mutual consent for a period not exceeding one (01) year from the date of completion of contract.

4. **Termination of contract:** The contract can be terminated by giving one month's written notice by JKMSCL. However, the said Contract shall not be terminable at the option of the Service Provider.

### **ANNEXURE-III**

#### **Statement of Vehicles owned by the Tenderer:**

S. No	Make/ Type	Registration No. & Model	Whether registered or not
1.	Toyota Innova, Mahindra XUV 500 (Air -Conditioned)		
2.	Mahindra Xylo, Mahindra Scorpio, Tata Safari, (AC)		
3.	Toyota Etios, Mahindra Verito, Maruti Swift Dezire, Mahendra Balero, Maruti Sx4, Hyundai Verna (AC).		
4.	Tata Manza, Hyundai Accent, Ford IKon (AC)		
5	Load Carrier- Six Wheeler		
6.	Load Carrier- four Wheeler		

\*Details of any other available vehicles

### **ANNEXURE- III**

1. Copies of IT. Returns/Existence Certificate for the last 3 years or from the date of inception/ registration (clause-3.5 & 3.6).
2. Details of experience indicating the names of few Government/ Semi Government/ Public Sector/ MNC/ Private Organisations for which vehicles have been provided during the last three years. (Attach separate sheet if

space is not adequate). Photo copies of the contract executed and performed successful with these Organisations, may also be attached.

NB: Not applicable for newly registered/ Agency registered from a period less than one year-(Refer clause 3.5 & 3.6)

S. No.	Name of Organization	Duration of Contract	Types & total number of vehicles provided
1.			
2.			
3.			
4.			
5.			
6.			
7.			

3. Particulars of registration: Issued in the name of Tenderer

PAN No:

Date of Issue:

Validity upto:

Service Tax No:

Date of Issue

Validity upto:

4. Undertaking regarding Driver Submitted: Yes/NO

5. Tender duly signed on each page: Yes/NO

## ANNEXURE IV

Sub: Self declaration- Acceptance of terms & Conditions

I/we .....prop/signatory of M/s.....

with registered office at .....do hereby declare before the legal Notarizing authority, that all terms & conditions mentioned in the tender document are acceptable to me/us in toto & I/we shall abide by the same throughout the contract period

Signature and Seal of bidder.....

### **PART-A CHECK LIST**

Following documents are to be annexed and uploaded with technical bid:

1. Demand Draft of Rs. 10,000.00 (Rs. 5,000.00 as cost of tender document and Rs. 5,000.00 as cost of tender processing fee)-Non-refundable- Yes/No
2. Earnest Money Deposit of Rs. 25,000.00 (FDR) - Yes/No
3. Copy of Income Tax Return (as applicable under clause ) - Yes/No/NA
4. Copies of major contract depicting experience (as applicable)- Yes/No/NA
5. Self attested photocopy of PAN No. - Yes/No
6. Declaration-Annexure-IV - Yes/No

Full Name:

Yours faithfully,  
(Signature of Tenderer)  
With seal

## Annexure – V.

### Financial Part:

Rate Quotes for Vehicles to be supplied on Casual (Need) Hiring Basis:

S. No	Model	Monthly Basis		Daily Basis		Night Halt
		Upto 2400 kms	Per Km beyond 2400 km	Upto 80 kms per day	Per kms beyond 80 km	
1.	Toyota Innova, Mahindra XUV 500 (Air -Conditioned)					
2.	Mahindra Xylo, Mahindra Scorpio, Tata Safari, (AC)					
3.	Toyota Etios, Mahindra Verito, Maruti Swift Dezire, Mahendra Balero, Maruti Sx4, Hyundai Verna (AC).					
4.	Tata Manza, Hyundai Accent, Ford IKon (AC)					
5.	Load Carrier- Six Wheeler					
6.	Load Carrier- four Wheeler					

Rates quoted shall be fixed for a minimum period of one year extendable for another one year with mutual consent (on performance basis) and variation during the contract period will not be entertained by the Company.

Rates given are all inclusive, not limited to RTO charges, insurance, taxes and other expenses whatsoever. However, parking charges and toll tax will be reimbursed on actual basis.



I/ We agree to the terms and conditions mentioned in the tender documents and Annexure. I/ We hereby confirm that I am authorized to sign the tender document. The quotation is valid upto 120 days from the date of opening of Tehc.-Bid.

Signature: \_\_\_\_\_.

Name of the Company

Note: Separate sheet may be attached if the Tendered warns to give any additional information.

**Proforma-I**  
**AGREEMENT FOR HIRING OF VEHICLES**

This agreement is made at \_\_\_\_\_ this day of \_\_\_\_\_ 2016 between Jammu & Kashmir Medical Supplies Corporation limited hereinafter referred to as the “Jammu & Kashmir Medical Supplies Corporation Limited” (which expression shall unless it be repugnant to the context meaning thereof be deemed to mean and include its successors and assigns) of the One Part And \_\_\_\_\_, having registered office at \_\_\_\_\_ hereinafter referred to as the “Service Provider” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its legal heirs, legal representatives and successors) of the Other Part:

**WHEREAS**

- a. JKMSCL requires suitable Service Providers for providing Vehicles on Hire on monthly as well as Casual (Need) basis.
- b. JKMSCL invited Bids for providing the said Services and the SERVICE PROVIDER has submitted its Bid for the said services.
- c. JKMSCL desires to entrust the Contract for providing Vehicles on Hire, to the SERVICE PROVIDER.
- d. The parties hereto are desirous of recording the terms and conditions of the said service, as appearing hereafter.

**NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

The recitals contained above form integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.

- A. JKMSCL entrusts the contract of “Providing Vehicles on Hire on monthly as well as Casual (Need) basis” to the SERVICE PROVIDER for the period of 1 (One) year from \_\_\_\_\_ day of \_\_\_\_\_ and the SERVICE PROVIDER agrees to do so at SERVICE PROVIDER’s own costs, expenses, risk and responsibilities on the terms and conditions contained in this Agreement. JKMSCL shall pay to the SERVICE PROVIDER for the said services as per the ‘Rate Schedule’ given below in this Agreement which shall be fixed for the entire duration of Agreement.

- B. The SERVICE PROVIDER agrees to undertake the said Contract by providing Vehicles along with competent and well trained Drivers, which fulfil at the standards and parameters laid down in the Tender Documents.
- C. That, it is also agreed between the SERVICE PROVIDER and JKMSCL that all the terms and conditions as prescribed in “**Annexure-I**” (Terms and Conditions) and “**Annexure-II**” (‘General Terms and Conditions’) which are also part of the Tender Documents, shall be binding and liable to be compiled by the SERVICE PROVIDER.
- D. This is a Fixed Rate Contract, and payment shall be made by JKMSCL to the SERVICE PROVIDER as per the below Rate Schedule.

[TO BE MENTIONED HERE AS PER FINALISED BY JKMSCL]

- E. JKMSCL reserves the right to change the SERVICE PROVIDER at any time without giving any clarification or reason, solely at its own discretion. However, this Agreement shall not be terminable by the SERVICE PROVIDER in any circumstance, before the expiry of the entire Agreement period, i.e. 1 year.
- F. Any Notice required to be served under this Agreement shall be as per below:  
**TO THE SERVICE PROVIDER**  
Any notice hereunder may be served on the SERVICE PROVIDER may be served by registered mail sent to the address mentioned hereto in this Agreement. Proof of issue of any such notice would be conclusive of the SERVICE PROVIDER having been duly informed of all contents therein.

**TO THE JKMSCL**

Any notice to be given to JKMSCL under terms of the Agreement shall be served by the sending the same by Registered mail to or delivering the same at the address mentioned hereto in this Agreement.

- G. In case of any dispute, between the Parties, with regard to the terms and conditions of this Agreement, only the Courts of “Jammu/ Srinagar Cities” shall have jurisdiction.

H. APPLICABLE LAW:

- i. This Agreement shall be interpreted in accordance with the laws of INDIA.

SIGNED AND DELIVERED BY THE

Within named "JKMSCL"

Jammu & Kashmir Medical Supplies Corporation Ltd.

In presence of \_\_\_\_\_

SIGNED AND DELIVERED BY THE

Within named "SERVICE PROVIDER"

\_\_\_\_\_

In the presence of \_\_\_\_\_

PROFORMA-II  
PERFORMANCE BANK GUARANTEE

Ref. No.

Bank Guarantee No.

Dated:

To

J&K Medical Supplies Corporation Ltd.

1) In consideration of JKMSCL, incorporated under the Companies Act, 1956, having its Registered Office (hereinafter referred to as "JKMSCL" which expression shall unless repugnant to the context or meaning thereof include all its Successors, Administrators or meaning thereof include all its successors, administrators, executors and assignees) having entered into a Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the Contract" which expression which expression shall include all the amendments thereto) with M/s. \_\_\_\_\_ (hereinafter referred to as "SERVICE PROVIDER" which expression shall unless repugnant to the context or meaning thereof mean and include all its Successors, Administrators, Executors and Assignees) and JKMSCL having agreed that the SERVICE PROVIDER shall furnish to JKMSCL a Performance Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for the faithful performance of the entire Contract.

2) We, (Name and full address of the bank with telephone and fax number) registered under the laws of \_\_\_\_\_ (Name of Country), having Head, Registered Office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors Administrators, Executors and Permitted Assigns) guarantee and undertake to pay immediately on first demand by JKMSCL in writing, the monies to te extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) without any demur, reservation,

contest or protest and/or without any reference to the SERVICE PROVIDER. Any such demand made by JKMSCL on the Bank by Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any court, tribunal, arbitrator or any other authority and/or any other matter or thing whatsoever, or as liability under these presents being absolute and unequivocal.

We agree that the guarantee herein contained shall be irrevocable and unconditional and shall continue to be enforceable until it is discharged by JKMSCL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the SERVICE PROVIDER and shall remain valid, binding and operate against the Bank.

- 3) The Bank also agrees that JKMSCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the SERVICE PROVIDER and notwithstanding any security or other guarantee that JKMSCL may have in relation to the SERVICE PROVIDER's liabilities. We further agree that multiple and partial drawings under this Guarantee are permitted, subject to the limits of this Guarantee and terms and the Contract.
- 4) The bank further agree that JKMSCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Contract or to extend time of performance by the said SERVICE PROVIDER's from time to time or to postpone for nay time from time to time exercise of any of the powers vested in JKMSCL against the said SERVICE PROVIDER's and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from out liability by reason of any such variation, or extension being granted to the said Contracts or for nay forbearance, act or omission on the part of JKMSCL or nay indulgence by JKMSCL to the said SERVICE PROVIDER's or

any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect or so relieving us.

- 5) The Bank further agree that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and all the dues of JKMSCL under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till JKMSCL discharges this guarantee in writing or ill \_\_\_\_\_ (indicate the date of expiry of bank guarantee), whichever is earlier.
- 6) This guarantee shall not be discharged by any change in our constitution, or in the constitution of JKMSCL or that of the SERVICE PROVIDER.
- 7) The Bank confirms that this guarantee has been issued with observance of appropriate laws of the Country of issue.
- 8) The Bank also agrees that this guarantee shall be governed and construed in accordance with India Laws and Subject to exclusive Indian Courts at Jammu/ Srinagar Cities of J&K State.
- 9) Notwithstanding anything contained herein above, our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee) with a claim period of 6 months beyond the date of expiry.

We must receive any claim under this guarantee before the expiry of the Bank guarantee. If we have received no such claim by the said date, the rights of the received by us by the said date, all the rights of JKMSCL under this guarantee shall be valid and shall not cease until we have satisfied that claim.

Notwithstanding anything contained herein above:

- a. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only);
- b. This Bank Guarantee shall be valid upto \_\_\_\_\_ (indicate the date  
of expiry of bank guarantee); and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank  
Guarantee only and only if you serve upon us a written claim or demand on or  
before (indicate the date of expiry of bank guarantee plus on month for as  
claim period).

In witness whereof, the Bank through its authorised officers has set its hand  
and Stamp on this (indicate the date of bank guarantee).

(Signature)  
Full Name, Designation and  
Official Address (in legible  
letters)  
With Bank Stamp

Attorney as per  
Power of Attorney No.  
Date:

\_\_\_\_\_  
WITNESS NO. 1  
(Signature)  
Full name and official address  
Address  
(in legible letters

\_\_\_\_\_  
WITNESS NO. 2  
(Signature)  
Full name and official address  
Address  
(in legible letters)