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TRAFFIC POLICE HEADQUARTERS J&K, JAMMU

GIST OF NIT No.: 02 OF 2015

DATED: 02-01-2015

In view of expiring of NIT no. 02 of 2011, and its further extension upto present date, for and on behalf of the Governor of J&K, afresh tenders affixed with revenue stamp of Rs. 5/- duly sealed with sealing wax and stamp of the tenderer are hereby invited from the interested parties/dealers, for providing the Cranes, on hiring (**Hydraulic Wrecker with under-lift arrangement fitted on 207 and 407 type vehicle**) on hiring (**rates to be quoted per lifted vehicle, with guaranteed minimum lifting required per day**) required for the purpose of lifting of wrongly parked vehicles, towing etc., within the Municipal limits of cities of Jammu, Srinagar and the territorial/allotted jurisdiction of other districts, as specified in the NIT (available at Traffic Police Headquarters J&K at Srinagar at their office at CID Complex (near RRL) Canal Road, Jammu-180001 and DIG Traffic, Range Kashmir, situated at Polo Ground, Srinagar-190001. The tenders shall be addressed to IGP Traffic J&K. The last date for receipt of tenders is **16.01.2015 upto 1600 hours**. Tenders shall be received at the abovementioned address i.e. offices of IGP Traffic J&K, Jammu and DIG Traffic, Range Kashmir on all working days, during office hours.

Tenders shall be opened on **19.01.2015 at 1600 hours** at Traffic Police Headquarters J&K, Jammu in presence of tenderers, if they choose so. In case of unforeseen circumstances, the date of opening will be next working day.

The detailed tender documents with terms and conditions are available on websites viz. www.jkpolice.gov.in and www.jktrafficpolice.nic and can also be obtained, from the abovementioned Traffic offices on any working day, during office hours.

Inspector General of Police
Traffic J&K, Jammu
Dated 02.1.2015.

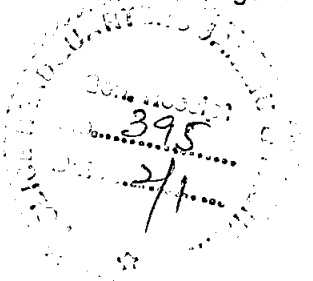
No. THQ/GB/Crane NIT/2015 .

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Copy to the:-

1. Principal Secretary to Govt., Home Department J&K, Jammu for favour of information please;
2. DGP J&K, Jammu for favour of information please.
3. ADGP Armed/Security J&K, Jammu for favour of information
4. All IsGP of J&K Police for favour of information please.
5. Director Information J&K, Jammu alongwith copy of NIT and Gist, with the request to please arrange the publication of Gist of the NIT in 02 National Dailies viz, Hindustan Times, Indian Express and in local Newspapers, two each at Jammu/ Srinagar (viz. Greater Kashmir, Srinagar Times, in Srinagar and The Daily Excelsior and The Kashmir Times, in Jammu) and Tender Journals etc. for wide publicity.
6. Director Door Darshan Jammu/Srinagar and Station Director Radio Kashmir Srinagar/Jammu for putting the tender notice on air for three consecutive days;
7. Director Industries Jammu/ Srinagar, for information and wide publicity please;
8. DIG Traffic , Range Jammu, CID Complex (near RRL) Canal Road, Jammu-180001 alongwith 10 copies of NIT for distribution among the leading firms as well as wide publicity;
9. DIG Traffic , Range Kashmir, Polo View Ground, Srinagar-190001 alongwith 10 copies of NIT for distribution among the leading firms as well as wide publicity;
10. Manager, Government Press Srinagar/Jammu for its publication in Govt. Gazette.
11. SP J&K CID Cell, 11-Harish Chander Mathur Lane, Kasturba Gandhi Marg, New Delhi 110001 alongwith 10 copies of NIT and GIST thereof for distribution among leading firms/dealers;
12. PRO to DGP J&K Jammu alongwith 06 copies of NIT and Gist thereof. He may please liaise with Directorate of Information for early publication of the NIT/Gist immediately.
13. In-charge IT Centre PHQ for posting the NIT/Gist on the website of J&K Police;
14. In-charge IT Centre THQ for posting the NIT/Gist on the website of Traffic Hqrs. J&K.

Inspector General of Police
Traffic J&K, Jammu



**TRAFFIC POLICE HEADQUARTERS J&K, JAMMU**

NIT No.: 02 OF 2015

DATED : 02-01-2015

Tender document is available on J&K Police website: www.jkpolice.gov.in as well as J&K**Traffic Police Headquarters' website: www.jktrafficpolice.nic**

1. In view of expiring of NIT No.2 of 2011 dated 21/10/2011 and its further extension up to present date, for and on behalf of the Governor of J&K, afresh tenders are invited from interested firms, parties, dealers etc.,(after terminating existing affixing revenue stamp worth Rs 5/-, duly sealed with sealing wax and stamp of the tenderer, for providing of cranes **(Hydraulic Wrecker with under-lift arrangement fitted on 207 and 407 type vehicle) on hiring (rates to be quoted per lifted vehicle, with guaranteed minimum lifting required per day)** required for the purpose of lifting of wrongly parked vehicles etc., especially in Urban areas and territorial jurisdictions of other Districts of the State. The general terms and conditions of the hiring are contemplated, as below-
- i) The tentative requirement of such cranes is pegged at 11 no.'s (09= 207 type and 02=407 type) and is likely to go up;
 - ii) The rates shall be quoted inclusive of all applicable taxes, surcharges etc. and no charge, other than the minimum approved rate (as will be finalized after the completion of tender process) per vehicle shall be payable;
 - iii) Receipt books (on our proforma, in triplicate), shall be provided by owner/firm/party at his cost, to Traffic Police, for issuance of receipts to violators, duly sealed and stamped by enforcing authority;
 - iv) The payment to the owner shall be released on a monthly basis;
 - v) The driver, fuel and other maintenance of the crane etc. shall be borne by the owner/firm/party. No charges, whatsoever, other than the minimum approved rate (as will be finalized after completion of tender process) per vehicle would be payable;
 - vi) 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;
 - vii) Applicable taxes, registration, insurance etc. shall be borne by the (approved supplier/firm/party) owner;
 - viii) One or two officials from Traffic Police, for enforcing the laws, shall always accompany the crane;
 - ix) The crane and driver shall remain at the disposal of Traffic Police, round the clock;
 - x) Income Tax, Service Taxes etc., as applicable shall be deductible from the payment to the owner/firm/party;
 - xi) The contract with approved supplier shall be signed for 11 months and shall be further renewable with mutual consent. However, detailed agreement shall be made when the cranes are procured, registered (properly by the owner) and produced by the (approved supplier) owner;
 - xii) Such cranes shall generally operate in Municipal limits of Cities of Jammu and Srinagar and the territorial/allotted jurisdiction of other districts;
 - xiii) The intending bidders can submit quotations for Jammu, Srinagar, and other Urban/Rural areas;

2. **Only one rate** will be accepted for the tendered item. No multiple rates will be accepted.

3. The tenders shall be properly sealed and addressed to **IGP Traffic J&K, CID Complex, Canal Road Jammu-180001**. The tender envelopes shall be super scribed **"Tender for Supply of Crane "NIT No. 02 of 2015 dated 21 January, 2015"**

4. The tender fee has been fixed at Rs. 3000/- which shall accompany the tender offer, in the shape of a **crossed demand draft** favoring IGP Traffic J&K, payable at Srinagar/Jammu. The tender fee is non-refundable and the same will be deposited into Govt. Treasury under Head 0055-Police for the year 2014-15. **Tenders without tender fee shall be rejected.**

5. **TWO BID SYSTEM:**
All bidders are required to submit their offers in two covers as under:-
(A) FIRST COVER (Technical Bid) should contain the following:-

i)	Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES QUOTED;
ii)	Earnest Money;
iii)	Tender fee;
iv)	Technical specifications of the item quoted alongwith original catalogues;
v)	Delivery terms, delivery period quoted;
vi)	List of the similar orders received and executed, if any during last two years giving reference of the order; value of order, name of the agency/department alongwith performance certificate;
vii)	A copy of this NIT duly signed & stamped on every page by the tenderer, in token of having understood and accepted the specification, terms & conditions of the NIT.

B) Second Cover (commercial /Price Bid) Should contain the following:-

i)	Details of rates duties, taxes. These details should be submitted on their letter pad/head;
ii)	Rates must be clearly written in figures as well as in words, free from any over writings, cuttings and alterations.
iii)	Tenders shall be filled in clearly and with one ink. No cuttings/alterations/over-writings shall be made in the tender. Correction, if any, be done clearly and properly initialed;
iv)	Rates quoted shall be final till the validity of the contract i.e. upto 11 months with a provision of further extension by mutual consent;

Both the above mentioned covers should be sealed separately, and super scribed with the Tender No., name of item and date of tender opening. This cover should thereafter, be kept in a third cover and again sealed. This cover should also be super scribed with the tender No., item and date of opening.

6. **Earnest Money Deposit (EMD)**
The intending tenderer/s will have to deposit the Earnest Money in shape of CDR/FDR only from any Nationalized bank, equivalent to 2% of the value of contract pledged to IGP Traffic J&K, with

the tender offer, which shall be valid for one year. The **EMD** in the case of unsuccessful tenderer shall be released after finalization 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.**

7. **Security Deposit.** The approved tenderer will have to supply the Cranes as per approved rates, specification till the validity of the contract. They will have to furnish **security deposit of Rs. 01 lac, per crane** in the shape of CDR/FDR from a Nationalized Bank, at the time of signing of the **Deed of Agreement** to ensure satisfactory performance of the cranes supplied from the date of acceptance. The 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.

8. **Dispatch Instructions;** The Cranes, are required to be delivered at Consignee's location (Srinagar, Jammu, NHW and the territorial/allotted jurisdiction of other districts only), at freight, risk and cost of the supplier.

9. **Tender offers shall be liable for rejection in absence of following documents;-**

i.	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;
ii.	Supply of Cranes will have to be completed within fifteen days from the date of order as specified in the supply order
iii.	Rates including duties, taxes, freight and insurance complete quoted shall be final till the validity of the contract i.e. 11 months with a provision of further extension, mutually agreed upon.

10. 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;

11. Tender offers alongwith specifications duly accepted by tenderer shall be received by Traffic Police Headquarters J&K, Srinagar/Jammu as well as at Range Traffic Police Headquarters, Srinagar at their Srinagar office (Polo Ground, Srinagar-190001) **upto 16.01.2015 upto 1600 hours.** The department shall not be liable for any postal delays. No Tender will be accepted after the due date and time.

12. Tenders shall be opened on **19.01.2015 at 1600 hours at Traffic Police Hqrs. J&K, Jammu.** Only authorized representative will be allowed to attend the meeting for opening tenderers. He/She should also bring authority letter, duly signed and stamped on company/firm's letter head that any decision/negotiation taken by him/her would be accepted by company/firm/interested parties. In case of unforeseen circumstances the date of opening will be next working day.

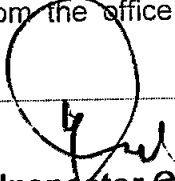


13. The approved supplier shall be deemed to have fully understood the conditions, specifications, size, patterns, etc. of the article/s etc. to be supplied and in case of any doubt may seek clarification, either personally or on **Tel no. : 0191-2566608.**

14. The successful tenderer shall have to execute an agreement/deed 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 cranes are made available.

15.	The period of delivery and validity may be extended, at absolute discretion of this Hqrs.;
16.	After the rate is approved, if it is found subsequently that tenderer has provided the same to some other unit/office at the rates lower than offered to THQ, the same rates will apply to J&K Police.
17.	The tenderer is required to furnish an authenticated copy of latest Sales Tax/ VAT/ clearance certificates, PAN and VAT registration (alongwith the tender document at the time of payments) certificate. The THQ shall be at liberty to put to scrutiny, verification etc. of the Sales tax clearance so furnished by the successful tenderer.
18.	Remittance charges (Bank Commission) on payment made to the firms will be borne by the supplier. The charges of stamp/duty etc. as applicable shall be paid by the supplier while executing the agreement.
19.	As soon as the acceptance of the tender is communicated to the successful tenderer, the contract shall be binding on him. The EMD 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 defaulting tenderer.
	(a) 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;
	b) 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;
	c) Cranes shall be delivered (as per instructions in supply order) in the municipal limits of two cities of Jammu, Srinagar and the territorial/allotted jurisdiction of other districts, in perfect (preferably new) condition. The supplier if he so desires may insure the Cranes against loss or theft, destruction, damages by the natural calamity or loss by exposure to weather or other wise viz. war/rebellion, riot etc. The insurance charges will have to be borne by the supplier and the department shall not pay any such charges;
	d) 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 his 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 & quantitative terms, the department shall be lawfully entitled to forfeit the amount of the security money and take 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 for the time being in force in the state.
20.	The supplier shall not sublet the contract or any part thereof to any other agency, firm, party etc.
21.	The decision of the accepting authority shall be final as to the quality of cranes and shall be binding on the supplier. In case the cranes supplied are not according to the approved specifications, they shall not be accepted. The replacement of the rejected cranes shall be at the sole discretion of the department. The loss caused due to rejection shall be entirely borne by the

	supplier. The rejected cranes shall be lifted by the supplier within one week from the date of rejection. The department shall in no case be responsible for any loss or damage that may occur to the rejected items while those are in the premises of the consignee.
22.	The quantities indicated in the Tender Notification are tentative and this Headquarters reserves absolute rights to change the same without any prior notification up-to the validity of rate contract of this NIT.
23.	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 conforming 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 comparison of tender as a whole impossible shall lead to rejection even if otherwise, it is a competitive offer/tender.
24.	Traffic Police Hqrs. 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.
25.	All legal proceedings arising out of any dispute between the parties shall have to be settled in the Courts situated in Jammu and Srinagar and not anywhere else.
26.	Copies of tender can be had on any working day (during office hours) from THQ J&K Jammu (at the abovementioned address) or from the office of DIG Traffic, Range Jammu situated at CID Complex (near RRL) Canal Road, Jammu-180001, or from the office of DIG Traffic, Range Kashmir, situated at Polo Ground, Srinagar-190001.


Inspector General of Police
Traffic J&K, Jammu-180001

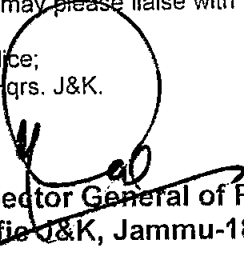
Dated: 02.01.2015

No. THQ/GB/Crane-02 /2015/

53-67

Copy to the:-

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Inspector General of Police
Traffic J&K, Jammu-180001