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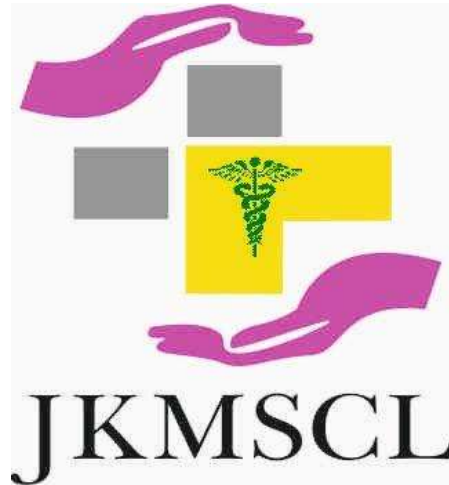
JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Office Jammu: Plot No 58, Friends Colony, Marble Market, Trikuta Nagar, Jammu

Corporate Office Kashmir: Opp. State Motor Garage, Near Haj House Bemina, Srinagar

E-mail: gmjkscl@gmail.com; mdjkscl2@gmail.com Phone: 0191-3510489 (Jammu); 0194-2493607 (Kashmir)



**e-BID For The (Hiring OF Vehicle SERVICES) For Various Units of
JKMSCL FOR THE YEAR 2026-28**

687

(REFERENCE NO: NIT/JKMSCL/VEHICLESERVICES/2026-28/687 DATED: 06-04-2026

LAST DATE OF SUBMISSION OF ONLINE BIDS: 25-04-2026 upto 1600 hrs

Important Note: Each page of e-Bid should be properly page marked and indexed. Page Number should be reflected at the bottom of each page. All documents requested in “Annexure-A”, should be reflected in the column mentioned against each. Any deviation may result in rejection of the bid and the bidder shall be solely responsible for the same.

BIDDING DOCUMENT FOR HIRING OF VEHICLE SERVICES

Bid Data Sheet

Table of Contents

S.No.	Section	Description	Pages
1.	NIL	Bid Submission Letter	03
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(To be submitted on letter head of Firm)

Bid Submission Letter
(Declaration Form)

Sub: - Regarding Bid submission for NIT/JKMSCL/VEHICLE SERVICES/2026-28/687 DATED: 06-04-2026

I/We..... *(Name, Designation and Address of Bidder)* having our office at *(Address of Firm)* do hereby 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..... *(Manufacturer/Direct Importer/ Authorized representative of the original manufacturer)* I/We have enclosed all the requisite documents and are as per the requirement of the NIT.

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 three 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 have enclosed the documents as per details given in Annexure A of the NIB and other documents asked in NIT.**

We further undertake to abide by all the terms & conditions of the NIB.

Dated

Name and signature of bidder with seal



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No: NIT/JKMSCL/VEHICLE SERVICES/2026-28/687 DATED: 06-04-2026

NOTICE INVITING BID

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 Rate Contract for the **“Hiring of Vehicle Services”** from the Authorized Service Provider. Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com. The cost of the tender along with tender processing charges of Rs. 10,000/- + 18% GST = **Rs. 11,800/-** i.e. Rs. 1,000/- + 18% GST = **Rs. 1180/-** (Rupees one thousand One Hundred Eighty only) as cost of tender & Rs. 9,000/- +18% GST = **Rs. 10,620/-** (Rupees Ten thousand Six Hundred Twenty only) as tender processing charges shall have to be paid either through **NEFT/RTGS** only in the Corporation's Bank Account No. 0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM **or by depositing the amount directly into the above Account No.** along with the submission of requisite valid documentary proof.

- IMPS mode of transfer is not verifiable and hence shall not be entertained as tender fee or tender processing charges. Bidders claiming to submit money through IMPS Mode shall be out-rightly rejected.
- DD as mode of payment for cost of tender/tender processing fees/Bid Security shall only be entertained if the same is deposited physically against proper receipt in the Corporate Office of JKMSCL, before the closing due date of e-bid.
- Bid Security Rs. 1,00,000.00 in the form of FDR/ CDR/ BG/ RTGS/NEFT (FDR/ CDR from scheduled/Nationalised Bank / BG from Nationalised Bank) with validity of 30 months. Bids submitted without sufficient bid security & validity shall be summarily rejected. Firms which are registered as (Micro and Small Enterprise) MSEs Unit(s) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) shall be considered for Exemption of bid security including tender fee of Rs. 1180/- as per provisions of MSME Policy. Tender Processing charges of Rs. 10620/- is to be paid by the MSE Unit(s) also.
- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be out rightly rejected.
- **The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. Under MSE category only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**
- **Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to uploaded along with Technical Bid, failing which bid shall be out rightly rejected.**

Sd/-
Managing Director,
J&K Medical Supplies Corporation Ltd.



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BID DOCUMENT HIRING OF VEHICLE SERVICES

Tender No.NIT/JKMSCL/M&E/2026-28/	: 06-04-2026
Date of publication of e-bid	: 06-04-2026
Start date and time for download of bid document	: 06-04-2026
Last date and time for download of bid document	: 25-04-2026 at 1600 hrs
Clarification start date	: 06-04-2026 at 1600 hrs
Clarification end date	: 14-04-2026 upto 1400 hrs
Pre- bid meeting	: 15-04-2026 AT 11.00 A.M (at Corporate Office, Jammu/ Srinagar)
Google Code for Pre Bid Conference:	https://meet.google.com/nvp-wgwd-ixn
Start date and time for submission of online bids	: 15-04-2026 at 1500 hrs
Last date and time for submission of online bids	: 25-04-2026 at 1600 hrs
Date and time for online opening of technical bids	: 27-04-2026 at 1100 hrs
Cost of tender document	: Rs. 1180/-
Tender Processing charges	: Rs. 10620/-

ADDRESS FOR COMMUNICATION: Managing Director or General Manager, J&K Medical Supplies Corporation Ltd,

Address: Plot No. 58, Friends Colony
Satyam Road Trikuta Nagar, Jammu
Near Hajj House, Bemina Srinagar

Note:-

1. The bidder shall have to get themselves updated with the date & time fixed for Pre-bid as per the item list. After pre-bid meeting necessary changes in bid conditions shall be done with the recommendations of panel of experts after the approval of the competent authority. Bid should be submitted through e-portal www.jktenders.gov.in after pre-bid meeting including all the clarifications/modifications/ amendments. No representation shall be entertained after the last date of submission of clarification.
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. The bidders shall have to submit a **GST No. and valid 'GST'** clearance certificate/returns submitted from the taxation department and the 'PAN' issued by income tax department.
5. It is clarified that the information required in bidding document should be submitted only in enclosed format bidding forms without any change or modification in its formats. Bids submitted with changed or modified annexure/formats shall be rejected.
6. Information of award of contract shall be communicated to all participating bidders on the website www.jktenders.gov.in. www.jkmsclbuisness.com.

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, nor 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. Liability therefore is hereby expressly disclaimed.

This document is neither an agreement nor an offer or invitation by the Jammu and Kashmir Medical Supplies Corporation Ltd. (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 correct any inaccuracies therein, and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto, and all matters pertinent to the proposed procurement. The recipient should seek its own professional advice on the legal, financial, regulatory, and taxation consequences of 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 upon as, a promise, representation, or warranty. The 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 an information source by the bidder or any other in any context other than applying for this proposed procurement.

The hiring entity, 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 from participation in this bidding process.

The hiring entity also accepts no liability of any nature, whether resulting from negligence or otherwise, however 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 information, assessments, 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 bidders, as the case may be, for the service. The hiring entity reserves the right to reject all or any of the bidders or bids at any point of 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 hiring 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 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 the 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

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 1630 hrs on ph. 0191-3510489 or e-mail on gmjtkmscl@gmail.com & mdjtkmscl2@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 mdjtkmscl2@gmail.com & gmjtkmscl@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:

ELIGIBILITY CRITERIA, TERMS AND CONDITIONS FOR TENDERING:-

1. The bidder may be a proprietary firm, partnership firm, Limited Company, or Corporate body legally constituted, who possesses the required licenses, registrations, etc., as per law.
2. The vehicles should have a valid registration 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 monthly basis. The vehicle can be utilized in any manner, even on Sundays and holidays, on a 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.
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 the 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 the month, exceeding fifteen (15) days, hiring of such vehicle(s) shall be on a 'Pro-Rata basis' calculated on a Monthly basis.
6. **Rates shall be inclusive of all Operational Costs, inter-alia monthly/ daily charges attributable towards engagement of qualified Driver, provision of sufficient fuel across all the time, cost of lubricants/ spare parts/ other consumables, Insurance Premium, Road Tax, other Running & Maintenance Charges, etc. as well as GST, as applicable.**
7. In reference to the Passenger Fare Revision (2021) issued by the Transport Commissioner & Chairman, State Transport Authority, J&K vide notification No.: 01 PMVD of 2021 dated: 19.03.2021 –
 - i) Indicative 'Daily' duty hours shall be 11 Hours, with 2 Hours break, subject to maximum of 110 Kms.
8. Participant(s) shall be providing similar services from the past Ten (10) years, but in any case, not less than Five (5) years
9. Participant(s) should have provided at least four (4) vehicle(s), on 'Monthly' basis, to any of the Central/ State/ UT Govt. Department(s)/ Public Sector Undertakings(s) during any last four (4) years falling within preceding Five (5) financial year(s) ended on 31st March 2026.
10. Odometer Limit: Vehicle's odometer must not exceed 60,000 km.

- 11.** The successful bidders are required to provide the vehicles in good condition. The driver should have a valid driving license and the vehicle shall have third-party insurance as per the Motor Vehicles Act.
- 12.** The vehicle deployed to JKMSCL shall carry a copy of the insurance and other documents that are mandated as per the Motor Vehicles Act.
- 13.** Vehicle(s) should run on Diesel/Petrol and be fitted with AC/Heater to cater to the needs of summer and winter season(s).
- 14.** Rates are to be quoted on per Month and per Day basis for the categories of vehicles as per Annexure 'B'.
- 15.** Intended bidder(s) shall have to quote the rate(s) for all the categories listed at Annexure B, failing which its bid(s) shall be treated as 'Non-Responsive' and rejected summarily;
- 16.** JKMSCL shall be liable to pay the hiring charges as per the agreement only.
- 17.** During the contract period, if the vehicle is seized or detained by the Police/Motor Vehicle Authority or any other authorities for any reason whatsoever, it will be at the contractor's risk.
- 18.** The 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 a garage/petrol pump, the service provider shall not claim for the vehicle running expense during the said trip.
- 19.** Every vehicle shall have a FastTag and GPS locator.
- 20.** Agreed rate as per agreement will not be revised during the agreement period.
- 21.** The transport operator will ensure that the vehicle is kept clean and tidy, in perfect running condition, with a 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." (FASTTAG & GPS LOCATION).
- 22.** In case the 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 the right to hire a vehicle from the market and the additional cost incurred by this office, plus a penalty of Rs. 1000/- per day per vehicle and proportionate rent of monthly vehicle, will be borne by the Transport Operator.
- 23.** 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.
- 24.** The Transport Operator would ensure that the drivers employed for the service are not changed in the normal course and all the drivers have a 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 the DRIVER or any other person involved. The driver

shall ensure that the insurance copy, along with other documents as mandated by the Motor Vehicles Act, is kept at hand at all times.

- 25.** The Driver should have a minimum of 5 years work experience as a driver; a safe and clean driving record; knowledge of driving rules and regulations; skills in minor vehicle repair; and proper training in operation and maintenance of the vehicle.
- 26.** The driver should not consume alcohol, smoke, or chew pan masala/gutkha and should be properly attired during duty hours and at all times observe basic courtesy toward passengers, fellow motorists, and road authorities. The driver must carry a mobile phone in working condition while on duty, for which no separate payment shall be made. The driver should be familiar with local routes and destinations.
- 27.** The Transport Operator should have an adequate number of telephones or contact numbers round-the-clock to facilitate smooth contact.
- 28.** The contact person/transport owner shall address the issues related to the servicing of the vehicle immediately upon receiving the request from JKMSCL.
- 29.** The vehicle should be kept with a 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 upon production of the bill. The vehicle should be equipped with a fire extinguisher.
- 30.** As regards vehicle timings, the Transport Operator will not pass on the instructions directly to the driver concerned. All the instructions should be routed through JKMSCL.
- 31.** 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 the vehicle. The log book shall be submitted to JKMSCL regularly for scrutiny.
- 32.** 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 a penalty of Rs. 1000/- per day per vehicle and proportionate rent of the monthly vehicle, will be borne by the Transport Operator.
- 33.** The vehicle should be available/may be used for running in Jammu/Srinagar as well as outside Jammu/Srinagar as and when JKMSCL so desires.
- 34.** The billing will be done on a 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.
- 35.** In case of any accident, all the claims arising out of it shall be met by the Transport Operator.
- 36.** The Transport Operator should approach the designated employee of JKMSCL in case of any assistance or difficulty.
- 37.** In case of any dispute of any kind and in any respect whatsoever, the decision of JKMSCL shall be final and binding on the Transport Operator.

- 38.** 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.
- 39.** 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.
- 40.** The Transporter shall have to provide additional vehicles as and when required by JKMSCL on the same terms and conditions as mentioned in the contract for regular hired vehicles. However, JKMSCL will inform at least one day before about such additional requirement.
- 41.** JKMSCL is not bound to accept any tender, nor 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.
- 42.** The technical bid should be accompanied by earnest money deposit of Rs. 1,00,000/- in the form of FDR drawn in favour of Financial Advisor/CAO of JKMSCL. The tender received without EMD will be rejected summarily. MSME firms shall be completely exempted from EMD.
- 43.** If the bid is accepted, the concerned firm should submit a performance security in the amount of 5% of the contract price or as specified in bid documents for the due performance of the contract.
- 44.** The agency must obtain the necessary license, permit, consent, sanction, etc., as may be required or called for from/by local or any other authority for performing 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, without any liability or responsibility to JKMSCL whatsoever.
- 45.** The agency shall bear all taxes, rates, charges, levies, or claims, whatsoever, as may be imposed by the State, Central Government, or any local body or authority. The agency shall furnish such proof of payment or compliance of obligations including registration certificates, receipts, licenses, clearance certificates, etc., as may be required by JKMSCL from time to time.
- 46.** The Security Deposit shall be released without interest after 03 months of completion of the contract period, only after being satisfied with the successful completion of the contract and no liabilities from the Agency.
- 47.** A local representative of the 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 of 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's responsibility under the contract to JKMSCL.
- 48.** The Agency shall not discontinue the service if so desired by the JKMSCL at any time without assigning any reason whatsoever.
- 49.** A good standard of services shall be maintained as indicated.
- 50.** JKMSCL shall pay the agreed amount on production of the monthly bill. No other charges of any kind shall be payable except as under the contract.
- 51.** Under no circumstances is the Agency entitled to claim any charges over and above the charges prescribed in the terms of this contract. No advance

payment shall be made to the successful bidder. Parking fees, toll charges, etc., shall be reimbursed by JKMSCL as per actuals after production of toll receipt(s), statements etc.

52. The decision of JKMSCL in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
53. Any changes/corrigendum with respect to this tender shall be notified through the website (www.jkmsclbusiness.com / www.jktenders.gov.in). All bidders are advised to please check the JKMSCL website regularly for any latest amendment/ corrigendum.
54. Tenders received without requisite documents, including EMD, shall not be entertained. MSME firms are exempted from EMD.
55. **Termination:** The contract may be terminated by JKMSCL giving one month notice, in case the agency.
 - a. Assigns or sub-contract of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instructions/agreement of suppression of facts.
56. **Service providers who have been blacklisted/ debarred by any Central/State Government department or PSU are not eligible to participate. Also, service providers whose contracts have been cancelled by any Central/State Government department or PSU, including JKMSCL, on account of any reason, are not eligible to participate. Their tenders shall be deemed invalid ab-initio and rejected.**
57. When a vehicle is replaced, a fresh set of documents related to the new vehicle must be submitted to this office.
58. Commercial load carrier vehicles and conditions for stores should also be considered.
59. **Acknowledgement by Bidder:** It shall be deemed that by submitting bid, bidder as:
 - a) Made a complete and careful examination of the SBD;
 - b) Received all relevant information requested from the Authority;
 - c) 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;
 - d) 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;
 - e) acknowledged that it does not have a Conflict of Interest;
 - f) agreed to be bound by the undertakings provided by it under and in terms thereof; and
 - g) 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);
- h) 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.

60. 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 alongwith 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 BID 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 (Lol), 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.

61. 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; The bidder must have a valid EPF registration prior to the date of issuance of the NIT.
- 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.

62. Service Level Agreement (SLA) vis-à-vis Penalty(ies) Levi able:

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 out rightly;
 2. Successful bidder(s) may be disqualified, banned or suspended during the Contract Period, if:
 - i) It fails to execute the Agreement or fails to submit Performance Security Guarantee;
 - ii) It fails to execute the Contract to the satisfaction of this office;
 - iii) 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;
- iv) It is suspected to be doubtful loyalty to State;
- v) 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.
- vi) 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);
- vii) Any certificate/ documents/ information submitted by the successful bidder(s) is found to be false/ forged/ fabricated;
- viii) 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-III: Checklist

Annexure “A”

(To be submitted on letter head of Firm)

TECHNICAL BID

Subject:-Regarding Bid submission for **NIT/JKMSCL/VEHICLE SERVICES/ 2026-28/687 Dated:-06-04-2026**

I/We..... *(Name, Designation & Firm Name)* 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.

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 (Page No.)
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 (on the letter head of firm)	
2.	Financial/ Price Bid submission sheet (Annexure B) (Price to be quoted online only).	
3.	Details of EMD, No. amount date, Bank details	
4.	Bid/ Tender charges (Incl. Tender processing fee)	
5.	Name of the Organization/ Firm with full address with pin-code, Phone No, Fax No email etc. (on the letter head of firm)	
6.	Proof of incorporation/ inception of the agencies	
7.	Three years' experience certificate issued from any central/ State Government Department <i>(At least 04 Vehicles on monthly basis should be</i>	

S. No.	Item	Particular (Page No.)
	<i>provided)</i>	
9.	License /registration certificate issued from the competent authorities	
10.	PAN Card No.	
11.	Name, photograph & specimen signature of the designated officer/ representative of the Bidder who is authorized to make correspondence with the JKMSCL, if any.	
12.	Average Annual Turnover Statement for Last 3 financial Years issued by Chartered Accountant/competent authority with UDIN (2022-23, 2023-24 and 2024-25) <i>as per Annexure "C"</i> .	
13.	GST registration No. alongwith latest GST Return	
14.	Declaration of bidder regarding acceptance Bid for terms & conditions as per format mentioned at S. No. 01 of Table of Content	
15.	EPF Registration Certificate.	
16.	List of organizations to which provide the vehicle services by the bidder.	
17.	Declaration for Latest Non Conviction, non blacklisting on non judicial Stamp paper of Rs 100 furnished by the Bidder as per performa duly notarized. As per Annexure "D"	
18.	List of vehicles registered in the name of the business firm as well as associated vehicles Annexure "E".	

Financial/ Price Bid submission sheet:

S.No	Description of Work / Item(s)	No. of Qty	Units	Item Code	Rate Without Tax	GST Amount	Rate With Tax
1.00	Base Segment including Swift Dzire/Honda Amaze/ Etios etc.	1.00	each	VH01			
2.00	Medium Segment including Scorpio/ Bolero/ Bolero Neo/ Verna/Ciaz etc.	1.00	each	VH02			
3.00	Premium segment including Innova Crysta etc.	1.00	each	VH03			
4.00	Load Carrier Four Wheeler	1.00	each	VH04			
5.00	Load Carrier Six Wheeler	1.00	each	VH05			
6.00	Base Segment including Swift Dzire/Honda Amaze etc- Charges for 11 hour, subject to a maximum of 110 kms	1.00	each	VH06			
7.00	Charges beyond 11 hour or 110 kms for item no. (6)	1.00	each	VH07			
8.00	Night halt charges for item no. (6)	1.00	each	VH08			
9.00	Medium Segment including Scorpio/ Bolero/ Bolero Neo/ Verna/ Ciaz etc. Charges for 11 hour, subject to a maximum of 110 kms	1.00	each	VH09			
10.00	Charges beyond 11 hour or 110 kms for item no. (9)	1.00	each	VH10			
11.00	Night halt charges for item no. (9)	1.00	each	VH11			
12.00	Premium segment including Innova Crysta etc. Charges for 11 hour, subject to a maximum of 110 kms	1.00	each	VH12			
13.00	Charges beyond 11 hour or 110 kms for item no. (12)	1.00	each	VH13			
14.00	Night halt charges for item no. (12)	1.00	each	VH14			
15.00	Load Carrier Four Wheeler Charges for 11 hour, subject to a maximum of 110 kms	1.00	each	VH15			
16.00	Charges beyond 11 hour or 110 kms for item no. (15)	1.00	each	VH16			
17.00	Night halt charges for	1.00	each	VH17			

S.No	Description of Work / Item(s)	No. of Qty	Units	Item Code	Rate Without Tax	GST Amount	Rate With Tax
	item no. (15)						
18.00	Load Carrier Six Wheeler Charges for 11 hour, subject to a maximum of 110 kms	1.00	each	VH18			
19.00	Charges beyond 11 hour or 110 kms for item no. (18)	1.00	each	VH19			
20.00	Night halt charges for item no. (18)	1.00	each	VH20			

Note:-

1. The rate should only be quote as per online 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-B.
5. The bidder shall quote rates for all categories, failing which the bid shall be out-rightly rejected.
6. *The price for evaluating L1 (as per BOQ) shall be decided on the basis of total rates from serial No.1 (item 1) to Serial No.20 (Item20).*

PLEASE DON'T WRITE 00 AGAINST THE ITEMS FOR WHICH YOU DIDN'T WISH TO QUOTE; INSTEAD, DO WRITE "NOT QUOTED" AGAINST THE SAID ITEM; AS THE SYSTEM TAKES RS. 00.00 AS L1.

Annexure “C”

(On letter head of Chartered Accountant)

ANNUAL TURNOVER STATEMENT

The average annual turnover of M/S.....(*Name of Firm*) address for the past three years are given below and certified that the statement is true and correct:-

It is further certified that the Annual Turnover Statement has been prepared strictly as per returns filed with Taxation Department for the year 2022-23, 2023-24 and 2024-25 and shall be responsible, if any variation/discrepancy is found during evaluation /later stage.

Sl. No.	Financial Years	Turnover in Lakhs(Rs.)
1.	2022-23	
2.	2023-24	
3.	2024-25	
	Total	- _____ Lakhs
Average gross annual turnover		_____ Lakhs

Note:

1. To be prepared strictly as per returns filed with Taxation Department & the statement should be supported with returns filed for the last three financial years.

Signature of Auditor/Seal

Date:

Chartered Accountant
(Name & Address.)
Tel. No. UDIN NO.

**Declaration and Undertaking by the Bidder on Non-judicial stamp paper
(Rs.100/-)**

Affidavit

I, _____, Proprietor of M/s _____ do hereby solemnly affirm here as under:

- 1) That the deponent is sole Proprietor of M/s _____ having office _____.
- 2) That our company or any of its Proprietor/Partner(s)/ Member(s)/ Director(s), as the case may be, has not been found guilty/convicted by any Competent Court of India, or de-recognized/ blacklisted by any Govt. Institution of the Country, for offences involving moral turpitude/corruption in relation to its business dealings with the Govt, or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country.
- 3) There is no action or suit or proceeding or investigation pending against the bidding entity, or its Proprietor/ Partner(s)/ Member(s)/ Director(s), at Law Law or in equity before any Court or before any other Judicial, Quasi-Judicial or other Investigation/ Regulatory authority, for offences involving moral turpitude in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matter(s) relating to the Security & Integrity of the Country, the outcome of which may constitute an event of default or impair implementation of contract in any manner whatsoever.
- 4) If anything is found wrong/ false/ misleading/ contrary to the Public Interest Interests of the Country/ Union Territory of J&K/ Health & Medical Education Deptt. J&K/ J&K Medical Supplies Corporation Ltd, or the bidding entity, and/or its Proprietor/ Partner(s) Member(s)/ Director(s), as the case may be, if subsequently declared Guilty Convicted for any offences involving moral turpitude/ corruption in relation to its business dealings with the Govt., or any other Public Sector Enterprises, as well as for matters relating to the Security & Integrity of the Country, at any stage(s), including the currency of Rate Contract, such bidding entity and its Proprietor/Partner(5) Member(s)/Director(s), us the case may be, even if such bidding entity is the approved Service Provider, shall be responsible 'Severally & Jointly', and will be ready to face any legal action(s) to be initiated against it by the JKMSCL, upon the recommendations of the Committee constituted in this behalf. It will be in addition to other penal recourses, inter-alia forfeiture of EMD/Performance Bank Guarantee/any other payments due towards the bidding entity/approved Service Provider, debarring/blacklisting such defaulting/erring bidding entity, and its Proprietor/ Partner(s)/ Member(s)/ Director(s), as the case may be, from all procurement processes under JKMSCL for a minimum period of two (2) years, etc.

Verification:

Verified at Jammu on this _____ Day of _____20__, that the averments made above are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

(Signatures of Deponent)

Details of vehicles, including those owned by the Bidder itself as well as associated with it under some arrangement.

S. No.	Vehicle registration No.	Make	Model	Whether vehicle is owned by the bidder or associate with it under some arrangement (Owner/ Associated)	If vehicle is associated with the Bidder, Name of Registered Owner of Vehicle	Date since vehicle is associated with the Bidder (DD/MM/YYY)	Documentary evidence regarding association between Bidder & Registered Owner(s) of Vehicle(s)

** The documentary proof shall specifically include a valid Agreement executed between the Bidder/Firm and the Registered Owner(s) of the Vehicle(s).*