

No.D-26013/1/2016-LC
Government of India
Department of Legal Affairs
Ministry of Law & Justice
Law Commission of India

Hindustan Times House,
14 Floor KG Marg, New Delhi
Dated the 18.01.2016

TENDER NOTICE

Sub:- Hiring of DLY Taxis for the official use on rate contract basis.

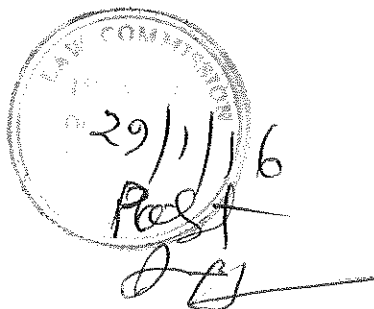
SELAED TENDERS in two bid systems are invited from reputed tours and travel agencies/ companies located in New Delhi/Delhi having an annual turnover of Rs. 10 Lakhs or more in the business of tours and travel /taxi operation for empanelment of firms for hiring of DLY cars for official use initially for a period of one year. The contract can be extended further for a period of one year subject to satisfactory services & mutual consent on the same rates & terms and conditions. The Technical /Financial bid should be in two separate sealed covers superscribed as 'TECHNICAL BID' and " FINANCIAL BID"

(a) The Technical Bid should be offered duly signed by the bidder in Annexure-I containing the following details:-

- (i) Name of the Firm
- (ii) Business address of the firm
- (iii) Telephone No. & Mobile No.
- (iv) Copies of Registration Certificates of 05 DLY Taxis owned by the firm
- (v) Annual turnover of the firm (proof of the same must be attached in the form of chartered Accountant's certificate/last 2 years balance sheet /profit and loss account)
- (vi) Copy of the details of the past experience (last 3 years) of providing services in the same field alongwith present clientage & size of business.
- (vii) Copy of the latest Income Tax return filed and PAN No. (with proof)
- (viii) The Earnest Money of Rs. 10,000/- (Rs. Ten Thousand Only) through a Demand Draft/Pay Order (No.) Date drawn on (Bank Name) drawn in favour of DDO, Law Commission of India.
- (ix) 15 digits Service Tax code number / VAT No.

(b) The FINANCIAL BID should include: The rate against each item separately, as per items indicated in Annexure II.

(c) Financial bids of only those tenderers will be opened who qualify/fulfill the technical bids.


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Terms and Conditions:

- i) There will be no dead mileage. The kilometerage/mileage for the purpose of “**vehicle run**” and “**hours of duty**” shall be reckoned from Law Commission to Law Commission. No mileage will be allowed to drivers for lunch /breakfast or for drawal of petrol /diesel /CNG etc.
- ii) The vehicles should be in very good and perfect working condition and are well maintained during the contract period.
- iii) The firms should have at least **3 years** of experience in the tour and travel business in providing vehicle /taxi in the Government Sector /PSU’s /Private Sector / Corporate sector and should have an annual turnover of **Rs. 10 Lakhs** or more for the last three years.
- iv) The firm should have at least **5 DLY registered vehicles** in the name of the agency. **(Please attach attested copies of Registration Certificate of the vehicles).**
- v) The DLY taxi to be supplied should be in excellent conditions mechanically as well as getup wise i.e. outer border / upholstery etc. should be decent looking and should have permit to go to NCR region. The vehicle should not be older than 5 years.
- vi) The owner/ firm should be in a position to supply DLY taxies on short notice as and when required.
- vii) The driver of the taxi should be fully conversant with the routes of Delhi/NCR region and should possess valid driving licence in his name.
- viii) The owner /firm should be in a position to provide standby taxi in case of any breakdown.
- ix) All expenses will have to be borne by the firm in case of breakdown of the vehicle supplied. Immediate replacement of the breakdown vehicle will have to be provided.
- x) In case a vehicles is requisitioned and the same does not reach at the appointed time and place, Law Commission will be free to call another vehicle from the open market and additional amount paid, as compared to approved rate of the firm, will be deducted from the pending bills/security etc.
- xi) The owner /firm should be available round the clock on his own direct telephone (offices well as residence) so as to respond to the call for taxies in emergent cases. The Mobile Number may also be given. The firm should be able to provide taxies on holidays / Sunday also.
- xii) All the charges towards repair / servicing, salary of the driver, petrol expenses, any other incidental expenses on operations & maintenance of the hired car would be borne by the firm.

xiii) The taxis should be insured in all respects by the firm. In case of any accident or theft etc. all the claims arising out of it will be met by the agency and Law Commission shall not be liable in any matter whatsoever.

xiv) The car with the driver would be placed at the disposal of Law Commission as and when required. Law Commission would be free to use the hired car in any manner for carrying officials, material etc. as per its requirements and the firm will not have any objection to it.

xv) The car would be used by Law Commission for a minimum of 4/8 hrs. on each day, when the car is hired. The hired car could be used on any day beyond 4/ hrs., if required.

xvi) The firm will keep the cars in neat and perfect running conditions.

xvii) Jurisdiction for legal dispute, if any, arising during the period of the contract, will be settled in Delhi courts only.

xviii) Tenderers may please quote their unconditional rates strictly in the attached proforma. Cutting / overwriting, if any should be countersigned.

xix) No advance payment, in any case, would be made to the firm.

xx) **The firm will obtain the duty slips every day duly signed by the officer and will maintain the log book also on daily basis.**

xxi) The bills for hiring of cars would be submitted after the completion of calendar month. Bills for supply of DLY cars for any month along with signed duty slips and log sheets by the users shall be preferred in the first week of the following month to Under Secretary, Law Commission, Hindustan Times House, K.G. Marg, New Delhi.

xxii) The customer's list of Ministries /Department /PSU's etc. who have contacted your firm for hiring of cars may be enclosed while submitting quotations.

xxiii) The drivers must be decently dressed, proficient in speaking local languages, well mannered, courteous with proven integrity, healthy personal habits and should always carry a mobile phone with him. In the event of misbehavior on the part of drivers, Law Commission may impose penalty as deemed fit on the firm.

xxiv) Law Commission will not be responsible for any challan, loss, damage or accident to the vehicle or to any other vehicle or injury.

xxv) The tender has to be accompanied with an **Earnest Money Deposit of Rs. 10,000/-** (Rs.Ten thousand Only) in the form of a **Demand Draft/ Pay Order** drawn in favour of "**DDO, Law Commission of India**" and payable at New Delhi. The agencies selected for award of work will

have to deposit security deposit of Rs. 25,000/- (Rs. Twenty-five thousand Only) in the form of Demand Draft/Pay Order in favour of "DDO, Law Commission of India" for the due fulfillment of contractual obligations which is refundable without any interest on termination of the contract after deducting any penalty / liability of any kind imposed by the Law Commission on account of unsatisfactory services.

xxvi) The EMD will stand forfeited if the successful bidder withdraws or on notifying the rates, refuses to accept the tender or violate any other terms and conditions of the tender. EMD of unsuccessful bidders will be returned after completion of tender process and EMD to successful bidder will be returned on receipt of Security Deposit.

xxvii) In case of delay in reporting, a penalty of Rs. 50/- per 15 minutes delay shall be imposed.

xxviii) The daily record (indicating time and mileage) for each vehicle separately shall be maintained in the Log Book for each vehicle.

xxix) A penalty of Rs. 500/- per day per vehicle may be levied if any vehicle fails to meet the above mentioned terms and conditions on any day. Vehicles supplied by the firm will be regularly inspected by nominated officers for the purpose and in case of non-compliance of any of the conditions, if brought to the notice of the Inspection Officers by the users, a penalty of Rs. 500/- on each fault will be imposed.

xxx) Law Commission reserves the right to cancel the contract at any time without assigning any reasons whatsoever.

2. The sealed envelopes (separately for Technical and Financial bids) containing quotations superscribed as "QUOTATIONS FOR HIRING OF DLY TAXIS" should be submitted in room No. 4(B), Law Commission, Hindustan Times House, New Delhi, on or before 5.00 P.M. on 25.02.2016. The tenders received without the earnest money deposit after due date and time of submission will not be entertained and rejected summarily.

3. Law Commission reserves the right to reject any or all the quotations without assigning any reasons thereof. Quotation shall not be considered in case the EMD is not submitted along with technical bid.



(Kuldeep Kumar)
Under Secretary
Ph.23355739

Copy to:-

1. NIC for upholding on the website of the Law Commission of India i.e. 'lawcommissionofindia.nic.in'.
2. As per list enclosed.

Sl. No	CATEGORY	A		B		C		D	
		AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC
	Type of Duty	Indigo/D'zire Swift OR equivalent*		Indica/Eeco equivalent*		Innova/Tavera Xylo or Equivalent*		Tempo Traveler 12 Seater (Full day)	
1.	Half Day duty -45 kms./4 hrs.								
2.	Extra Mileage upto 50 km. beyond 45 kms/per km. rate								
3.	Extra hours beyond 4hrs. per hr. rate upto 5 hrs.								
4.	Full Day duty- 80 kms/08 hrs.								
5.	Extra per km rate after 80 kms.								
6.	Extra per hour rate after 8 hrs..								
7.	Out station duty per km. (minimum 200 km. per day)								
8.	Night Charges (between 11.00 pm to 5.00 am) Local								

Other Taxes, if any

Signature of bidder

Date :-

Stamp :-

*Phased out Taxis in Delhi & NCR will not be allowed