

POLICE

HEADQUARTERS

J&K

JAMMU.

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NIT No :- 06 of 2014

Dated:- 08.03.2014.

Subject:- Hiring of Light Motor Vehicles.

Sealed Tenders on behalf of the Governor J&K State are invited under Two Bid System, i.e, Technical Bid and Financial Bid, for hiring of Multi Utility Commercial Light Motor vehicles ( i.e, TATA Sumo, Taveera , Mahindra Bolero, Gypsy, etc) for use by different units particularly by Security Central Pool Kashmir and Security Central Pool 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.

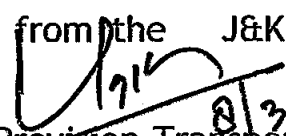
Last/Closing date & Time for receipt of Tender 01.04.2014 (Tuesday) at 1600 hours.

Tender Opening Date & Time: 03.04. 2014 (Thursday) at 1500 hours

2. 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.

3. Bid documents can be obtained on any working day (during office hours) from AIG (Provision-Transport) Police Headquarters J&K, Gulshan Ground Jammu, DIG of Police Central Kashmir Range, Srinagar, or SSP J&K CID New Delhi Cell, 11-Harish Chander Mathur Lane, K.G. Marg, New Delhi-110001.

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

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

Dated:-08.03.2014.

No. MT/veh-07/2012/1489

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

**1. Scope of Work:-**

J&K Police requires Multi Utility Commercial light Motor vehicles to be operated in Non-AC mode only for Security deployment tentatively for a period of Twelve (12) months on hiring, on the basis of monthly/daily rates. However the contract shall be extendable/renewable with mutual consent.

**2. QUALIFYING CRITERIA:-**

1.	Bidder should have annual turnover of a minimum of Rs. 30 lakhs from operation with suitable and adequate documentary proof.
2.	Bidder should own or operate under valid lease/rent at least 30 (Thirty) vehicles of the required specification. Details of vehicles operated by bidder including the vehicles proposed to be hired by J&K Police must be furnished with the technical bid along with the details of registration, insurance and other related documents.
3.	Bidder must supply all the vehicles of 2009 model and above only, dependable and fully insured.
4.	Bidder should have valid Service Tax registration and Permanent Account Number.
5.	The party/firm black listed by any department/ Government/quasi-government organisation shall not qualify for submission of tenders.

**SPECIAL CONDITIONS OF CONTRACT:-**

1.	The contract will be initially for a period of three (03) months extendable up to Twelve (12) months, with the provision for extension on the same terms & conditions, subject to satisfactory performance of the contract. However the contract may be renewed beyond Twelve (12) months also for a mutually agreed period.
2.	The approved supplier/contractor shall provide self-owned vehicles or vehicles operated by the contractor under valid rent/lease, for the performance of the contract. Details of the vehicles proposed to be provided on hire are to be indicated in the technical bid. In case of non-availability for any reasons of assigned vehicle for short durations, the contractor shall provide alternate vehicle equivalent to the regularly assigned vehicle or a better vehicle, but payments will be released with reference to the approved tender rates for the assigned types of vehicle, subject to the satisfaction of the Department that the alternate vehicle was equivalent to, or a better vehicle than, the assigned vehicle. If the approved supplier/contractor fails to provide alternate vehicle as above, the department is free to hire vehicles from any other source(s) at the risk and cost of the contractor.
3.	The payment to the Supplier/Contractor shall be released on monthly basis after proper authentication/verification.
4.	The approved supplier/contractor should keep at least 10% vehicles of approved quantity (as per supply order) reserve to meet any eventuality or to meet the additional requirement of the department, if any.

5.	The vehicle and driver should not be involved in any criminal case.
6.	All vehicles 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.
7.	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 have experience of driving a commercial vehicle for last 03 years (with effect from 01.02.2011). 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. The list of drivers with full particulars of parentage and residential with contact numbers has to be submitted with the technical bid.
8.	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. All vehicles should conform to all Govt. Rules and Regulations being in force from time to time. The contractor shall ensure proper cleaning and upkeep of interiors and seat covers of the vehicle. No payment shall be made in respect of vehicles rejected by the department due to non-compliance of the above conditions.
9.	The drivers will ensure that daily usage slips are signed by the user to whom the vehicle reports initially in the morning and also by the official when the vehicle is finally released after performing duty. The daily usage slips are to be deposited with the officer in-charge at the end of each month along with the monthly bills. Log books (prescribed by the J&K Police) shall be properly maintained, duly signed by the user & Officer In-Charge of the unit.
10.	The rates quoted and accepted shall be valid for Twelve (12) months contract period in the first instance.
11.	Income tax and any other taxes as may be applicable from time to time during the currency of the contract shall be deducted at source from the bills.
12.	No advance payment shall be made under any circumstances.
13.	J&K Police department reserves the right to get the meter of any vehicle calibrated or checked at any time at its sole discretion, and in the event of any error/fault in the meter being noticed, the bill for the journeys undertaken during the month would be based on calibration, besides any other penal action as decided by the department, including termination of Contract.
14.	The 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.
15.	The contractor shall be fully responsible for any loss or damage to the vehicle.
16.	The vehicle shall remain parked in a place to be specified by the J&K Police, so that it remains available for deployment on duty at all times.
17.	<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.)

	<p>PHQ J&amp;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.</p>
18.	<p><b><u>Bid Validity Period:</u></b> The bid should be valid for a minimum of 360 days from the date set for opening of bids.</p>
19.	<p><b><u>Performance Security Amount:-</u></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) equal in amount to 05% of the contract value in the shape of CDR/FDR from a Nationalised Bank, at the time of signing of <b><u>Agreement/Deed</u></b> 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.</p>
20.	<p><b><u>Evaluation of Financial Bids:</u></b> The Department shall evaluate the financial bids of eligible bidders (those qualifying technical bids) to finalise the contract.</p>
21.	<p>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.</p>

**GENERAL CONDITIONS OF CONTRACT**

1.	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
2.	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.
3.	This Hqrs. reserves absolute rights to increase/decrease the quantity of hired vehicles without any prior notification up to the validity of rate contract of this NIT.
4.	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.
5.	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.
6.	<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.
7.	<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.
8.	<b>Entire Agreement:-</b> This Contract contains all covenants , stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any other statement, representation, promise agreement not set forth herein.
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 <ul style="list-style-type: none"> <li>(i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s employees, nor</li> <li>(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.</li> </ul>

11.	<p><b><u>Suspension:-</u></b> The Department may by written notice of suspension to the Contractor, suspend all payments to the contractor , if the Contractor fails to perform any of its obligations under this contract, including the carrying out of the services, provided that such notice of suspension:-</p> <ul style="list-style-type: none"> <li>(i) shall specify the nature of the failure and</li> <li>(ii) shall allow the contractor to remedy such failure, if capable of being remedied, within a period not exceeding (30) days after receipt by the Contractor of such notice of suspension.</li> </ul>
12.	<p><b><u>Termination:-</u></b> The Department may terminate this contract in case:-</p> <ul style="list-style-type: none"> <li>(i) The Contractor fails to remedy a failure in the performance of its obligations, as specified in a notice of suspension, within thirty (30) days of receipt of such notice.</li> <li>(ii) If the contractor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</li> <li>(iii) If the contractor fails to comply with any final decision reached as a result of arbitration proceedings, if dispute is referred for Arbitration under the Arbitration and Conciliation Act, 1996.</li> <li>(iv) If the contractor has engaged in corrupt or fraudulent practices in completing for or in executing this Contract.</li> <li>(v) If the Contractor submits to the department a false statement which has a material effect on the rights, obligations or interests of the Department.</li> <li>(vi) If the contractor fails to provide the quality services as envisaged under this Contract.</li> <li>(vii) If the department, in its sole discretion and for any reason whatsoever, decided to terminate this contract.</li> </ul>
13.	<p>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.</p>
14.	<p><b><u>Arbitration:-</u></b> In the case of dispute arising upon or in relation to or in connection with the contract between the department and the Contractor , which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996. Arbitration Proceedings shall be held at J&amp;K and expenses of arbitrators shall be borne by the contractor.</p>
15.	<p>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.</p>

## 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. Bid submission letter in the format at Annexure-I II. Sealed Cover containing the Technical bid III. Sealed Cover containing the Financial Bid IV. Bid Security (EMD) of Rs. 200000.00 (Two Lacs) V. Tender fee of Rs. 2000.00 (Two Thousand)
3.	One inner sealed cover should contain the technical bid, which should be as per format at <u>Section-IV</u> . In addition to the technical bid and supporting documents as mentioned in <u>Section-I</u> , 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 " <u>Technical bid</u> ".
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 " <u>Financial Bid</u> ".
5.	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.
6.	<b>Bid Security Amount:</b> The refundable Bid Security (EMD) of <u>Rs. 02.00 lacs</u> in the form of Crossed Demand Draft/Pay order drawn on any scheduled commercial bank in favour of IGP (Hqrs.) PHQ J&K, is to be submitted along with tender.
7.	A <u>non-refundable tender fee</u> has been fixed at <u>Rs. 2000.00</u> , which shall accompany the offer, in the shape of <u>crossed demand draft</u> favouring Chief Accounts Officer , Police Headquarters J&K, Jammu.
8.	Before submission of the tender, bidders should satisfy themselves that they meet the qualifying criteria and capability as laid down in the tender documents.
9.	Bids should be signed by a duly authorised person giving full name of the firm with its current business address.
10.	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.
11.	The Department would not be responsible for any misplacement /loss/late receipt of the tender.
12.	The department reserves the right to reject any or all tenders without

	assigning any reasons whatsoever thereof.
13.	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.
14.	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.
15.	The 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. Only summary of prices quoted in the financial bids will be read out.
16.	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.
17.	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.
18.	Fax/e-mail offers will be treated as defective, invalid and rejected.
19.	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.
20.	The bid of any bidder who has not complied with any of the instructions contained herein shall not be considered.
21.	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.
22.	To assist in the examination, evaluation and comparison of bids, the bidders may be individually asked for clarification of their bids.
23.	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.
24.	Within 07 days of receipt of notification of award, the successful bidder shall furnish Letter of Acceptance to the department conveying willingness to accept the work/supply order in accordance with the provisions of this tender and Notification of Award. In case of non-compliance, the department at its sole discretion may cancel the work order, and forfeit the bid security without any reference to the contractor.
25.	Within two weeks of receipt of notification of award, the successful bidder shall prepare the Agreement on the basis of the format provided, and submit the same to the department. After receipt of performance security, the department shall return the agreement after scrutiny, and the successful bidder shall get the same engrossed, having the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost, within 02 weeks from the receipt of the approved Agreement.
26.	The Successful bidder has to furnish performance security for the amount specified in Section-I, in the form of Demand Draft in favour of



<p>IGP (Hqrs.) PHQ J&amp;K Jammu, or Bank Guarantee, within two weeks of receipt of Notification of Award. The performance security shall be released at the time of expiry/non-renewal/termination of the contract. In case bank Guarantee is furnished as performance security, the same should be valid for more than ninety days (90 days) after the expiry of contract. The security amount is interest free and the department will also have the right to deduct any amount due from the contractor at the time of the termination of the contract. The bid security/EMD submitted along with the bid can be converted into performance security by the successful bidder after paying the balance amount.</p>
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**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	

**Qualifying Criteria**

S.No.	Description	Remarks
1.	Valid Sales Tax/VAT Registration Certificate submitted?	Yes/No
2.	PAN NO. (enclose Copy of Pan Card)	
3.	TIN/Service Tax No.	
4.	TIN/Service Tax Regn. Submitted?	Yes/No
5.	Bidder has Minimum Rs. 30 Lakhs annual Turnover in each of the last 03 financial years (year 2010-11, 2011-12, 2012-13)	Yes/No
6.	Copies of Balance sheets and P&L Accounts of the three years submitted?	Yes/No
7.	Bid Security of Rs. 02.00 lacs submitted?	Yes/No
8.	Tender Fee of Rs. 2000.00 submitted?	Yes/No
9.	Bidder has at least 30 vehicles of the required specification of the Contract?	Yes/No
10.	Details of vehicles submitted?	Yes/No
11.	Details of drivers (Phone Nos./Other particulars) submitted?	Yes/No

**Details of Vehicles owned/operated by the bidder**  
**(Vehicles not older than 2009 model and in good condition)**

1.	Type of vehicle (Multi Utility Vehicle)	
2.	Body Type (All Metal, Four/Five Doors)	
3.	Fuel Type (Diesel )	
4.	Engine capacity (02 Lts above)	
5.	Fuel Tank Capacity (50 Lts Minimum)	
6.	Seating capacity (07 seated minimum)	
7.	Ground clearance(180 mm minimum)	
8.	Steering (Power Steering)	
9.	Emission (BS-IV)	
10.	Year of manufacture of vehicle	
11.	Whether vehicle is registered and insured?	

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			
2.	Hiring charges per month			

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

**Signature of bidder & Stamp**

**Place:-**

**Date:-**

No:-  
Date:-

The Director General of Police,  
Police Headquarters, J&K, Srinagar.

Subject:- Tender for Hiring of Vehicles.

Sir,

Having examined the technical and commercial conditions of the tender, I/We offer to provide Commercial Light Motor Vehicles 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 vehicles as per your Notification of Award.

If my/our bid is accepted, I/we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contracted sum or Rs. 50,000.00 per vehicle in the shape of CDR/FDR from a Nationalised Bank for the due performance of the Contract, within the time stipulated in the tender documents.

I/We agree to abide by the Bid for a period to 360 days from the date fixed for Bid opening 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.