

F.No. D-26018/2/2010-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 15<sup>th</sup> April, 2011

**NOTICE**

Sealed quotations are invited from registered and reputed transport agencies/firms for quoting rates for hire of Maruti Esteem/Indigo/Innova or equivalent AC taxi and Indica/WagonR/ Ambassdor non-A.C. cars. The rate per day on a 10 hourly basis for 80 Kilometres should be on the basis of the quote. Rates for every extra hour and every extra Kilometre beyond 10 hours and 80 Kilometres per day may be quoted clearly.

**The rates for petrol/diesel/CNG propelled cars may be quoted separately. In case petrol or diesel or CNG taxis are not operated by the agency quoting rates for the tender, this must be indicated clearly in the Technical and financial bid documents.**

2. Technical bid and financial bid filled in the specified proforma should be submitted separately and addressed to the Under Secretary (General Administration), Ministry of Minority Affairs, 11<sup>th</sup> floor, Paryavarn Bhavan, CGO Complex, Lodhi Road, New Delhi.
3. Quotations should reach latest by **3.00 P.M on 2<sup>nd</sup> May,2011 and the Technical Bids will be opened on the same day at 3.30 P.M** by the Committee authorized by the Ministry and in the presence of such 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 3<sup>rd</sup> May,2011 at 3.30 P.M** by the Committee authorized by the Ministry and in the presence of those who wish to be present.
4. The Competent Authority reserves the rights to cancel any or all the quotations without assigning any reason. The General terms and conditions of the tender appears in the Appendix.



(Brij Mohan)

Under Secretary to the Govt. of India  
Phone. 24364277, Fax No. 24364285

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

**MINISTRY OF MINORITY AFFAIRS**

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

**Tender No. D-26018/2/2010-Genl.**

**GENERAL TERMS AND CONDITIONS:-**

**Sub:- Notice Inviting Tender for “hiring of A.C. and non-A.C. vehicles”.**

**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. Addresses:** 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 due 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.10,000/- (Rupees ten 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 needs to be up to 6 (six) months starting from April,2011. The Bank Guarantee / Demand Draft shall be 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 his 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 The tenders without Earnest Money will be summarily 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.

**4. Preparation and submission of Tender:** The tender should be submitted in two parts namely, Technical Bid (in form given in Annexure-I) alongwith Earnest Money Deposit and Commercial Bid (in form given in Annexure-II) and each should be kept in a separate wax sealed cover. Both the bids should be kept in another sealed cover addressed to the Under Secretary(Admn.), M/o.Minority Affairs. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be super scribed with Tender Number, subject of Tender, whether the envelope is containing “Technical Bid” or “Commercial Bid” and date of opening of tender.

**5. Signing of Tender:** 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 be 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 office 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.)

**6. Technical Bid:** The Technical bid should be submitted in form given in Annexure-I along with the Bank Guarantee/Demand Draft of Rs.10,000/- alongwith registration particular, Copy of PAN Number issued in favour of the firm, full details of the number of vehicles registered in the name of the tenderer or his firm with photocopies of RCs and other information sought under the head PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK of APPENDIX.

**7. Commercial Bid:** The Commercial Bid should be submitted in the form given in Annexure-II in a separate sealed cover kept inside the main cover. The Commercial Bids of those tenderers who are found technically compliant, will be opened on a specified date and time as indicated in tender notice.

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

7.2 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.

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

**9. Opening of Tender:** The tenderer is at liberty either himself or authorize, not more than one representative to be present at the 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.

**10. 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> May,2011** in the presence of such tenderers who may wish to be present.

10.1 The Commercial Bids of only those tenderers (to be informed on telephone) will be opened at **3.30 P.M on 3<sup>rd</sup> May,2011** whose Technical Bids have been accepted by the Ministry of Minority Affairs. These will be opened in the presence of those tenderers whose Technical Bids are accepted and who wish to be present.

10.2 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.

**11. 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.

11.1 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.

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

**13. Security Deposit:** The successful tenderer will have to furnish a Bank Guarantee of Rs.10,000/- (Rupees ten thousand only) valid for one year drawn in favour of DDO, Ministry of Minority Affairs, Paryavarn Bhavan, CGO Complex, Lodhi Road, New Delhi towards Security Deposit within 7 days from the date of acceptance of the tender.

13.1 The Bank Guarantee can 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.

**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 requisitioned taxis or not providing 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 that may become due to 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 14 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 cheque only.

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 preceding 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 Earnest Money and 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 the head PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK of APPENDIX.

**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 within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitration 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.

### **PARAMETERS AND TECHNICAL SPECIFICATIONS FOR EXECUTING THE WORK**

1. (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 Private vehicles registered in their names or in the names of the firms.  
(iii) The list of vehicles along with photocopies of registration book should be attached with the tender.
2. The firm should be registered and should furnish a copy of registration certificate in support thereof.
3. (i) Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Senior Officers.  
(ii) Vehicles supplied should not be more than 02 (two) years old.
4. The 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.
  - 4.1 No mileage will be allowed for lunch/tea of the driver. Driver should carry his lunch.
  - 4.2 The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
  - 4.3 The time and distance calculated daily for the hired vehicles will commence and terminate at, Paryavarn Bhavan, CGO Complex, Lodhi Road, New Delhi
  - 4.4 While the Ministry of Minority Affairs has a regular requirement for hiring taxis, 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 taxis 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.
5. "Full Day" would imply a run of the Taxi upto 80 kilometer and/or 10 hours duration.

5.1 "Half Day" would imply a run of the Taxi upto 40 kilometer and/or 05 hours duration.

5.2 If the distance run in any day exceeds 80 KMs, it shall be the responsibility of the driver to supply a copy of the daily log book to the Under Secretary (Admn.). The same will be cross check the distance and the places of travel with prior intimation to Joint Secretary (Admn.). Unless this has been done, the distance will be limited to the daily limit of 80KMs and no additional KMs will be allowed.

5.3 If the officer has unoccupied garage in the place of stay, and has no objection for parking of the hired taxi, the agency should have no objection for the same, provided the agency informs his insurers accordingly.

5.4 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.

5.5 The agency must ensure that hired taxis are all insured and insurance covers all Taxis at the place of actual parking, and insurance premia are paid on time.

5.6 The agency must ensure that the driver employed has PF or ESI facility. All the payment will be made through ECS.

6. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes.

7. Rates for all categories must be filled in Annexed proforma otherwise quotations should not be entertained.



( Brij Mohan)

Under Secretary to the Govt. of India  
Phone. 24364277, Fax No. 24364285

**Technical Bid**

**MINISTRY OF MINORITY AFFAIRS**

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

**Tender No. D-26018/2/2010-Genl.**

**TENDER FORM-1 TECHNICAL BID INFORMATION AND UNDRTAKING  
( See Clause 6 of GENERAL TERMS AND CONDITIONS)**

**Sub:- Notice Inviting Tender for "hiring of A.C. and non-A.C. vehicles".**

1. Name of the Tenderer/Concern: \_\_\_\_\_  
\_\_\_\_\_
2. Address (with Tel.& Mob.No.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Address and Tel. No. of Garage: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Nature of the concern: \_\_\_\_\_  
(i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organisation).
5. Registration Number of Tenderer / Concern:  
(Attested photocopy of registration should be attached)
6. PAN Number of Tenderer / Concern: \_\_\_\_\_  
(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 vehicles together with make:  
1. \_\_\_\_\_ 2. \_\_\_\_\_  
(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: \_\_\_\_\_  
Tenderer

At: \_\_\_\_\_  
firm)

(Dated Signature of

with stamps of the

### **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: \_\_\_\_\_  
At: \_\_\_\_\_

(Dated Signature of Tenderer  
with stamps of the firm)

**ANNEXURE-II**

**Financial Bid**

**MINISTRY OF MINORITY AFFAIRS**

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

**Tender No. D--26018/2/2010-Genl..**

**TENDER FORM-2 COMMERCIAL BID INFORMATION**

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

**Sub:- Notice Inviting Tender for “Hiring of Maruti Esteem(AC), Innova & Indica (Non-AC)”.**

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

Sl.No.	Details	Maruti Esteem Tata Indigo and Ambassdor (AC)	Innova Toyota and Ambassdor (AC)	Tata Indica , WagonR and Ambassdor (Non-AC)
1.	Rate per hour basis			
2.	Rate for Half Day (5 hrs. or 40 Kms)			
3.	Rate for full day (10 hrs. or 80 kms)			
4.	Rate for one month (2500 KM and 250 hrs.)			
5.	Rate for each extra kilometer beyond 40Km./80Kms.			
6.	Rate for each extra hour beyond 5 hrs./10 hrs.			

2. Rates for all respects must be filled in otherwise quotations should not be entertained.

3.. Any other information:

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

At: \_\_\_\_\_

(Dated Signature of Tenderer  
with stamps of the firm)