

# **National University of Study and Research in Law, Ranchi**

**Ref: NUSRL/RNC/2023/112043**

**DATE:30.11.23**

## **Annual Rate Contract for Taxi Services**

National University of Study and Research in Law, Ranchi (NUSRL) calls for Annual Rate Contract, invited from car rental agencies on Daily/ monthly / rental basis for Swift Dezire cars (AC, Sedan) or equivalent and Innova Crysta (AC, Premium Sedan) or equivalent. Interested parties may submit their offer in a sealed cover in the office of Registrar on the following terms and conditions latest by 4.00 p.m. on or before 10 December 2023 along with Tender Fee of Rs.1000/- and Earnest Money of Rs.5000/- (refundable) by DD/Pay order in favour of NUSRL, Ranchi, payable at Ranchi.

### **Term & Conditions**

- (i) For further information contact the office of the Registrar on week days between 11 am to 5 pm.
- (ii) Offers may be submitted in two separate sealed envelopes – one containing Profile of the firm (Technical bid) and other with price bids – marked clearly on the top of the envelope.
- (iii) The Tender will be opened at 4:00 PM onwards on 11 December, 2023 in the office of the Registrar. The Tenderers or his representative are allowed to be present at that time.

The undersigned reserves the right to accept/ reject any of the tender papers.

### **Eligibility Criteria:**

1. The Registered Office of the Agency/ Any local Office should be located in Ranchi. Necessary documents/certificates in support of the registered Office/Local Office should be provided self-attested.
2. In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public, should be furnished. The attested copy of the certificate of registration of firm should also be enclosed.
3. The Agency should have an average minimum annual turnover of **Rs. 5.00 lakhs** during last 3 financial years.

4. A copy of turn over statement duly certified by the C.A and ITR document.
5. The Agency should have its own Bank Account. Documentary evidence.
6. The agency should be able to provide 24x7 services. The agency should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so required by the University.
7. The Agency should be having valid PAN,GST and if MSME, certificate to be enclosed.
8. Name, address and contact details of the clients where the service is being rendered to be provided.
9. Documents not confirming to the requirement will be rejected and no correspondence thereof shall be entertained whatsoever.
10. The bidder should not have been blacklisted by any other Company / Contract has not been by any other company. A declaration to be provided regarding the matter in bidder's letter head.
11. Past Experience of Similar Services and Qualifying Criteria (proof of documents also required to be uploaded)

#### **GENERAL TERMS AND CONDITIONS**

1. The Agency shall provide only well maintained Cars, properly cleaned inside and outside and in good hygiene condition. The seat should be comfortable. The seats shall always be covered with neat and good quality seat covers, towel. The Cars should not be dented/ damaged. No payment shall be made if the vehicle is found in dirty or shabby condition.
2. The Cars should be Commercial Vehicle with upto date Road Tax Certificate of Fitness (CF), Pollution Certificate and be insured comprehensively and must comply with pollution control norms applicable and as amended from time to time by the Central/ State Govt. authorities.
3. The firm should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, and conversant with traffic rules / regulations and city roads / routes as well as security instructions.
4. Each Car shall have Commercial registration number along with the Insurance coverage as per the compliance of Motor Vehicle Act.
5. Each driver employed by the firm must have a cell-phone duly activated which must always be switched on and must be conversant with the local language (English, Hindi)
6. The firm should have an adequate number of telephones for contact round the clock and these

may be conveyed to this office.

7. The Agency should have a provision to provide service for 24x7.
8. Rates once finalized will be fixed at least for a period of one year and will not be changed in case of upward/downward change in rates in fuel prices.
9. Any overtime arising due to breakdown of vehicle supplied by Agency shall be on his account and shall not be charged. In case of Breakdown, the agency will be responsible to provide replacement Vehicle.
10. The driver provided by the Agency should fulfill the following conditions:
  - i. Should be in possession of valid driving license issued by RTO.
  - ii. Should be in Dress and Uniform.
  - iii. Should not smoke; chew Pan / Pan Masala / Tobacco.
  - iv. Should be conversant with the routes of all Government buildings and important roads within Ranchi and Jharkhand.
  - v. Should not indulge in any activity inimical to safety & security of the officers travelling in his car.
  - vi. The driver should maintain a proper record of mileage on a daily basis and get the same authenticated by the user officer/staff
11. No additional terms & conditions over and above the conditions stipulated above shall be entertained by Corporation.
12. Actual parking charges / Toll charges will be payable along with the monthly bills, only upon submission of the parking bills / toll receipts etc.
13. If the contactor after submission of proposals and due acceptance of the same i.e. after the award of contract, fails to abide by the terms and conditions of these tender documents, or fails to complete his contact period or at any time repudiates the contract, the Corporation will have the right delist the empanelment of the car hiring proposals.
14. At times, Corporation may need additional number of vehicles on specific days in connection with any conference/ meeting. The Contractor should be responsible to arrange for additional demand of vehicles.

### **Arbitration:-**

Any dispute, differences or controversy of whatever nature between the parties howsoever arising under out of or in relation to this agreement, the dispute shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties.

- (i) All questions, disputes and/or differences arising under or in connection with this agreement or in touching or relating to construction, meaning, scope, performance, operation or effect of this agreement or the validity or the breach thereof, which is not resolved amicably within 30 days, such matter or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days, failing which the sole Arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Ranchi.
- (ii) In case the award passed by the arbitrator, is assailed/ referred before the court of law, the same shall be exclusively subject to jurisdiction of Courts at Ranchi only.

### **Terms of Payment:**

1. No payment should be made without verifying the log book/duty slips of the driver which has been signed by the user officer / staff of the University. The payment of bill will be subject to the submission of this record, authenticated by the officer using the vehicle.
2. The University shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in penalty clause.
3. Duly signed bills shall be submitted along with the duty slips of car's usage signed by the officer who used the vehicle.
4. If on any occasion it is found that the driver of any vehicles has made wrong entries the duty slips relating to time and kilometer reading of start or closing of duty/ journey the contractor shall be responsible for the same. The office reserves the right to withhold full payment of the day in respect of such vehicle.
5. Meter reading will be on Garage In – Garage Out basis. Garage out and Garage in should be shown 5 km each on either side and time allowable will be maximum 30 minutes on either side.
6. Payment to be made within 20 days from the receipt of bill along with requisite documents.

**Penalty Clause:**

- In the event of Contractor failing to execute the work i.e. supply of Cars on hire basis at any time to the full satisfaction of the Corporation, the Competent Authority reserves the right to cancel the contract or withhold the payment due to contractor in part to the extent of 25-35% or full and also forfeit the Performance Security, if any.

**Condition in case of dispute**

1. In case of any dispute arising out of this contract /award of work between the University and the agency, the decision of the University will be final and binding upon the agency.
2. In case the firm awarded contract fail to supply the requisite number of vehicles, this office reserves the right to hire the cars from other car vendor at the risk and cost of the firm. The cost difference between the alternative arrangements and tender value will be recovered equally from the firm.
3. In absence of drivers, replacement to be arranged. In case of breakdown/accident of any vehicle during duty, it shall be the responsibility of the firm to provide a substitute vehicle.
4. The Corporation reserves the right to add/ delete/ modify any terms and conditions besides reserving the right to accept or reject the applications. Accepting the application for empanelment would not guarantee the award of contract.
5. The empanelment or subsequent contract does not assure any minimum business guaranty to the bidder firm.

**Period of Contract**

1. The contract will be valid for one year initially from the date of award and can be extended for one year by mutual consent of the parties. No request of hike in approved rates for supply of cars will be entertained. Further on account of shifting of office the same terms and conditions will prevail.

**THE FOLLOWING DOCUMENTS TO BE UPLOADED AS QUALIFYING CRITERIA**

<b>SL NO</b>	<b>Name of Documents</b>	<b>Status</b>
1	The Registered Office of the Agency/ Any local Office should be located in Ranchi .Necessary documents/certificates in support of the registered Office/Local Office should be provided self- attested Valid Trade Licence to be enclosed.	
2	In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public.	
3	Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders / documentary evidence of successful execution / completion in support of Past Experience of Similar Services shall be uploaded with the bid.	
4	The Agency have not been blacklisted by any other Company / Contract has not been by any other company. A declaration to be provided regarding the matter in b Agency letter head.	
5	The Agency should have its own Bank Account. Documentary evidence to be enclosed.	
6	The agency should have Ranchi /Jharkhand network for providing car services.	
7	The agency should be able to provide 24x7 services. The agency should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so required by the University.	
8	The Agency should be having valid PAN,GST and if MSME, certificate to be enclosed.	
9	P.F, E.SI (if any) and all other statutory compliances as applicable shall be compulsorily to be met by the vendor company. Further declaration to be provided by the vendor hereinafter to indemnify JCI in case of any default and/or on account of any claims which may arise on account of non-compliance of PF/ESI rules ,regulations etc by the vendor company and also for all the liabilities on account of non-possession of PF/E.S.I(format enclosed)	
11	Name, address and contact details of the clients where the service is being rendered to be provided.	
12	Contact number to be provided for 24X7 purpose and the agency should be able to provide 24x7 services. The agency should be prepared to provide the services on Saturday/Sundays/ Holidays besides normal working days, if so required by the University.	

Special Terms & Conditions of the Contract –

1. The selected Agency are required to provide Swift Dezire Cars or equivalent in sedan category not older than 3 years maximum. (requisite papers to be provided before deploying of car)
2. The selected Agency are required to provide Honda City car or equivalent in premium sedan category not older than 2 years maximum. (requisite papers to be provided before deploying of car)
3. The number of cars to be deployed will be as per the instruction of the officials of The NUSRL, Ranchi.
4. An amount of Rs.10,000/- to be submitted by the successful bidder in the form of Demand Draft as performance security, to “**NUSRL, Ranchi**”, payable at **Ranchi**.

**Financial Bid**

**(Duly Filled of hiring of Vehicles / Taxi/ cars)**

1. Name of Agency  
(Full name and address with Tel No.

Requirements:

S I N o	Name of Vehicle	Daily 80 KM & 08 Hrs Per (AC)	Daily 40 KM & 04 Hrs Per (AC)	For Extra usage	
				Rate Per KM	Rate per Hour
1.	Sedan (Swift etios, and Similar cabs)				
2.	Hond City and equivalent				
3.	Innova old Model. Innova new model				
4.	SUV Scorpio Sumo Bolero				
Any Othe r					

Other Charges, if any:-

- Driver Out-station charges...../-
- Applicable tax rates - ...../- or %
- Any other Charges

Signature of the Tenderer



DECLARATION (on Company's Letterhead)

**(The declaration to be provided by the vendors acting as commissioning agent only, proof to be submitted)**

I ....., Son/Daughter of ....., aged about ..... years, sole proprietor of M/s....., having office at ....., P.S.:- ....., Ranchi- ....., do hereby solemnly DECLARE and CONFIRM as follows :-

1. That I am the sole proprietor of M/s..... which is inter-alia engaged in the business of providing and/or supplying cars of various types and makes to various organizations on rental basis purely as a Commission Agent ;
2. That no Cars are registered in the name of M/s. .... or in my individual name pursuant to the applicable provisions of the Motor Vehicles Act, 1988 as amended from time to time read with all the applicable rules framed therein and thereunder and/or under such other Act(s) as is/are applicable as on date ;
3. That M/s..... never had any employees nor it has any employees on its payroll as on date ;
4. Accordingly, the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 as amended from time to time read with all the Rules framed therein and thereunder from time to time are NOT APPLICABLE to M/s ;
5. That I further DECLARE and CONFIRM that M/s..... or for that matter myself , being the Declarant herein, shall at all material times carry on and execute all my duties with due propriety and shall uphold the laws of the land and shall confirm myself to the rules of the establishment. Further I declare and confirm to indemnify JCI that in case of any default and/or on account of any claims which may arise due to non- compliance of PF/ESI and all others statutory laws by the vendor company.

That the facts stated hereinbefore are true to the best of my knowledge and belief and that nothing material has been concealed, falsified and/or misrepresented by me.

Place :- Ranchi

Date :- .....

**(Name )  
Proprietor,  
M/s.....**

.....  
**DECLARANT**

**National University of Study and Research in Law, Ranchi**

*(Technical Bid)*

*PROFILE OF THE TENDERER*

*(For taxi Service)*

- 1) Name of the Firm.....
- 2) Name of the Owner of the Firm.....
- 3) Address.....  
.....  
.....
- 4) Telephone No.....Mob.No.....
- 5) DD No. ....
- 6) DD No.....

Following document must be attached.

- 1. Copies of Income Tax return.
- 2) Copy of the PAN CARD of the Proprietor/Partner/Company.
- 3) Copy of Registration under GST
- 4) Details of experience with documentary, evidence.
- 5) ITR copy

Signature of the Tenderer