

DETAILS FOR PUBLISHING TENDER

Name of the Organization MAULANA AZAD EDUCATION FOUNDATION
Type of Organization Under Aegis of Ministry of Minority Affairs
Tender Ref. No.
Tender Title Empanelment of Transport Agencies for hiring of vehicles and finalizing rates of different category of vehicles at MAEF, New Delhi
Product Category Miscellaneous Works
Sub-Category

Approx. Tender Value (In. Rs.) 20,00,000/- EMD : 50000/-
Tender Type Open
Location DELHI
Start of Document Download **15.12.2017** From : 11.00 AM
(www.maef.nic.in)
<https://eprocure.gov.in>
Last date of Download from **22.12.2017** Upto : 11.00 AM
www.maef.nic.in
<https://eprocure.gov.in>
Last Date for Submission **22.12.2017** Upto : 03:00 PM
Opening Date **22.12.2017** After : 04:00 PM
Work Description Office Duty

Pre-Qualification
Tender Documents Available on Website i.e. www.maef.nic.in,
<https://eprocure.gov.in>
Bid Documents Available on Website i.e. www.maef.nic.in &
<https://eprocure.gov.in>

Sector
State Delhi

For further Information Contact :

Name : **Shri R Rahman, CEO & Secretary**
E-mail : secy-maef@nic.in
Phone Office: 011-23583788/89
Address : Maulana Azad Campus, Chelmsford Road
New Delhi-110055

Sub: Empanelment of transport agencies for hiring of vehicles and finalizing rates of different category of vehicles for MAEF

Dear Sir,

- 1.0 Maulana Azad Education Foundation, under the aegis of Ministry of Minority Affairs, Govt. of India is intended to call for bids for Empanelment of transport agencies for hiring of vehicles and finalizing rates of different category of vehicles for CEO & Secretary, MAEF, Maulana Azad Campus, Chelmsford Road, New Delhi-110055.
- 2.0 The following documents are required to be submitted duly signed in each and every page in token of acceptance along with the following documents requested for this tender.

Sl. No.	Tender Documents	Pages
1.	Invitation to Bid	3-5
2.	Undertaking	6
3.	Instructions To Bidders (Section 1)	7- 16
4.	General Terms & Conditions Of Contract (Section 2)	17-27
5.	Special Conditions Of Contract (<i>Section 3</i>)	28-33
6.	Financial Bid/Price Bid 9 (Section 4)	34-37

3.0 Interested Bidders are requested to submit competitive offer in a Sealed Envelope duly supported with all the above documents along with Tender Documents Cost along with EMD superscribing "Empanelment of transport agencies for hiring of vehicles for Maulan Azad Education Foundation" on 22-12-2017 by 3.00 p.m. The sealed quotations shall be opened on the same day at 04.00 p.m. in the chamber of the Chief Executive Officer & Secretary, MAEF. The sealed quotations should be addressed to:

Shri R Rahman,
Chief Executive Officer & Secretary
Maulana Azad Education Foundation
Ministry of Minority Affairs
Maulana Azad Campus
Chelmsford Road
New Delhi-110055
Phone no. : 011-23583788/89

Thanking you,

Yours faithfully,

Sd/-
(R. Rahman)
CEO & Secretary

MAULANA AZAD EDUCATION FOUNDATION
(Ministry of Minority Affairs, Govt. of India)

REQUEST FOR PROPOSAL (RFP)

INVITATION OF BID

REFERENCE NO. I (10)/4/MAEF/TH/2017

FOR

**EMPANELMENT OF TRANSPORT AGENCIES FOR
HIRING VEHICLES
AND FINALISING RATES OF DIFFERENT CATEGORY OF
VEHICLES**

FOR

**MAULANA AZAD EDUCATION FOUNDATION
MAULANA AZAD CAMPUS
CHELMSFORD ROAD
NEW DELHI**

No.

Date: 15th December, 2017

INVITATION TO BID

Sub: Empanelment of transport agencies for hiring of vehicles and finalizing rates of different category of vehicles for MAEF New Delhi

- 1.0 Maulana Azad Education Foundation, under the aegis of Ministry of Minority Affairs, Govt. of India is intended to call for bids for Empanelment of transport agencies for hiring of vehicles and finalizing rates of different category of vehicles for CEO & Secretary, MAEF, Maulana Azad Campus, Chelmsford Road, New Delhi-110055.
- 2.0 Interested bidders may obtain further information from the Office of the CEO & Secretary, Maulana Azad Campus, Chelmsford Road, New Delhi-110055.,
- 3.0 Bids shall be received upto 03 00 hrs on 22.12.2017. Technical and Commercial Bids shall be opened on the same day at 04.00 hrs (2nd). MAEF shall not be responsible for any postal delay in r/o bid cost etc whatsoever. The time table for bid process is as follows:

Issue of RFP (Internet)	15 th December, 2017 from 11:A.M
Date of Commencement of sale of RFP/Tender document	15 th December, 2017 from 11:A.M
Last Date of sale of Tender Document	
Last Date & Time for submission/receipt of Bid	22 nd December 2017 upto 03:00 P.M
Date & Time of Opening of Technical & Commercial Bids	22 nd December 2017 04:00 P.M
Date & Time of Opening of Price Bids	To be intimated later on to the eligible bidders
EMD	Rs. 50000/-
Place of submission & Opening of Bids	Shri R Rahman, CEO & Secretary Maulana Azad Education foundation Maulana Azad Campus, Chelmsford Road New Delhi-110055 011-23583788/89
Address for communication	Shri R Rahman, CEO & Secretary Maulana Azad Education foundation Maulana Azad Campus, Chelmsford Road New Delhi-110055 011-23583788/89

- 4.0 The following documents needs to be submitted duly signed in each and every page in token of acceptance along with Earnest Money Deposit of Rs. 50,000/- (Rupees Twenty Thousand only). The following documents are alongwith all the documents requested for the tender.

Sl. No.	Tender Documents	Pages
1.	Invitation to Bid	3-5
2.	Undertaking	6
3.	Instructions To Bidders (Section 1)	7- 16
4.	General Terms & Conditions Of Contract (Section 2)	17-27
5.	Special Conditions Of Contract (Section 3)	28-33
6.	Financial Bid/Price Bid 9 (Section 4)	34-37

- 5.0 The bidders are required to submit EMD i.e. Rs. 50000/- (Rupees Fifty Thousand only) in the form of Demand Draft/Banker's Cheque drawn in favour of "Maulana Azad Education Foundation." payable at New Delhi. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.
- 6.0 Interested Bidders are requested to submit competitive offer in a Sealed Envelope duly supported with all the above documents along with EMD superscribing "Empanelment of transport agencies for hiring of vehicles for Maulana Azad Education Foundation and addressed to :
- Chief Executive Officer & Secretary**
Maulana Azad Education Foundation
Maulana Azad Campus, Chelmsford Road
New Delhi-110055
- 7.0 The above sealed envelope is to be dropped in the chamber of CEO & Secretary, MAEF before the due date as mentioned above.
- 8.0 In order to ensure timely submission of bid along with requisite documents, bidders are advised to go through the tender in detail and further, in case, they wish to seek any information / enquiry relating to this tender they can contact the undersigned at 011-23583788/89 on any working day (Monday to Friday) between 10.00 AM and 05.00 PM.
- 9.0 No further discussion/interface will be granted to bidders whose bids have been disqualified. MAEF reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.
- 10.0 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- 11.0 This invitation to bid shall form a part of the contract document.

For & on behalf of the CEO & Secretary
Maulana Azad Education Foundation

(R. Rahman)
(CEO & Secretary)

Undertaking
(On Company's Letter Head)

TO
MAULANA AZAD EDUCATION FOUNDATION,
MAULANA AZAD CAMPUS
CHELMSFORD ROAD
NEW DELHI-110055

Sub: Declaration regarding Non-Blacklisting.

We hereby declare that we are not a defaulter to any Govt. organization/PSU since last 2 years for any reason. We have completed all the assignments taken up by us, as per the terms and conditions stipulated in the tenders and within the time limits. We also declared that we have not blacklisted/debarred from participation from any of the Government/PSU

(Authorised Signatory)
Name & Designation

MAULANA AZAD EDUCATION FOUNDATION
(Ministry of Minority Affairs, Govt. of India)

SECTION 1

INSTRUCTIONS TO BIDDERS

REFERENCE NO. I (10)/4/MAEF/TH/2017

For

**EMPANELMENT OF TRANSPORT
AGENCIES FOR HIRING VEHICLES
AND FINALISING RATES OF DIFFERENT CATEGORY OF
VEHICLES**

For

**MAULANA AZAD EDUCATION FOUNDATION
MAULANA AZAD CAMPUS
CHELMSFORD ROAD
NEW DELHI**

SECTION -1

INSTRUCTION TO BIDDERS (INB)

1.0 GENERAL INSTRUCTIONS

- 1.1 Maulana Azad Education Foundation under the Aegis of Ministry of Minority Affairs, Govt. of India invites bids for engaging transport agencies for hiring vehicles and finalizing rates of different category of vehicles for the office of the CEO & Secretary, MAEF located at New Delhi to travel within Delhi (Local Journey) and outside Delhi or at any other place intimated to the agency for travel. All bids shall be prepared and submitted in accordance with the instructions (hereinafter referred to as the bid documents).
- 1.2 The bids submitted for Daily Basis & Monthly Basis after the time and date fixed for receipt of Bids as set out in the invitation to bid and not conforming to INB is liable to be rejected.
- 1.3 Issuance of bid documents for Daily Basis & Monthly Basis will not automatically mean that such bidders are considered qualified. MAEF is not responsible for loss/delay of any tender in transit.

2.0 SCOPE OF WORK

- 2.1 The scope of work covers empanelment of transport agencies for hiring vehicles on daily and monthly basis and finalizing rates of different category of vehicles for Maulana Azad Education Foundation, Maulana Azad Campus, Chelmsford Road New Delhi to travel within Delhi (Local Journey) and outside Delhi as and when required for travel under different packages to MAEF as per the terms & conditions of the contract specified herein and shall maintain an office with adequate staff and telephone facilities round the clock.
- 2.2 The agency shall provide the vehicles duly registered in Delhi of Model 2014 or later and complying to emission norm for the following categories:-

I. ON MONTHLY BASIS:

S. No.	Car Category	Vehicle Name	Quantity	Requirement
1.	Maruti	Swift-Dzire	2	2400 kms per month & 12 Hrs. daily for 26 days
		SX4	1	
		Wagon-R	1	
2.	Honda	I-Vtec	1	2400 kms per month & 12 Hrs. daily for 26 days

3.0 CONDITION OF VEHICLE:

- 3.1 The vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per MAEF's requirement with proper pollution check and valid documents.
- 3.2 The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings / accessories like radio cassette player etc. for maximum comfort of passengers.
- 3.3 Drivers of vehicles must be provided with mobile phone.
- 3.4 The upholstery and seat cover of vehicles should be properly dry cleaned on a fortnightly basis.

4.0 QUALITY OF DRIVER:

- 4.1 The agency shall provide well-behaved, pleasant personality, well mannered and proper Hindi/English speaking drivers in clean and proper uniform with valid driving license of minimum 05 years old and should not be above 60 years and have valid AADHAR number.
- 4.2 The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with the roads and routes in Delhi & NCR.

5.0 QUALIFYING REQUIREMENTS FOR AGENCY

The bidders who meet the following minimum qualifying requirements shall only be considered for detailed evaluation and for award of contract:

5.1	Experience	The agency should have experience in providing vehicle to Govt Organization/Banks/ PSU's/ Consulates/International Organization during the last 5 years. Copies of at-least 3 such orders should be enclosed alongwith bid.
5.2	Turn-over	Average turnover of the bidders should be at-least Rs. 50 lakh per annum for last two years. Copy of the audited balance sheet for the last 2 years

		Alongwith profit & loss statement for the last 02 years should also be submitted along with the bid
5.3	No. of Vehicle	Agencies should at-least have 10 vehicles registered on the date of bid submission in the name of proprietor /company/partners/firm/director.
		Copy of RC books shall be furnished by the bidder as documentary evidence in support of the above
5.4	Permanent Office	Agency should have permanent office at Delhi along with 24 hrs basis customer service cell with Landline/mobile/Internet connections.
		Bidders should confirm above and give details regarding the same in the bid.

6.0 **VALIDITY OF PROPOSAL**

The proposal shall be kept valid for a period of Three (3) calendar months from the date of its opening.

7.0 **EARNEST MONEY DEPOSIT (EMD)**

Earnest Money Deposit of Rs. 50000/- (Rupees Fifty Thousand only) by way of a crossed bank draft in favour of Maulana Azad Education Foundation., payable at New Delhi from a Nationalized Bank.

- 7.1 Any bid, not accompanied by the EMD is able to be rejected by the Owner as non-responsive.
- 7.2 EMD of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order by the successful bidder.
- 7.3 The EMD of the successful bidder shall be returned after the said bidder submits the contract performance guarantee in specified form and its acceptance.
- 7.4 The EMD may be forfeited without any notice or proof of damages etc.
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.
- Or
- (b) In the case of a successful Bidder if the Bidder fails:
- (i) To accept Letter of Award/ARC incorporating the agreements reached during pre-award discussion unconditionally.
 - (ii) Fails to execute the ARC to the satisfaction of MAEF during the contract period / or after acceptance of award letter.

7.5 No interest will be payable by the owner on the above EMD.

8.0 SUBMISSION OF BIDS

All bids shall be submitted “in sealed cover” in Two parts (Part I & Part II) within the prescribed time & date.

First envelope shall contain the following documents and should be superscribed as Part-I.

Part I : Technical & Commercial Bid

- Should contain Form I to III & Documents mentioned in Clause 5.0 above of Qualifying Requirement
- The EMD as per Clause 7.0 above be submitted in a separate Envelope.

Second envelope should contain the financial bid and should be superscribed as Part-II.

Part II : Financial Bid/Price Bid

- The Price Bid Sheets for “Daily Basis” & “Monthly Basis”.

Both the envelopes (I&II) Technical & Financial or Price Bids shall be put in a bigger envelope. The bigger envelope should be sealed and superscribed as “EMPANELMENT OF TRANSPORT AGENCIES FOR HIRING VEHICLES AND FINALISING RATES OF DIFFERENT CATEGORY OF VEHICLES FOR MAEF OFFICE - Due on 22th December 2017 at 03.00 P.M.”

- 8.1 The envelope shall be addressed to the Owner at the address mentioned below and is to be dropped in the Chamber of CEO & Secretary, MAEF latest by the date and time specified:

Shri R Rahman,
Chief Executive Officer & Secretary
Maulana Azad Education Foundation
Maulana Azad Campus, Chelmsford Road, New Delhi-110055

- 8.2 The outside of the envelope should also clearly indicate the name and address of the Bidder.

Note:

Technical Bids will be opened in the presence of the bidders” representatives who choose to attend on the specified date and time. Price Bids of technically qualified bidders will be opened in the presence of the bidders” representatives on a separate date and time which will be communicated either telephonically at the available contact No. or through letter depending upon the situation.

9.0 EVALUATION OF BIDS

MAEF will determine the substantial responsiveness of each bid with reference to bid

terms and conditions. For this purpose a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from or objections or reservations to critical provisions in respect of following will be deemed to be material deviation.

- (i) Earnest Money Deposit (EMD)
- (ii) Payment terms
- (iii) Security deposit
- (iv) Penalty
- (v) Validity of Bid

MAEF determination of bidder's responsiveness will be on the basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not substantially be made responsive by the bidder by correction of the non-conformity. All decisions by MAEF on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.

The evaluation of bids shall be done on the basis of Comprehensive total price quoted on least cost basis to MAEF. The bidder who quotes least total evaluated cost shall be recommended for empanelment for hiring car on monthly basis.

For the purpose of evaluation of monthly basis hiring, the following quantities for each Car category shall be considered:

S. No.	Car Category	Vehicle Name	Quantity	Requirement
1.	Maruti	Swift-Dzire	2	2400 kms per month & 12 Hrs. daily for 26 days
		SX4	1	
		Wagon-R	1	
2.	Honda	I-Vtec	1	2400 kms per month & 12 Hrs. daily for 26 days

Bidders who submit the bids for hiring Monthly Basis shall only be considered for evaluation and subsequent award.

10.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID :

- 10.1 The bid price shall be firm and shall include all the costs in pursuance of fulfilling all the insurance & tax liabilities etc. under the contract. (See General & Special Conditions of Contract – Section 2 & 3)
- 10.2 The Bidder shall quote in his Bid, rates as required in the Bid sheets in Section-4, for the entire scope of work. Bids based on a system of pricing other than that specified shall be rejected.
- 10.3 Bid prices shall be in Indian Rupees only. All information in the Bid shall be in English. Failure to comply with this requirement will disqualify Bid.

11.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

- 11.1 The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished along with the proposal.
- 11.2 Bidder shall furnish copy of partnership deed, in case of partnership firm, memorandum and Articles of Association in case of limited company, ownership certificate in case of proprietorship firm.

12.0 CONTRACT PERFORMANCE GUARANTEE (CPG)

- 12.1 The successful Bidder to whom the contract is awarded can either convert the EMD of Rs. 50000/- (Rupees Fifty Thousand only) to security deposit towards Contract Performance Guarantee (CPG).
- 12.2 The Security Deposit is intended to secure the satisfactory performance of the entire contract. Failure to faithfully perform and carry out the various activities within the time period defined in the contract may result in invoking either whole or part of the Security Deposit. However, it is not to be construed as limiting the damages recoverable under the contract.

13.0 CHECK-LIST

The bidders are requested to duly fill in the checklist as per Annexure-J (Section-4). The checklist is only a reminder of certain important items, to facilitate the Bidder. This, however, does not relieve the bidder of his responsibility to make sure that his proposal is otherwise complete in all respects.

14.0 DEVIATIONS

The contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall be entertained unless specifically mentioned by the contractor in his Bid. A separate sheet titled “DEVIATIONS “ should be annexed with the tender and this should be mentioned in the covering letter.

The bidder should also furnish the under mentioned information:

a.	Name of the Agency, address, telephone and fax nos.		
b. c.	E-mail Address Name of the Contact person, telephone & Mobile No.		
d	Name of the bank with full address		
e.	Bank Account No. (Enclose an unsigned cheque duly cancelled) IFS Code		
f	PAN No.		
g h	GST NO. TIN No./Sales Tax No.		
l	Service Tax No.		
j	P.F. Account No. (If PF Act is not applicable to the firm please furnish reasons)		
k	ESI (in case applicable)		
l	Details of Earnest Money Deposit Name of the Bank Banker"s Cheque No. & Date		
l	Details of Network / Agreement with other firm in other metros. A copy of agreement to be enclosed as per Clause 5.4		Name : Address : Tel. No.: Agreement Valid upto:

TECHNICAL DEVIATIONS

The following are the Technical deviations and variations from the exceptions to the specifications and documents against Detail Technical Specification of Tender Bid No. **No. I (10)/4/MAEF/TH/2017**. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per MAEF specifications and documents.

Sl.No.	Section	Clause No.	Page No.	Statement of deviations and variations

MAULANA AZAD EDUCATION FOUNDATION
(Ministry of Minority Affairs, Govt. of India)

SECTION 2

GENERAL TERMS & CONDITIONS OF CONTRACT

REFERENCE NO. No. I (10)/4/MAEF/TH/2017

For

EMPANELMENT OF TRANSPORT
AGENCIES FOR HIRING VEHICLES
AND FINALISING RATES OF DIFFERENT CATEGORY OF
VEHICLES

For

MAULANA AZAD EDUCATION FOUNDATION
MAULANA AZAD CAMPUS
CHELMSFORD ROAD, NEW DELHI

**SECTION – GCC
GENERAL TERMS AND CONDITIONS OF CONTRACT**

1.0 DEFINITION OF TERMS

- 1.1 “The Contract” means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 “Owner” shall mean the Maulana Azad Education Foundation. (Under the Aegis of Ministry of Minority Affairs, Government of India) and shall include their legal representatives, successors and assigns
- 1.3 “Contractor” or “Manufacturer” shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 1.4 “Sub-Contractor” shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Our authorized person and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 The terms “Equipment”, “Stores”, and “Materials ” shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.6 “Specifications ” shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.7 “Site” shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.8 The term “Contract Price” shall mean the lumpsum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.

- 1.9 "Inspector" shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 1.10 "Notice of Award of the Contract " / "Letter of Award" / "Telex of Award" shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.11 "Date of Contract" shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.12 "Month" shall mean the calendar month. "Day" or "Days " unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
A „Week" shall mean continuous period of seven (7) days.
- 1.13 "Writing" shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.14 When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As Directed", "Where Directed", "When Directed", "Determined by", "Accepted", "Permitted", or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Our authorised person.
- 1.15 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.16 Words imparting the singular only shall also include the plural and vice-versa where the context so required.
- 1.17 Words imparting "Person" shall also include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- 2.0 **APPLICATION**
These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.0 **STANDARDS**

The goods supplied under this Contract shall conform to the standards and quality mentioned in our Bid.

4.0 **LANGUAGE AND MEASURES**

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric system of measurement shall be used exclusively in the Contract.

5.0 **CONTRACT DOCUMENTS**

5.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract;

- a) Invitation to Bid including letter forwarding the Bidding documents, Instructions to Bidders, General Terms and Conditions of Contract and all other relevant documents.
- b) Specifications of the equipment / Services to be furnished under the Contract as brought out in the accompanying Technical Specifications.
- c) Contractor's Bid Proposal and the documents attached thereto including the letters of clarifications thereto between the Contractor and the Owner/Consultant prior to the Award of Contract except to the extent of repugnancy.
- d) All the materials, literature, data and information of any sort given by the Contractor along with his bid.
- e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

5.2 In the event of any conflict between the above mentioned documents, the same is to be resolved mutually. In case of any unresolved situation matter would be referred to MAEF Standard Purchase Committee whose decision shall be considered as final and binding upon the parties.

6.0 **USE OF CONTRACT DOCUMENTS AND INFORMATION**

6.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

6.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for purpose of performing the Contract.

6.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the Site, dimensions, quantity, quality or other information, concerning the Works unless prior written permission has been obtained from the Owner.

6.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

7.0 JURISDICTION OF CONTRACT

7.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under this Contract.

8.0 EFFECTIVENESS OF CONTRACT

The Contract shall be considered as having come into force from date of the Notification of Award unless otherwise provided in the Notification of Award.

9.0 LIQUIDATED DAMAGES

As specified in Special Terms & Conditions.

10.0 TAXES, PERMITS & LICENCES

The Contractor shall be liable and pay all taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

11.0 DEFENCE OF SUITS

If any action in court is brought against the Owner or Our authorised person or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters,

covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claims based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner and our authorised person and / or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

12.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT

The bidder is required to specify categorically as to whether the contract will be operated by himself or his authorised franchisee while submitting the tender document as asked in the bid document.

(a) EARNEST MONEY DEPOSIT (EMD)

(b) Earnest Money Deposit of Rs. 50000/- (Rupees Fifty Thousand only). The EMD offered shall be in one of the form listed out herein below:

13.2 A crossed bank draft in favour of Maulana Azad Education Foundation, New Delhi, payable at Delhi from a Nationalized Bank.

(c) Any bid, not accompanied by the EMD is able to be rejected by the Owner as non-responsive.

13.5 EMD of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order by the successful bidder.

13.6 The EMD of the successful bidder shall be returned after the said bidder submits the contract performance guarantee in specified form and its acceptance.

13.7 The EMD may be forfeited without any notice or proof of damages etc.

(a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.

Or

- b) In the case of a successful Bidder if the Bidder fails:
 - (i) To accept Letter of Award/Purchase Order/Contract incorporating the agreements reached during pre-award discussion unconditionally.
 - (ii) Fails to execute the job to the satisfaction of MAEF during the contract period / or after acceptance of award letter.

13.8 No interest will be payable by the owner on the above EMD.

14.0 PAYMENT

14.1 As specified in Section III of Special Conditions of Contract

The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on-account payments only. The final payment will be made on completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract.

14.2 Currency of Payment

All payments under the Contract shall be in Indian Rupees only.

14.3 Due Dates for Payment

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth. Progressive payments will become due to and payable by the Owner within Fifteen (15) working days of the date of receipt of Contractor's bill/invoice/debit note by the Owner, provided the documents submitted are complete in all respects.

14.4 Mode of Payment

14.4.1 Payments due shall be made by the Owner through E-Banking system within 15 working days from the date of receipt of bill in the corporation. The requisite details to release payment through E-banking will have to be furnished by the successful bidder after award of contract.

14.5 Terms of Payment

The contractor will submit the monthly bill in duplicate enclosing the certificates as indicated below, which shall be got duly certified by the representative of Admin. Unit and the same shall be paid within 15 working days thereof after effecting recovery, if any.

15.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the

Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise.

16.0 INSURANCE

- 16.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be required for running of the vehicle as per the Motor Vehicle Act.
- 16.2 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account. We may check the insurance cover of the vehicle reporting to the duty at any point of time.

17.0 FORCE MAJEURE

- 17.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
 - b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- 17.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

18.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 18.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled Contractor's Default. The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.
- 18.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice.

18.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firms cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

19.0 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

20.0 SETTLEMENT OF DISPUTES

20.1 Any dispute(s) or difference (s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

20.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by our authorised person, who within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.

20.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of

the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

- 20.4** If after our authorised person has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 20.5 In the event of our authorised person failing to notify his decision as aforesaid within fifteen(15) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within fifteen(15) days after the expiry of the first mentioned period of fifteen(15 days, as the case may be, either party may require that the matter in dispute be referred to arbitration as hereinafter provided.

21.0 ARBITRATION

- 21.1 All disputes or differences in respect of which the decision, if any, of the authorised person has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 21.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitration in accordance with the Indian Arbitration Act. If either of the parties fail to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- 21.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Delhi.
- 21.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 21.5 The arbitrator shall have full powers to review and/or revise, any decision, opinion, direction, certification or valuation of authorised person in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments out before our authorised person for the purpose of obtaining the said decision.

- 21.6 No decision given by our authorised person in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- 21.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

MAULANA AZAD EDUCATION FOUNDATION
(Ministry of Minority Affairs, Govt. of India)

SECTION 3
SPECIAL CONDITIONS OF
CONTRACT

REFERENCE NO. I (10)/4/MAEF/TH/2017

For

EMPANELMENT OF TRANSPORT
AGENCIES FOR HIRING VEHICLES
AND FINALISING RATES OF DIFFERENT CATEGORY OF
VEHICLES

For

MAULANA AZAD EDUCATION FOUNDATION
MAULANA AZAD CAMPUS
CHELMSFORD ROAD, NEW DELHI

SECTION-3
SPECIAL CONDITIONS OF CONTRACT

1.0 RESPONSIBILITY OF THE CONTRACTOR/AGENCY

- 1.1 The agency shall provide Delhi & other cities registered vehicles (Petrol/Diesel/CNG) of Model 2014 or later as per our requirement with well behaved /skilled drivers in proper uniform having knowledge of routes & minor repairs of cars and valid driving licenses. All the cars shall carry first aid box, Stepney and toolbox.
- 1.2 If the vehicle does not report at the requisitioned time or is not found in good condition or without proper documents, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- 1.3 In case of break down the contractor shall provide alternate vehicle of same category within failing which the touring executive(s) will be allowed to hire any vehicle and complete the journey and the amount thus incurred shall be recovered from the bills of the contractor.
- 1.4 All kinds of repairs / maintenance cost, charges of petrol, oil, lubricant, fee towards licenses/registration taxes such as road tax, permit fee etc., challans, salary/ overtime of the driver, insurance premium etc. are the responsibility of the contractor and shall be borne by the Contractor all along. MAEF will pay toll tax, parking charge and state passenger tax etc wherever incurred on submission of original receipt.

2.0 CONDITION OF VEHICLE :

- 2.1 The vehicles deployed during the contractual period at any point of time should be well maintained and in perfect running condition as per MAEF requirement with proper pollution check and valid documents.
- 2.2 The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions and other basic fittings / accessories like radio cassette player etc. for maximum comfort of passengers.
- 2.3 The upholstery and seat cover of vehicles should be properly dry cleaned on a fortnightly basis

3.0 QUALITY OF DRIVER:

- 3.1 The agency shall provide well -behaved , pleasant personality, well mannered and proper Hindi/Tamil or English speaking drivers in clean and proper uniform with valid driving license of minimum 05 years old.

- 3.2 The driver should also have some knowledge of car mechanism so that he could attend minor repairs and should be well conversant with the roads and routes in Delhi and adjacent areas. Drivers of vehicles must be provided with mobile phone.

4.0 **PENALTY**

The agencies shall be liable for penalties on contract price in the manner indicated below:

Sl. No.	Nature of default	% penalty of per day hiring charge of requisite vehicle	Mode of Deduction as penalty
1	Failing to provide vehicle after confirm booking	50 %	Deduction from Running Bill/ CPG
2	Late reporting (Beyond 30 Minutes)	10 %	-Do-
3	Indecent behavior of driver	10 %	-Do-
4	Improper condition of vehicle interior/exterior/ more than 2 yrs old vehicle.	15 %	-Do-
5	Driver with dirty uniform	10 %	-Do-

The above occurrence shall be reported within 24 hrs to the concerned agency as well as to Corporate Admin by the user for necessary action. The complaint will be examined in consultation with the agency by Corporate Admin. And its decision will be final and binding on the agency.

5.0 **VEHICLE REQUISITIONING & DUTY SLIP**

- 5.1 Booking made by authorized MAEF official(s) shall only be considered for purpose of payment.
- 5.2 The agency shall maintain the duty slip as per Proforma given for every trip/requisition. The duty slip should be got signed by the user, which would indicate the opening and the closing meter reading with time and date at the point of starting/ending the journey by the user. It should ensure that there is no overwriting in the duty slips. Tempering with the contents of the duty slips would be viewed very seriously. In no case duty slip without signature will be accepted for payment unless specifically intimated in advance.

6.0 **PAYMENT & REIMBURSEMENT**

- 6.1 The agency shall submit bills, in duplicate, **along with Electronic details of the same** within the first week of each month for the preceding month for release of the payment within 15 days of the month to the Admin Department complete in all respects along with duty slips and monthly

statement of journey. TDS as applicable shall be deducted from the bills of agency. Bill having cutting and over writing shall not be entertained. No advance payment shall be made under any circumstances.

- 6.2 The mileage from garage to garage shall be paid. The mileage from garage to the requisitioned destination and back to the garage shall be charged as per actual by shortest route.
- 6.3 Parking charges, Toll Tax, State Passenger Tax etc wherever incurred shall be reimbursed as per actual by MAEF on certification by the user on submission of documentary proof (original receipt).

7.0 PRICE VARIATION

- 7.1 The prices as agreed shall remain firm throughout the currency of the contract.

8.0 NON-AVAILABILITY OF VEHICLE

- 8.1 In case of non-availability of the vehicles owned by the bidder/contractor, the contractor may provide vehicles owned by others which conform to MAEF requirements. Upgraded models or higher category cars (of models not older than 2014) may also be provided at the same rates, terms and conditions with prior permission of MAEF.

9.0 METER TEMPERING

- 9.1 Agencies would ensure proper sealing of milometer. MAEF reserves the right to get the meter calibrated or checked at any time at its sole discretion. Tempering of meter reading and misbehaviour of driver shall be viewed seriously, leading to even cancellation/termination of contract and forfeiture of security deposit. In the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action.

10.0 STATUTORY REQUIREMENTS

- 10.1 The cars sent to our office on our requisition must have all relevant documents like registration Book/Driving license/Insurance/**Road tax Receipt/Permit for Passenger Taxi**/Pollution certificate etc. The vehicle should be licensed and shall have valid permits for plying in Delhi in case of local journey. The vehicle should conform to all Govt. rules and regulation being in force from time to time.
- 10.2 The driver should abide by the rules laid down by transport Authority or any

Authority relevant to the subject and should always strictly follow the Traffic rules and regulations so as to ensure safety of the passenger.

- 10.3 Compliance of all statutory obligations viz. Industrial Dispute Act, workmen's compensation Act, Contract labour (R&A) act, shall be ensured by the agency. The agency shall indemnify and shall always keep MAEF indemnified against any liability due to non-compliance of statutory obligations by the agency or any of its agents/servants/driver or for any reason whatsoever. The agency will be responsible for the conduct of their staff.

11.0 AWARD OF CONTRACT

- 11.1 The overall L1 bidder on the basis of total evaluated price for comprehensive scope of daily hiring and monthly hiring shall be recommended for award of Contract for empanelment and for hiring on monthly basis.

- 11.2 The contract will be awarded initially for a period 1 (one) year. However the contract can be extended for another year based on the satisfactory performance of the firm and acceptance of same terms & conditions.

PROFORMA- I
VEHICLE DUTY SLIP

A. Name of the agency **Date.....**
Mobile number of Contact Person

VEHICLE NO.	MAKE	FUEL MODE
Name of requisitioning officer		Petrol/Diesel/CNG

Address

Requisition date

B. Reporting place	Reporting time	Releasing place
--------------------	----------------	-----------------

KM Reading

- a) Opening reading at garage.....Opening time & date.....
- b) Opening reading at the reporting place.....Reporting time & date.....
- c) Closing reading at the releasing place.....Releasing time & date.....
- d) Closing reading at garage.....Closing time & date.....

Toll Tax & parking charges etc. paid. If any Rs.

Certificate: It is certified that the details as indicated at B above (b & c) for the vehicle no. _____ mentioned at A above have been verified & are correct.

C. State Passenger Tax, if any:

Signature of the employee User/ Indenter

Name:

Emp. No. :

Designation:

Booked by.....

MAULANA AZAD EDUCATION FOUNDATION
(Ministry of Minority Affairs, Govt. of India)

SECTION 4

FINANCIAL BID / PRICE BID

REFERENCE NO. I (10)/4/MAEF/TH/2017

For

EMPANELMENT OF TRANSPORT AGENCIES FOR
HIRING VEHICLES
AND FINALISING RATES OF DIFFERENT CATEGORY OF
VEHICLES

For

MAULANA AZAD EDUCATION FOUNDATION
MAULANA AZAD CAMPUS
CHELMSFORD ROAD, NEW DELHI

(This section has to be duly filled, stamped and submitted at the specified date and time to the proper officer as per the instructions given in Section – I and the covering letter to this document.)

PRICE SCHEDULE

NOTE:

- a) Travel to or from or within Delhi shall be treated as local journey.
- b) Kms. charges for hill area shall be same as that of plain area.
- c) Night stay charges for local or outstation journey shall be paid only if the vehicle is kept beyond 12.00 midnight.
- d) The price variation due to increase or decrease of rate of petrol shall be done as per Clause 5.0 of Special Conditions of Contract, Section-3.
- e) Minimum Km per day for outstation = 250 Kms.

PRICE BID

S.No.	DESCRIPITON	RATES (IN RS)				
	HIRING CHARGES FOR LOCAL JOURNEY					
		I-vtec	SX4	Dzire	Wagon-R	Innova
1	Daily basis upto 100 kms, 12 hrs (full day)					
2	Daily basis upto 50 kms, 6 hrs (half day)					
3	Charges for Extra Kilometer(per Km) for 1&2 above					
4	Charges for extra Hour					
5	Night stay charges (Per night) Local					
	OUTSTATION JOURNEY					
6.	Charges per Km					
7	Night Stay Charges per night					
	Applicable Taxes					
1	Applicable tax on total bill amount (Specify type of tax :)					
2	Other tax, if any					

Night stay charges for local or outstation journey shall be paid only if the vehicle is kept beyond 12:00 midnight.

Signature with Seal of Authorised Person

Name & Address of the Agency: _____

Name of the Contact Person with: _____
his Tel/Mobile No.

Dated:
Place:

PRICE BID

MONTHLY BASIS

Sl.No.	MONTHLY BASIS	RATE (In Rs.)
		AC Cars
1	Charges for - 2400 Kms per month & 12 Hrs. daily for 26 Days	
2	Charges for extra Kilometer (Per km beyond 2400 KMs)	
3	Charges for extra time beyond 12 Hrs. (Per hour – Per day)	
4.	Out station journey per Km-	
5.	Night stay charges (Per night) outstation journey	

Applicable Taxes

1	Applicable tax on total bill amount (Specify type of tax:)	
2	Other tax, if any	

Night stay charges for outstation journey shall be paid only if the vehicle is kept beyond 12.00 midnight.

Signature with Seal of Authorised Person

Name & Address of the Agency : _____

Name of the Contact Person with: _____
his Tel/Mobile No.

Dated:

Place: