



## **Terms and conditions**

### **Governing bid for operating police cranes**

### **For towing on roads in Mumbai**

- 1 The operator shall carry out towing operations **as per the instructions of the traffic-cop deployed on the crane** and shall tow only such vehicles for which the traffic policeman has issued a slip authorizing towing thereof.
- 2 The contractor **shall provide one/two drivers & two/four helpers** for each crane (in two shifts) and shall keep the crane operational between 0700 to 2200 hours every day. **One of the towing crew members shall take snapshots/photographs of the vehicles towed by the crew and submit such photographs to the Traffic Chowki concerned. The operator shall provide a digital camera to its crew for this purpose**
- 3 The contractor shall provide **blue dangries (uniform)** with the names of the workman embroidered thereupon. The name of the towing agency shall be inscribed below the workman's name. The words "**TOWING CREW**" shall be embroidered on the back of the uniform. The uniform shall be as per the sample kept at TCB headquarter, Worli.
- 4 The **driver and helpers shall be on the pay roll/employment of the contractor**, (either as daily wagers or as regular workmen ) and the contractor shall be responsible to comply with the relevant legal provisions related to such workmen. TCB, Mumbai Police or Government of Maharashtra shall have no liability whatsoever towards such persons working on cranes for the operator.
- 5 The operator **shall bear the expenses for P O L**. The contractor/operator shall also take out a **comprehensive insurance** of the vehicle/crane in the name of Commissioner of Police and shall renew it form time to time. **The operator will also fit a GPS-location-system on the crane for its tracking and proper usage.** The operator **shall carry out regular maintenance** of the cranes at MT section, Nagpada and defray the charges for such maintenance/repairs.

- 6           The **operator** shall recover such towing charges (presently Rs.200/-per car and Rs 100/- per two wheeler) as are fixed from time to time by TCB and shall submit a daily-statement (on email) to DCP (HQ), Traffic with regard to daily towing operations in the format prescribed by TCB & shall remit the dues payable to TCB by a crossed cheque on weekly basis.
- 7           TCB shall provide the cranes in good working condition to the operator along with the inventory of items/tolls thereupon.
- 8           The ownership of the cranes will always remain with TCB of Mumbai Police and that the operator shall deposit the vehicle, when-ever so demanded by TCB without demur or excuses.
- 9           The workmen of the operator shall assist traffic police in particular and Mumbai Police in general whenever so demanded by either of them, especially during bandobusts, VIP movements, nakabandis & removal of uprooted trees from roads.
- 10          The operator shall be allotted an area/stretch of road for towing operations by Traffic Police Headquarters. Such areas/stretches shall be changed from time to time as per the roaster/rotation policy with a view to acquaint all operators to all areas/stretch of roads. The **operator** shall be responsible for claims / damages, if any, by the car owners.
- 11          Every operator shall keep a refundable deposit of Rs 25,000 per crane with TCB. TCB shall have the right to terminate the arrangement with any operator without assigning any reason and the contractor/operator has expressly agreed to this condition. The operator, on the other hand may seek termination of this agreement by giving an advance notice of one month (30 calendar days). In either eventuality, deposit ( less recoveries + maintenance charges) will be refunded to the operator.
- 12          TCB shall provide a two day orientation training to the crew of the operator in towing operations in proper behavior with the citizens. Complaints from citizens/traffic officers pertaining to misbehavior by the crew would be considered as a disqualification attracting summary termination of the agreement by TCB as per clause (11) above.