

F.No. D-26018/2/2014-Genl.  
Government of India  
Ministry of Minority Affairs  
(General Section)

11<sup>th</sup> Floor, Paryavaran Bhawan,  
C.G.O. Complex, Lodhi Road,  
New Delhi-110003

Dated: the 21<sup>st</sup> May, 2014


**NOTICE**

Sealed quotations are invited from registered and reputed transport /travel agencies/firms for hiring of Indigo/ Innova/Swift Dzire/Honda city/ Maruti SX-4 (AC DLY Taxis) and Indica/ WagonR (non-A.C. DLY Taxis) on regular basis for official use.

2. The bids should be filled up as given in the appendix containing general terms & conditions and dropped in Tender box of the Ministry of Minority Affairs kept at ground floor, Paryavaran Bhawan, C.G.O. Complex, Lodhi Road, New Delhi-110003. The General terms and conditions of the tender is enclosed herewith as Appendix.

3. Quotations should reach latest by **3.00 P.M on 02<sup>nd</sup> June, 2014. The Technical Bids will be opened on the same day at 3.30 P.M** by the Committee constituted by the Ministry in the presence of tenderers who may wish to be present. The financial Bids of only those tenderers whose Technical Bids have been accepted by the Ministry, will be opened on **04<sup>th</sup> June, 2014 at 3.30 P.M** by the Committee constituted by the Ministry in the presence of tenderers who wish to be present.

4. The Ministry reserves the rights to cancel any or all the quotations without assigning any reason.

  
(Mohd Afzal) 21/5/14  
Director

Director (NIC) for uploading in the website of the Ministry.

**MINISTRY OF MINORITY AFFAIRS**  
11th floor, Paryavarn Bhavan, CGO Complex, Lodhi Road, New Delhi

**Tender No. D-26018/2/2014-Genl.**

**GENERAL TERMS AND CONDITIONS:-**

**Sub:- Notice Inviting Tender for hiring of A.C. and non-A.C.(DLY) Taxis.**

**1. Parties:** The parties to the Contract are the contractor (the tenderer to whom the work will be awarded) and the Government of India through the Ministry of Minority Affairs for and on behalf of the President of India.

**2. Address :** For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement to the Ministry of Minority Affairs. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

**3. Earnest Money:** Earnest Money of Rs.30,000/- (Rupees thirty thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank must be deposited by bidders alongwith their duly filled up tenders documents. The validity of the Bank Guarantee should be up to 6 (six) months starting from June, 2014. The Bank Guarantee / Demand Draft shall be drawn in favour of DDO, Ministry of Minority Affairs, 11<sup>th</sup> floor, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi.

3.1 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.

3.2 Tenderer shall not be permitted to withdraw offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the



stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee will be forfeited to the Government.

3.3 A tender without Earnest Money will be rejected.

3.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

3.5 EMD furnished by all unsuccessful bidders will be returned to them without any interest whatsoever, after finalization of the contract. EMD of the successful bidder(s) will be returned after receipt of the Performance Security from him.

#### **4. Performance Security:-**

4.1 The successful bidder, irrespective of its registration status etc. will have to furnish Performance Security of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of Fixed Deposit Receipt/ Bank Guarantee from a Commercial Bank in an acceptable form in favour of DDO, Ministry of Minority Affairs within 10 days of award of contract.

4.2 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.

4.3 Performance Security will be refunded to supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects.

4.4 The Bank Guarantee will be forfeited by order of the Ministry of Minority Affairs in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Ministry of Minority Affairs sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

#### **5. Preparation and submission of Tender:-**

The tender should be submitted in a sealed cover in two parts namely, Technical Bid ( in form given in Annexure-I) alongwith Earnest Money Deposit and Financial Bid ( in form given in Annexure-II ). Each bid should be kept in a

separate sealed cover. Both the bids should then be kept in another sealed cover and addressed to Director (Admn.), Ministry of Minority Affairs, 11<sup>th</sup> Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi- 110 003. The outer sealed envelope containing the two sealed covers should bear the address, Tender Number and subject of tender as mentioned above. The two inner sealed envelopes should be super scribed with Tender Number, Subject of Tender and clearly indicating, "Technical Bid" or "Financial Bid". Hypothetical/Conditional/Incomplete bid shall not be entertained.

**6. Signing of Tender:** The individual signing the tender or other documents connected with contract must specify whether he signs as:-

(a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

**N.B.**

(i) 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 on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

(ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

(iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority

to do so, the Ministry of Minority Affairs may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(iv) The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT. (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Ministry of Minority Affairs if necessary.


**7. Technical Bid:** The Technical bid should be submitted in a sealed cover in form given in Annexure-I, EMD in the form of the Bank Guarantee/Demand Draft of Rs.30,000/- , registration particulars of the firm, copy of PAN Card issued in favour of the Sole Proprietor/firm, full details of the number of vehicles registered in the name of the tenderer with photocopies of all RCs, undertaking and all other information sought in paragraph 21 below under the head "PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK".

**8. Financial Bid:** The Financial Bid should be submitted in the form given in Annexure-II in a separate sealed cover. The Financial Bids of those tenderers who are found technically qualified will be opened on the date and time shown fixed in the tender notice.

8.1 Terms of payment as stated in the Tender Documents shall be final.

8.2 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

**9. Validity of the Bids:** The bids shall be valid for a period of 90 days from the date of opening of the tenders.

 **10. Opening of Tender:** The tenderer is at liberty either himself or authorize not more than one representative to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

**11. Criterion for Evaluation of Tender:** The Technical Bids will be opened by a committee authorized by the Ministry of Minority Affairs at 3.30 P.M on 2<sup>nd</sup> June,2014 in the presence of such tenderers who may wish to be present.

11.1 The Financial Bids of only those tenderers (to be informed on telephone) will be opened in the presence of those tenderers whose Technical Bids are accepted and who wish to be present at 3.30 P.M on 4<sup>th</sup> June ,2014 whose Technical Bids have been accepted by the Ministry.

11.2 The contract will be awarded to acceptable lowest bidder and will commence from the date of consent of the firm to the terms and conditions. The contract so awarded can be terminated by the Ministry of Minority Affairs at any time without any notice or conveying any reason therefor.

**12. Right of Acceptance:** The Ministry of Minority Affairs reserve all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Ministry of Minority Affairs in this regard shall be final and binding.

12.1 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

**13. Communication of Acceptance:** Successful Tenderer will be informed of the acceptance of their tender.

**14. Penalty:**

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Taxi from the market in the event of Contractor failing to provide taxis, the Ministry of Minority Affairs shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or future bills of the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Ministry of Minority Affairs.

(b) The powers of the Ministry of Minority Affairs under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract

vested in him as herein provided nor forfeiture of deposit mentioned under clause 15 above.

**15. Disclaimer:** The near relatives of employees of the Ministry of Minority Affairs are prohibited from participation in this tender. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

**16. Breach of Terms and Conditions:** In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by this Department in that event and the security deposit in the form of performance Bank Guarantee shall be encashed.

**17. Subletting of Contract:** The firm shall not assign or sublet the work or any part of it to any other person or party.

**18. The contract is not transferable.**

**19. Terms of payment:**

19.1 No payment shall be made in advance to the contractor on the basis of the order of award of contract.

19.2 The contractor shall submit bills of the previous month in the first week of following month for scrutiny and sanction before passing of the bill for payment.

19.3 All payments shall be made by ECS.

19.4 Ministry of Minority Affairs shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in the previous para.

19.5 The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Security Deposit governed by the separate clauses of the contract.

19.6 Wherever applicable all payments will be made as per schedule of payments stated under paragraph 21.

**20. Arbitration:** If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results with in a period of 30days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitration in Tribunal containing a Sole Arbitrator to be appointed by the Ministry of Minority Affairs. The arbitration proceedings shall take place at the Ministry of Minority Affairs. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

**21. PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK:-**

- (a) (i) The Transport Agency/Firm should have its Taxi Stand located in the vicinity of the Ministry of Minority Affairs.
- (ii) The Transport Agency/Firm should have minimum of 5 DLY Taxis (AC/Non AC) registered in their names or in the names of the firms.
- (iii) The list of DLY Taxis along with photocopies of registration book(RC) should be attached with the tender.
- (iv) PAN number and copy of the latest income tax/service tax certificate, should also be submitted with the tender.
- (b) The Transport Agency/Firm should be registered and should furnish a copy of registration certificate in support thereof.
- (c) (i) DLY Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by the Ministry.
- (ii) DLY Taxis supplied **should not be more than 02 (two) years old.**
- (d) The Transport Agency/ Firm should ensure that the drivers employed hold valid driving license, are well behaved, neatly dressed, reasonably educated to be



able to read and write, conversant with traffic rules/regulations and city roads/routes as well as security instructions.

(e) No mileage will be allowed for lunch/tea of the driver.

(f) The Transport Agency/ Firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.

(g) The time and distance daily calculated for the hired vehicles will commence and terminate at, Paryavarn Bhavan, CGO Complex, Lodhi Road, New Delhi-03.

(h) While the Ministry of Minority Affairs has a regular requirement for hiring taxies, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The Ministry of Minority Affairs will also reserve the right to hire taxies from any other provider of such services even during the period of contract. Revision of rates will not be entertained during the period of contract.

(i) The firm shall be liable to provide vehicle within a prior notice of two hours by the Ministry.

(j) The firm shall be responsible to provide a replacement vehicle within one hour in case of break down, due to any reason, of any of the vehicle provided by the firm, during duty hours, at the headquarters.

(k) "Full Day" would imply a run of the Taxi upto 80 kilometer and 10 hours duration.

(l) "Half Day" would imply a run of the Taxi upto 40 kilometer and 05 hours duration.


(m) If the distance run in any day exceeds 80/40 KMs, it shall be the responsibility of the driver to supply a copy of the log book daily to the Director (Admn.). The same will be cross checked and payments worked out accordingly. Unless this has been done, the distance will be limited to the daily limit of 80KMs and no additional KMs will be allowed.

(n) Change of drivers frequently will carry a penalty of Rs.50/- per day. Pending, that the agency must ensure that drivers are not changed frequently.

(o) The Transport agency/Firm must ensure that its taxis are all insured.

(p) Rates once finalized will be fixed during the period of contract. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.

(q) Rates for all categories must be filled in Annexed proforma, otherwise bids shall not be entertained.

  
(Mohd Afzal) 21/5/14

Director

**Technical Bid**

**MINISTRY OF MINORITY AFFAIRS**

**11<sup>th</sup> floor, Paryavarn Bhavan, CGO Complex, Lodhi Road, New Delhi**

**Tender No. D-26018/2/2014-Genl.**

**TENDER FORM-1 TECHNICAL BID INFORMATION AND UNDRTAKING**

( See Clause 7 of **GENERAL TERMS AND CONDITIONS**)

**Sub:- Notice Inviting Tender for “hiring of A.C. and non-A.C. (DLY) Taxis”.**

1. Name of the Tenderer/Firm: \_\_\_\_\_

\_\_\_\_\_

2. Address (with Tel.& Mob.No.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Address and Tel. No. of Garage: \_\_\_\_\_

\_\_\_\_\_

4. Nature of the Firm: \_\_\_\_\_

(i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization).

5. Registration Number of Tenderer / Firm:

(Attested photocopy of registration should be attached)

*[Handwritten signature]*

6. PAN Number of Tenderer / Firm: \_\_\_\_\_

(Attested copy should be attached)

7. Bank Guarantee/Demand Draft No. \_\_\_\_\_ Dated \_\_\_\_\_

from bank name \_\_\_\_\_

\_\_\_\_\_ Amounting to Rs. \_\_\_\_\_

as Earnest Money Deposit.

8. Registration Nos. of 5(five) or more vehicles together with make:

(photocopies of registration book should be attached)

9. Whether each page of tender document and its Annexures have been signed and stamped:

YES / NO

10. Address of garage at Delhi/New Delhi and its distance from the office of the Ministry of Minority Affairs i.e. from Paryavarn Bhavan, CGO Complex, Lodhi Road, New Delhi

11. Any other information important in the opinion of the tenderer.

Dated: \_\_\_\_\_

Place \_\_\_\_\_

(Signature of Tenderer

with stamps of the firm)



## UNDERTAKING

1. I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed work of the Ministry of Minority Affairs and shall abide by them.
  
2. I/We also undertake that I/We have understood "Parameters and Technical Specifications for conducting the Work" of this Tender and shall conduct the work strictly accordingly.
  
3. I/We hereby certify that none of my relative(s) as defined in disclaimer clause of tender document is/are employed in the Ministry of Minority Affairs.
  
4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Dated: \_\_\_\_\_

Place \_\_\_\_\_

(SignatureOf Tenderer

with stamps of the firm)

A handwritten signature in black ink, appearing to be 'G. M.', written over a horizontal line.

**Financial Bid**

**MINISTRY OF MINORITY AFFAIRS**

**11<sup>th</sup> floor, Paryavarn Bhavan, CGO Complex, Lodhi Road, New Delhi**

**Tender No. D-26018/2/2014-Genl.**

**TENDER FORM-2 FINANCIAL BID INFORMATION (Clause 8 of GENERAL TERMS AND CONDITIONS)**

**Sub:- Notice Inviting Tender for "Hiring of AC and Non-AC (DLY)Taxi".**

**1. Rate (all inclusive) including all taxes and levies except service tax & parking charges for DLY Taxis as indicated below:**

| Sl.No. | Details                                   | AC DLY Taxi |        |             |            |             | Non-AC DLY Taxi |         |
|--------|---|-------------|--------|-------------|------------|-------------|-----------------|---------|
|        |   | Indigo      | Innova | Swift Dzire | Honda City | Maruti SX-4 | Indica          | Wagon-R |
| 1.     | Rate per hour basis                       |             |        |             |            |             |                 |         |
| 2.     | Rate for Half Day (5 hrs. and 40 Kms)     |             |        |             |            |             |                 |         |
| 3.     | Rate for full day (10 hrs. and 80 kms)    |             |        |             |            |             |                 |         |
| 4.     | Rate for one month (2500 KM and 250 hrs.) |             |        |             |            |             |                 |         |
| 5 (i)  | Rate for each extra kilometer             |             |        |             |            |             |                 |         |
| (ii)   | Rate for each extra hour                  |             |        |             |            |             |                 |         |

**Note: Rates in all respects must be filled in otherwise bid shall not be entertained.**

**2. Any other information:**

Dated: \_\_\_\_\_

(Signature of Tenderer

Place: \_\_\_\_\_

with stamps of the firm)

*Ans.*