

**POLICE**

**HEADQUARTERS**

**J&K JAMMU.**

NIT No :-49 of 2017

Dated:- 28.12.2017.

**Subject:- Hiring of Cranes by Traffic Police for lifting of wrongly parked LMVs/ Motor Cycles**

Sealed Tenders on behalf of the Governor J&K State are invited under Two Bid System, i.e, Technical Bid and Financial Bid, **for providing the Cranes (207/407 type Hydraulic Wrecker with under-lift arrangement for vehicles and 709-Truck type for lifting of Motor Cycles) on hiring basis for the purpose of lifting of wrongly parked Light Motor Vehicles/Motor bikes,** without damaging the body and bumper of the towed away vehicles, within the Municipal Limits of cities of Jammu, Srinagar and the territorial/allotted jurisdiction of other districts of J&K.

The Tenders shall be addressed to Director General of Police, PHQ J&K Gulshan Ground Jammu.

The scope of work, qualifying criteria and terms and conditions, specific to the contract are given in **Section-I**. The general terms and conditions of the contract are given in **Section-II**. The procedure for bid submission and evaluation are given in **Section-III**. The technical and financial bids are required to be submitted in the formats given in **Section-IV & Section -V** respectively.

**Pre-bid meeting shall be held at PHQ J&K Jammu on 16.01.2018 at 1600 hours.**

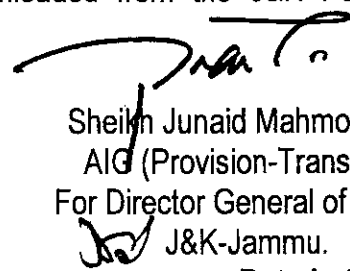
**Last/Closing date & Time for receipt of Tender: 30.01.2018 at 1600 hours.**

**Tender Opening Date & Time : 01.02.2018 at 1500 hours**

Only Technical bids will be opened on the above date and time. Date & time for opening of financial bids of technically qualified bidders will be notified later on.

Bid documents can be obtained on any working day (during office hours) from Police Headquarters Gulshan Ground Jammu, Traffic Hqrs. Channi Rama Jammu, Traffic Range Hqrs.Kashmir M.A. Road Srinagar.

Bid document can also be downloaded from the J&K Police website **www.jkpolice.gov.in.**



Sheikn Junaid Mahmood, SSP  
AIG (Provision-Transport)  
For Director General of Police,  
J&K-Jammu.

Dated:- 28.12.2017.

No. MT/Veh-08/2017/7701-30

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Copy to the:-

1. Principal Secretary to Govt. Home Department J&K Jammu.
2. All ADsGP/IsGP of J&K Police for information
3. IGP Traffic J&K, Jammu for information and necessary action.
4. DIsG Traffic Rang Kashmir/Traffic Range Jammu for information.
5. AIG (Communication) PHQ J&K, Jammu for information and necessary action with the request that "only Gist of the NIT" (copy enclosed) be got published in 02 reputed local News Papers and 02 reputed National New Papers.
6. SSsP Traffic City Srinagar, Traffic City Jammu, Traffic Rural Kashmir, Traffic Rural Jammu and Traffic NHW Ramban for information and necessary action.
7. S.O. e-Procurement for information and necessary action.
8. In-Charge IT Centre PHQ for posting of NIT on website of J&K Police.
9. In-Charge IT Centre THQ J&K for information and necessary action.

AIG (Provision-Transport)  
For Director General of Police,  
J&K-Jammu.

**SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT**

J&K Police requires Cranes (207/407 type Hydraulic Wrecker with under-lift arrangement for vehicles and 709-Truck type for lifting of Motor Cycles) on hiring basis for lifting of wrongly parked Light Motor Vehicles (all type) like Tavera, TATA Sumo, TATA Safari etc. and Motor Cycles, within the Municipal Limits of cities of Jammu, Srinagar and other Districts of J&K, under the supervision of Traffic Police Department J&K tentatively for a period of Twelve (12) months from 01.04.2018 to 31.03.2019, on the basis of daily rates. However the contract shall be extendable/renewable with mutual consent.

The tentative requirement of such cranes is pegged as under:-

S.No.	Name of the Unit	Requirement of Cranes			Total
		207 Type	407 Type	Platform (709-Truck Type) for lifting of Motor Cycles	
1.	Traffic City Srinagar	3	2	1	6
2.	Traffic City Jammu	3	2	1	6
3.	Traffic Rural Kashmir	2			2
4.	Traffic Rural Jammu	2			2
<b>Total</b>		<b>10</b>	<b>4</b>	<b>2</b>	<b>16</b>

### SPECIAL CONDITIONS OF CONTRACT:-

1.	The price/rates quoted in the financial bid should be inclusive of all applicable taxes and other charges. Financial bid should contain only the rates quoted and all other conditions should be stated in the technical bid. All rates shall be given in figures and in words. Details of rates should be submitted in their letter head/pad. Rates must be clearly written in figures as well as in words, free from any overwriting, cuttings and alterations. Tenders shall be filled in clearly and with one ink. No cuttings/ alterations/ over writings shall be made in the tender. Rates quoted shall be final till the validity of the contract with a provision of further extension.
2.	Receipt books in triplicate, as per prescribed format of Traffic Department J&K, shall be provided by the owner/firm party at his cost to Traffic Police, for issuance of receipts to violators, duly sealed and stamped by enforcing authority.
3.	The payment to the Supplier/Contractor shall be released on monthly basis after proper authentication/verification.
4.	The driver, fuel and other maintenance cost, road tax, permit fee, passenger tax, border tax, state tax, challan, salary of the driver etc are the responsibility of the contractor and no such payment shall be made by the department. No charges, whatsoever, other than the minimum approved rate (as will be finalised after completion of tender process) would be payable.
5.	The Cranes shall remain operational for at least 12 hours a day and downtime, if any, shall be at the cost and consequences of the supplier firm/party.
6.	All Cranes to be supplied should be registered as per Motor Vehicle Act with the competent authority duly and must possess up to-date route permit for operation in J&K routes duly issued by competent authority and must carry comprehensive insurance. Applicable taxes, registration, insurance etc, shall be borne by the (approved supplier/firm/party) owner.
7.	One or two officials from Traffic Police for enforcing the law, shall always accompany the Crane
8.	The Crane and driver shall remain at the disposal of Traffic Police, round the clock.
9.	Income Tax, Service Tax etc, as applicable shall be borne by the (approved supplier/firm/party) owner.
10.	The Contract with approved supplier shall be signed for 12 months and shall be further renewable with mutual consent. However, detailed agreement shall be made when the cranes are provided to Traffic Police Department J&K.
11.	The intending bidders have to submit quotations for Jammu, Srinagar and other urban/rural areas.
12.	<b>Only one rate</b> will be accepted for the tendered item. No multiple rates will be accepted.
13.	The approved supplier/contractor should keep some approved quantity of Cranes (as per supply order) reserve to meet any eventuality or to meet the additional requirement of the department, if any.
14.	The Crane and driver should not be involved in any criminal case.
15.	The drivers provided should be well-behaved, should possess a valid driving license (Commercial License) and should have good knowledge of routes in J&K. They should remain properly dressed during duty hours. Misbehaviour by driver shall be viewed seriously and the contractor shall be liable to replace any driver, if so required by the department. Non-compliance of these conditions may lead even to termination of contract and action under rules against the drivers.
16.	The vehicles provided must be in excellent running condition, clean, with proper and complete documents required under rules, including registration certificate, valid insurance, road tax etc. Documents should be shown to the user if asked for.
17.	No advance payment shall be made under any circumstances.
18.	The contractor shall be fully responsible for any loss or damage to the Crane
19.	The vehicle shall remain parked in a place to be specified by the J&K Traffic Police, so

	that it remains available for deployment on duty at all times.								
20.	<b>Tender Fee:-</b> A non-refundable tender fee has been fixed at Rs. 3000.00 (Rupees Three Thousand only), which shall accompany the offer, in the shape of crossed demand draft favouring Financial Advisor/Chief Accounts Officer , Police Headquarters J&K, Jammu.								
21.	<b>Bid Security Amount:-</b> The intending Tenderer/s will have to send the refundable Bid Security (EMD) of Rs. 2.00 lacs pledged to IGP (Hqrs.) PHQ J&K Jammu with the tender offer. The EMD in the case of unsuccessful tenderer shall be released after finalisation of Tender, where-as in the case of successful tenderers, it will be adjusted towards the security money (required to be deposited) for due performance of the agreed contract/performance during the agreement period. No interest shall be payable by the hirer on the EMD deposited by the Tenderer. Tenders without EMD shall be rejected. <b>Bank Details:-</b> The bidder shall furnish the bank details for refund of EMD.								
22.	<b>Bid Validity Period:</b> The bid should be valid for a period of one year (2018-19)								
23.	<b>Performance Security Amount/Deposit:-</b> The approved tenderer will have to supply the vehicles as per approved rate, approved specification, till the validity of the contract. They will have to furnish security deposit (performance security) of Rs. 2.00 Lacs (Rupees two lacs only) in the shape of CDR/FDR from a Nationalised Bank, at the time of signing of <u>Agreement/Deed</u> to ensure satisfactory performance of the vehicles, supplied from the date of acceptance. This security deposit will be released in due course after the expiry of specified and agreed contract. The charges on stamps etc (cost of documents in totality) shall be borne by the supplier while executing the agreement. No interest shall be paid by the hirer on the Security deposit.								
24.	<b>Dispatch Instructions:-</b> The Cranes are required to be delivered at Consignee's location (Srinagar, Jammu, NHW Ramban and other territorial/allotted jurisdiction of other districts only), at freight, risk and cost of the supplier.								
25.	<b>Tender offers shall be liable for rejection in absence of following documents:-</b> <table border="1" data-bbox="406 1003 1364 1393"> <tr> <td>1</td> <td>A copy of this NIT duly signed &amp; stamped on every page by the tenderer, in token of having understood and accepted the specifications, terms &amp; conditions of the NIT.</td> </tr> <tr> <td>2</td> <td>Supply of Cranes will have to be completed within a month from the date of order as specified in the Supply Order.</td> </tr> <tr> <td>3</td> <td>Rates including duties, taxes, freight and insurance complete quoted shall be final till the validity of the contract i.e. 12 months with a provision of further extension, mutually agrees upon.</td> </tr> <tr> <td>4</td> <td>The tenderer is required to furnish an authenticated copy of latest Sales Tax/VAT/GST/CGST Clearance Certificates. J&amp;K Police shall be at liberty to put to scrutiny, verification etc the said Certificates so furnished by the tenderer.</td> </tr> </table>	1	A copy of this NIT duly signed & stamped on every page by the tenderer, in token of having understood and accepted the specifications, terms & conditions of the NIT.	2	Supply of Cranes will have to be completed within a month from the date of order as specified in the Supply Order.	3	Rates including duties, taxes, freight and insurance complete quoted shall be final till the validity of the contract i.e. 12 months with a provision of further extension, mutually agrees upon.	4	The tenderer is required to furnish an authenticated copy of latest Sales Tax/VAT/GST/CGST Clearance Certificates. J&K Police shall be at liberty to put to scrutiny, verification etc the said Certificates so furnished by the tenderer.
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26.	<b>Evaluation of Financial Bids:</b> The Department shall evaluate the financial bids of eligible bidders (those qualifying technical bids) to finalise the contract.								
27.	No conditional tender will be accepted /entertained. It will be summarily rejected. No other condition other than those mentioned (in the terms set-forth) will be entertained.								
28.	Tender offers alongwith specifications duly accepted by the tenderer shall be received by Police Headquarters J&K up to 30.01.2018 at 1600 hours. The department shall not be liable for any postal delays. No Tender will be accepted after the due date and time.								
29.	The approved supplier shall be deemed to have fully understood the conditions, specifications, size, patterns etc and in case of any doubt may seek clarification during Pre-bid meeting being held at Police Hqrs. J&K Jammu.								
30.	After the rate is approved, if it is found subsequently that tenderer has provided the same to some other unit/office at the rate lower than offered to J&K Police/Traffic Police, the same rates will apply to J&K Police								
31.	Remittance Charges (Bank Commission) on payment made to the firms will be paid by the supplier while executing the agreement.								
32.	As soon as the acceptance of the tender is communicated to the successful tenderer, the contract shall be binding on him. The <b>EMD</b> of the tenderer, who backs out or								

	withdraws his tender or fails to abide by the terms and conditions, after acceptance thereof, shall be forfeited, besides other penal remedies that may be available to the Govt. of J&K, under the law shall also be charged to such defaulter tenderer.
33.	If, after the registration/placement of orders/execution of the agreement and formally depositing the Security money, the tenderer backs out or fails to supply the cranes, the security deposit will be forfeited besides any other penal measures, the department may take, as per norms in vogue.
34.	The formal deed incorporating the terms of the contract will be executed by the successful tenderer immediately after receipt of Supply order. Failure to execute such bond /deed shall not however prevent the contract from being enforced against the tenderer. Any loss sustained by the Govt. as a result of re-tendering the contract, shall be recovered from the defaulter, besides other penal measures as the department may deem proper.
35.	Cranes shall be delivered (as per instructions in Supply order) in the municipal limits of 02 cities of Jammu and Srinagar and the territorial /allotted jurisdictions of other districts, in perfect (preferably new) condition. The supplier if he desires may insure the Cranes against loss or theft, destruction, damages by the natural calamity or loss by exposure to weather or otherwise viz. war/rebellion, riot etc. The insurance charges will be borne by the supplier and the department shall not pay any such charges.
36.	If, the successful tenderer fails to supply the cranes of the prescribed specification or fails to provide the same within the stipulated period as specifically mentioned in the supply order, the department shall be at liberty to arrange Cranes from other possible means, at the risk, cost and consequences. The department may give prior notice to the approved supplier in writing to make supplies good. In case of failure to supply the cranes on specified qualitative and quantitative terms, the department shall be lawfully entitled to forfeit the amount of security money and take all penal action to make good the loss sustained or excess cost incurred by the state in arranging of the supplies besides other remedies that may be available to the department, under the law in force in the state.

**GENERAL CONDITIONS OF CONTRACT**

1.	Before submission of the tender, bidders should satisfy themselves that they meet the qualifying criteria and capability as laid down in the tender documents.
2.	The successful Tenderer shall have to enter into an <b>agreement/deed</b> on prescribed Proforma (immediately after the issue of Supply Order) with the Department for due performance of the contract, which shall be invariably furnished before the vehicles are made available.
3.	The supplier shall not assign, subrogate, sublet or transfer his interest/right under this agreement or any part thereof to any other agency, firm, party.
4.	This Hqrs. reserves absolute rights to increase/decrease the quantity of hired Cranes without any prior notification up to the validity of rate contract of this NIT.
5.	The Department may also terminate the contract, if it determines at any time that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the tender process or the execution of that contract, without the Contractor having taken timely and appropriate action satisfactory to the department to remedy the situation.
6.	The department may also sanction against the contractor, including declaring the contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
7.	<b>Effectiveness of Contract:-</b> This contract shall come into force and effect on the date of the issuance of written letter to the Contractor, specifying the commencement date of the Services.
8.	<b>Termination of Contract for failure to become Effective:-</b> If this Contract could not become effective within such time period as specified in the letter of commencement, for the circumstances beyond the control of the Contract. On such termination, Contractor will not be entitled to any claim whatsoever.
9.	<b>Modification or Variations:-</b> Any Modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. Each Party shall give due consideration to any proposal for modification or variation made by the party.
10.	<b>"Force Majeure"</b> in terms of war, riots, civil disorder, earthquake, fire, explosion, storm, flood is applicable. However, it shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's employees, nor (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of the contract, and avoid or overcome in the carrying out of its obligations.
11.	The approved rate shall remain in force till the validity of the contract, though there may be any change in the applicable laws of India with respect to taxes and duties.
12.	All legal proceedings arising out of any dispute between the parties shall have to settle in the Courts situated in Jammu and Srinagar and not anywhere else.
13.	Bids should be signed by a duly authorised person giving full name of the firm with its current business address.
14.	The sealed tender complete in all respects shall be received by or before the closing date and time for receipt of tenders specified in the NIT, either by registered Post/ Speed Post/ by hand. The Department would not be responsible for any misplacement /loss/late receipt of the tender.
15.	Fax/e-mail offers will be treated as defective, invalid and rejected.
16.	If the notified date of tender opening is declared a holiday, the tender will be opened on

	the next working day, but the time and venue of opening will remain the same.
17.	Financial bids of only such bidders whose technical bids are found to be generally in order and substantially responsive shall be opened at a subsequent date to be intimated in advance, to such eligible bidders.
18.	The bid of any bidder who has not complied with any of the instructions contained herein shall not be considered.
19.	After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
20.	To assist in the examination, evaluation and comparison of bids, the bidders may be individually asked for clarification of their bids.
21.	The department will notify the successful bidder by post or by fax or e-mail that his bid has been accepted. The format of Agreement/Deed required to be signed between the department and the successful bidder will also be sent with the notification.
22.	The authorities reserve absolute discretion to reject or accept any tender or a part thereof without assigning any reason and without any legal obligations. Any clause incorporated in the tender (not confronting to the NIT in any manner) shall make such an offer liable for rejection. Therefore, all the terms and conditions of the Tender Notice including technical specifications shall be carefully studied for the sake of complete and comprehensive tender. Failure to comply with any of the tender conditions or instructions or the offer with insufficient particulars/documents, which is likely to render fair competition of tender as a whole impossible shall lead to rejection even if otherwise, it is competitive offer/tender.
23.	The bids shall remain valid for the period for the minimum period as stipulated in Section-I. The bid validity period should be specifically stated in the bid submission letter. The period of delivery and validity may be extended at absolute discretion of this Hqrs.
24.	Bid Security shall be forfeited if a bidder withdraws/backs out or amends its tender /increases its rates after opening of tender and on refusal to enter into contract after award of contract. Bid security of un-successful bidders will be returned to the respective bidders immediately after award of contract and signing of agreement with successful bidder. No interest is payable on the bid security.
25.	The bids (Technical Bids) shall be opened at Police Headquarters J&K, Jammu at the time and date specified in the NIT, in the presence of bidder's representatives, who may wish to attend. Bidder's representatives will be allowed to attend the tender opening only, if they produce letters of authority from the bidder. In case of unforeseen circumstances the date of opening will be next working day.
26.	The department reserves the right to add or suitably modify the terms and conditions (without prior notification) as per exigencies that may arise for one or the other reason/s.
27.	The department reserves the right to postpone and/or extend the date of receipt/opening of tenders or to withdraw the tender notice without assigning any reason thereof, and in such circumstances the bidders shall not be entitled to any form of compensation.



**PROCEDURE FOR BID SUBMISSION AND EVALUATION**

1.	The tender will follow the three-cover two bid system .The Technical bid and financial bid should be placed in two separate sealed covers , and both are to be placed in an outer cover, which should also be sealed.
2.	The Outer cover should contain:- I. <b>Bid submission letter in the format at Annexure-I</b> II. <b>Sealed Cover containing the Technical bid</b> III. <b>Sealed Cover containing the Financial Bid</b> IV. <b>Bid Security (EMD) of Rs. 200000.00 (Two Lacs)</b> V. <b>Tender fee of Rs. 3000.00 (Three Thousand)</b>
3.	One inner sealed cover should contain the technical bid, which should be as per format at <b>Section-IV</b> . In addition to the technical bid and supporting documents as mentioned in <b>Section-I</b> , a copy of the entire tender document including annexure, duly signed and stamped in original by the bidder on each page, in token of having unconditionally accepted all the terms and conditions stipulated herein , should also be placed in cover. The subject of tender, as given in the first page of this bid document, should be written on top of this cover also, followed by the words " <b>Technical bid</b> ".
4.	The other inner sealed cover should contain the financial bid in the format at Section-V. The subject of the tender, as given in the first page of this bid document, should be written on top of this cover also, followed by the words " <b>Financial Bid</b> ".

**FORMAT FOR SUBMISSION OF TECHNICAL BID**

1.	Name of the Firm	
2.	Address, Telephone ,FAX, e-mail	
3.	Name and Telephone/Mobile number of contact person	
4.	Nature of Business	
5.	<b>Status of Firm:-</b> Sole Proprietorship/ partnership/ Pvt. Limited Co./Ltd Co. etc.	
6.	Year of establishment	

Signature of Bidder & Stamp

Place:-

Date:-

**(Note all the essential documents as prescribed in the bid documents are to be submitted with this Technical bid, and the corresponding entries should be suitable marked above.)**

**FORMAT FOR SUBMISSION OF FINANCIAL BID**

S.No	Description	Type of vehicle	Rates in Rs.	
			In Figures	In Words
1.	Hiring charges per day	207 Type Crane		
2.	Hiring charges per day	407 Type Crane		
3.	Hiring charges per day	Platform (709-Truck Type)		

**Note:- The rates quoted must be inclusive of all taxes/charges.**

**Signature of bidder & Stamp**

**Place:-**

**Date:-**

No:-  
Date:-

The Director General of Police,  
Police Headquarters, J&K,  
Gulshan Ground Gandhi Nagar Jammu.

Subject:- Tender for Hiring of Cranes for Traffic.

Sir,

Having examined the technical and commercial conditions of the tender, I/We offer to provide Cranes in conformity with the conditions of the contract, and in accordance with the Technical and Financial Bids submitted herewith in sealed covers.

If my/our bid is accepted, I/We undertake to commence providing Cranes as per your Notification of Award.

If my/our bid is accepted, I/we will submit EMD/performance security amount/deposit for the due performance of the Contract, within the time stipulated in the tender documents.

I/We agree to abide by the Bid validity period and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

I/we understand that you are not bound to accept the lowest or any bid, you may receive.

I/We hereby certify that the person signing this letter is duly authorised to sign the bid for and on behalf of the bidder.

Signature of Bidder & Stamp.