

**ALL INDIA COUNCIL FOR TECHNICAL EDUCATION
(A Statutory Body of the Government of India)**

Nelson Mandela Marg, Vasant Kunj, New Delhi-110 070

Phone: 011-26131576-78, 80 **Website:** <http://www.aicte-india.org>

F. No.: 2(311)/ADMIN-III/2020-2021

Dated:15.02.2021

NOTICE INVITING e-TENDER

Request for Proposal for Hiring of Taxies on Daily and Monthly Basis for AICTE (HQ)

AICTE invites online e- bids in two bid system (Technical and Financial) from the eligible bidders for Selection of agency for **Hiring of DLY-Taxies on Daily and Monthly Basis for AICTE (HQ)** as per schedule attached through Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) Tender ID 2(311)/ADMIN-III/2020-2021). The last date of submission of e-Bids is **08th March, 2021 upto 17:00 Hrs.** and Technical Bids will be opened on **09th March,2021 at 11.00 Hrs** at AICTE HQs. Vasant Kunj New Delhi. For Further Details visit AICTE website:-<http://www.aicte-india.org> and Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>).

MEMBER SECRETARY



ALL INDIA COUNCIL FOR TECHNICAL EDUCATION
(A Statutory Body of the Govt. of India)

Vasant Kunj, Nelson Mandela Marg, New Delhi-110070

Notice Inviting e-Tender for Hiring of DLY-Taxies on Daily, Monthly basis and Pick and drop from IGI Airport, Railway Stations and Bus Stands, etc. for AICTE (HQ)

All India Council for Technical Education (AICTE), New Delhi invites online e-Tender under two bids system from reputed transporters who fulfil the norms prescribed by the Government of NCT of Delhi, Department of Transport for empanelment of hiring of DLY-taxi services (AC-Commercial Vehicles Only) on daily, monthly basis **as per schedule attached** to be used by Officials/Experts/Guests etc. of AICTE for a period of one year through **e-tendering system**. The bids may be uploaded online on Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>).

The schedule of e-tender is as under:

Sl. No.	Name of the e-tender	Estimated cost of the work	Date of release of tender through e-procurement system	Last Date & time for submission of online e-tender	Earnest Money Deposit required	Time & date for online opening of tender
1.	Hiring of DLY-Taxies on Daily, Monthly basis and Pick and drop from IGI Airport, Railway Stations and Bus Stands, etc. for AICTE (HQ) for one year	40.00 Lacs	15th February,2021 From 15.00 Hours	08th March, 2021 upto 15.00 hrs	NIL	09th March,2021 at 15.00 hrs

The tender document can also be downloaded from AICTE website i.e. <http://www.aicte-india.org>

The financial bids will be opened only of those bidder firms who qualify in the technical bid criteria fixed by AICTE.

Member Secretary,
(AICTE)

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

(A statutory body under Ministry of HRD, Govt. of India)
Nelson Mandela Marg, Vasant Kunj, New Delhi – 110 070



e-TENDER DOCUMENT FOR HIRING OF DLY-TAXIES

Part – A

TECHNICAL BID

e-Tender reference Number/ e-Tender I D Number	2(311)/ADMIN-III/2020-2021
Date of release of e-tender	15 th February, 2021 from 15:00 Hrs
End Date of submission of e-tender	08 th March, 2021 upto 15:00 Hrs
Date of Opening of Technical Bid	09 th March, 2021 at 15.00 Hrs
e-Tender Cost (in Rs.)	NIL
Name and Address of tendering Authority	Member Secretary, AICTE HQs, Nelson Mandela Marg, Vasant Kunj, New Delhi–110070

Phone: 011-29581028

Website: www.aicte-india.org



ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

(A Statutory Body of the Govt. of India)

Vasant Kunj, Nelson Mandela Marg, New Delhi-110070

Notice Inviting e-Tender for Hiring of Taxies on Daily and Monthly Basis for AICTE (HQ)

All India Council for Technical Education (AICTE), New Delhi invites online e-Tenders under Two Bids System in the prescribed Tender Document available on Central Public Procurement Portal (CPPP) (URL: <https://eprocure.gov.in/eprocure/app>) for hiring of DLY-Taxis from the eligible Tenderers meeting the eligibility criteria as stipulated in this Tender Document for a period of One year extendable mutually to such further periods not exceeding Twelve Months on the same terms & conditions on "as and when required basis" for the use of AICTE Officials/Guests/Experts for Delhi/ NCR.

1. The Tender document can be downloaded from Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>). Besides, Tender document can also be seen at AICTE website (www.aicte-india.org). Prospective tenderers who have not enrolled/registered with aforesaid portal shall have to enrol/ register themselves before participating through the website Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>)
2. No Earnest Money is to be deposited along with tender. (The EMD has been exempted vide Office Memorandum No.F.9/4/2020-PPD dated 12th November 2020, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, 512, Lok Nayak Bhawan, New Delhi.)
3. Bidder may give an undertaking as Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract., or to submit a performance security before the deadline defied in the request for bids document, they will be liable to suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invites the bids.**(Annexure-III)**
4. The last date and time for submission of the online Bids at Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) is **08th March,2021 upto 15.00** hrs and Technical Bids will be opened on **09th March, 2021 at 15.00 hours** at AICTE HQ.
5. AICTE reserves the right to accept or reject any or all Tenders and/ or to cancel the Tender Enquiry at any stage without assigning any reason/notice whatsoever.
6. Neither AICTE nor CPP Portal shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Tenderers end.
7. Tenders and supporting documents should be uploaded through the CPP portal. Hard copy of the tender document will not be accepted.
8. In case of any clarification tenderer can contact AICTE office on Phone: 011-29581028 during office hrs on working day.

Member Secretary (AICTE)

TENDER DOCUMENT FOR HIRING DLY-TAXIS

1. Introduction:

All India Council for Technical Education (AICTE), A Statutory body under Ministry of HRD, Govt. of India.

Objective of the Tender: Hiring of DLY-Taxis on “as and when required basis” by AICTE for the use of AICTE Officials/Guests/Experts for Delhi/ NCR for the period of one year.

2. Critical Dates:

(a)	Tender Publishing date and time	15th February, 2021 at 15.00 hrs
(b)	Document Download start date and time	15th February, 2021 at 17.00 hrs
(c)	Document Download end date and time	08th March, 2021 upto 15.00 hrs.
(d)	Online Bid submission end Date and time	08th March,2021 upto 15.00 hrs
(e)	Date and time of online Technical Bid Opening	09th March, 2021 at 15.00 hrs
(f)	Place of opening the Technical BID	Aryabhata Conference Hall, AICTE (HQ), Nelson Mandela Marg, Vasant Kunj, New Delhi– 110070

Note:(i) If the date fixed for opening of Bids is declared a holiday, the Tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.

(ii) Offers to remain open for acceptance up to 90 days from the date of opening of the Technical Bid. AICTE may at its discretion, extend this date by another 30 days and such extension shall be binding on the Service Provider.

(iii) If the date up to which the Tender is open for acceptance/submission is a holiday, the Tender shall be deemed to remain open for acceptance/submission till the next working day.

3. **Period of Contract:**

Contract shall be awarded initially for a period of One year extendable for a further period of one year on mutual consent on the same terms & conditions and same rates.

4. **Minimum Eligibility Criteria:**

- 4.1 The firm must have average annual turnover of Rs.30.00 lakhs per annum during the last 3 years, ending 31st March, of the previous financial years **(2017-18, 2018-19 and 2019-2020)**. CA certificate, Balance Sheet, Profit & Loss Account in support of turnover (along with Income Tax Returns of the relevant years) must be uploaded with the Technical Bid.
- 4.2 The garage of the Firm must be located within 15 Kms of Road Distance from AICTE (HQ), Nelson Mandela Marg, Vasant Kunj, New Delhi-110070.
- 4.3 The Firm must have at least 3 years of experience in the Tour and Travels Business in providing Vehicles/Taxies in the Government Departments/ PSUs/ Autonomous Bodies etc. with satisfactory service period should be between year **2018 to 2020. (Submit the experience certificate/Work order for relevant years as mentioned period i.e. 2018-2020 only)**
- 4.4 The Firm should have at least 25 vehicles of the type required.
- (a) **Small Car (Commercial) i.e., Indica, Santro, Wagan-R, Alto, etc. or equivalent (5 Numbers).**
 - (b) **Mini Sedan Car (Commercial) i.e. Indigo, Maruti Swift, Dzire, Esteem, Honda Amaze, Toyota Etios etc. or equivalent (10 Numbers).**
 - (c) **Exclusive Sedan Car (Commercial) i.e. Ciaz, Honda City etc.or equivalent (05 Nos.)**
 - (d) **SUV, Innova etc. or equivalent. (05 Numbers).**
- 4.5 The vehicles should be registered not before **03 years old from the date of uploading tender document on portal/website** in the name of the firm, associate partners or in the name of the owner of the firm thereafter, failing which offer will be rejected. The copies of the RCs of the DLY vehicles only registered are to be uploaded with the Technical Bid.
- 4.6 Experience certificates as per para 4.3 above, award letters and performance certificate issued by officers of the level of section officer and above should be uploaded with the Technical Bid.
- 4.7 The Firm should also have (i) Service, GST Tax No. and (ii) PAN No. Copies of Service, GST Tax No. and PAN No. are to be uploaded with the Technical Bid.
- 4.8 **A team of AICTE Officers will physically inspect the availability/ quality and infrastructure of vehicles and office of applicant before opening the financial bid.**
- 4.9 Registration certificate of business under Shop & Establishment Act, copy of previous three years Income Tax Returns, Copy of PAN number, GST Registration, as applicable,
- 4.10 The jurisdiction/location of the firm should be within the Road distance of 15 Kms. of AICTE (HQ), Nelson Mandela Marg, Vasant Kunj, New Delhi-110070.

Note: The financial bid of only those firms will be opened who fulfil all the above criteria and provide all the documents mentioned above in soft copy and hard copy along with technical bid.

5. **Disqualifications:**

- 5.1 Tenderers who have been blacklisted or otherwise debarred by AICTE or Central/State Govt. or any Central/ State PSUs /Statutory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions will be ineligible during the period of such blacklisting or for a period of five years whichever is earlier.
- 5.2 The contract entered into by the Tenderer with AICTE or central/state Govt. or any central/ State PSUs /Statutory Corporations has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the preceding five years.
- 5.3 The Earnest Money Deposit and/or Security Deposit of the Tenderer has not been forfeited or adjusted against any damages/compensation payable, in the case of any Contract entered into by the Tenderer with AICTE or central/state Govt. or any central/ State PSUs/ Statutory Corporations, during the preceding five years.
- 5.4 The Tenderer, its proprietor/any of its partners/ Directors/ Members of its Governing body has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more for an Offence involving moral turpitude.

6. **Scope of Work:**

Hiring of taxi services (AC-Commercial Vehicles Only) as per BOQ to be used by Officials/Experts/Guests etc. of AICTE for a period of one year through **e-tendering system**. The bids may be uploaded online on Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) The vehicles offered should be in good **running condition & should not be more than 03 years old from the date of uploading tender document on portal/website** . However, it may be noted that no definite volume of work to be performed can be guaranteed during the currency of the contract and no assurance can be given as to the quantum of above requirement. It shall be purely based on “as and when required” basis by the AICTE.

7. **Language & validity period of Tender:**

Tenders shall be submitted in English only. Tenders shall remain valid for acceptance up to 90 days from the date of opening of Tender. However, the Tender validity period can be extended by another 30 days at the sole discretion of AICTE which shall be binding on Service Provider. Offers of any Tenderer not kept open for the prescribed period shall be summarily rejected.

8. **Signing of Tenders:**

- 8.1 The authorized signatory of the Tenderer shall possess Digital Signature Certificate (DSC) for submission of tender documents and MTF. The DSC holder/authorized signatory signing the tender shall state in what capacity he is/ they are, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of a Registered Partnership firm, the names of all partners shall be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed along with duly executed Power of Attorney on a non-judicial stamp paper of appropriate value attested by a Notary (if applicable) shall be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.

8.2 The Digital Signature Certificate (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to submit a proper Power of Attorney duly executed on a non-judicial stamp paper of appropriate value attested by a Notary in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the Digital Signature Certificate (DSC) holder so signing the tender fails to upload the said Power of Attorney his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law.

8.3 The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The Power of Attorney duly signed should be scanned & uploaded.

9. Documents Comprising the Tender:

9.1 The tender shall comprise of **Part-A Technical Bid** and **Part-B Price/ Financial Bid** and all its **Annexures** and all **supporting documents** and **attachments**. The Bids complete in all respect including all attachments, annexures and supporting documents as prescribed in this Tender Document shall be uploaded by the authorized signatory as stipulated in the Tender. **Hard copy of the tender documents will not be accepted.**

9.2 The filled and signed attachments and supporting documents are to be scanned and uploaded at the space/packet provided in the CPP portal. The original Attachments from the successful tenderer will be collected at the time of awarding of the contract.

10. Earnest Money Deposit:

The EMD has been exempted vide Office Memorandum No.F.9/4/2020-PPD dated 12th November 2020, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, 512, Lok Nayak Bhawan, New Delhi.

11. Submission of Bids:

11.1 Tenders to be submitted online in two parts, viz., Technical bid and Price/Financial bid. Tenderer must submit their Bids well within the stipulated date & time and no opportunity shall be given to Tenderer to withdraw any offer at any stage after the submission of the Bids.

11.2 A Tenderer can submit only one proposal. If a Tenderer submits more than one proposal, all such proposals shall be rejected summarily.

11.3 The Tenderer shall not incorporate any condition in the Bids as conditional Bids/ Bids which are not submitted strictly in accordance with the Bid terms shall be rejected.

11.4 All supporting documents except tender document have to be scanned and uploaded in Technical Bid Part-A. Price/Financial Bid as per Part-B has to be scanned, encrypted and uploaded at the requisite places in the CPP Portal system. All the Annexures of the Tender document duly signed on each page by the Tenderer should be scanned and uploaded in the CPP Portal. The price/Financial bid format (Part-B) is provided in a spread sheet file, which is to be downloaded and the rates offered should be entered in the allotted space and uploaded after filling the relevant columns (such as rates & particulars of the bidder). The Price Bid/BOQ template shall not be modified/replaced by the Tenderer; else the Tender submitted is liable to be rejected.

- 11.5 As a condition precedent for issuing the acceptance letter, the successful Tenderer shall submit the hard copy of Tender document duly signed by the Authorized Signatory with self-attested copies of the supporting documents uploaded along with the Technical Bid within 7 days from the date of communication of AICTE advising the tenderer to furnish the same failing which his Offer is liable to be rejected.
- 11.6 While preparing the Technical and Price/Financial Bid, Tenderer is expected to provide correct and relevant information. If at any stage it is found that the information/ documents supplied by the Tenderer is incorrect/forged, AICTE reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of Performance Guaranty.
- 11.7 The Technical Bid shall not include any information sought in the Price/Financial Bid. All other tender documents except Price/Financial Bid shall be uploaded with Part –A Technical Bid.
- 11.8 The Technical Bid shall include the following:
- (i) All supporting documents except tender document have to be scanned and uploaded in Technical Bid. Price/Financial Bid as per Part-B has to be scanned, encrypted and uploaded at the requisite places in the CPP Portal System.
 - (ii) All the Annexures of the Tender document duly signed on each page by the Tendered should be scanned and uploaded in the CPP Portal.
 - (iii) Self-attested Scanned copies of Authority of Authorized Signatory/ Power of Attorney/ Partnership deed/ Memorandum of Association/Articles of Association/ Authority of BOD of a Company, Experience certificates, PAN Card & GST Registration Certificate etc. as the case may be and as stipulated in the Tender document.
 - (iv) The Digital Signature Certificate (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to submit a proper Power of Attorney duly executed on a non-judicial stamp paper of appropriate value attested by a Notary in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract
 - (v) Tenders which do not comply with these instructions shall be summarily rejected.
 - (vi) The Tenderer shall bear all costs associated with the preparation and submission of its tender. AICTE will in no case be responsible or liable for these costs, regardless of outcome of the Tendering process.
 - (vii) The Tenderers shall submit the Price/Financial Bid in prescribed format clearly indicating the rates in both figures and words, in Indian Rupees (INR), duly signed by the Authorized Signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail.
 - (viii) The rates quoted by Tenderer shall be applicable & firm throughout the period of the contract.
 - (ix) The AICTE is not responsible for non-submission of Tender within the specified date and time due to any reason.
 - (x) Service providers are requested to read the instructions contained therein carefully & meticulously for submission of tenders through CPP portal.
 - (xi) Any attempt by Tenderer to change the format of any appendix/annexure of tender document while uploading or any attempt to tinker with the software of the portal will render his bid document liable for cancellation and his subsequent blacklisting.

- (xii) Tender document not accompanied by all the Schedules/Annexures intact and duly filled in and signed shall be rejected.
- (xiii) The AICTE shall not be liable for any omission, mistake or error on the part of the Tenderer in submitting the Tender.

12. Modification and Withdrawal of Tenders:

- 12.1 Tenderer may modify and upload his Offers or any relevant document in the portal till the last date and time fixed for Tender submission, as published in the CPP portal.
- 12.2 Withdrawal of bids is not allowed, once bids are submitted. In case of withdrawal, the bids shall be considered cancelled.

13. Costs & Currency:

The Rates shall be made in Indian currency in both Figures and Words. Where anomaly exist between the rates quoted in words shall be taken as final & no representation shall be acceptable. The rates shall be inclusive of all levies and duties including GST etc.

14. Clarification on Offers:

To assist in the scrutiny, evaluation and comparison of offers, AICTE may, at its discretion, seek from any or all Tenderers clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing. AICTE reserves the right to ignore any minor omissions in the Tenders submitted by the Tenders such as missing signature on a page by the Authorized Signatory etc.

15. Modifications to Tender Documents:

- 15.1 The AICTE may at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the Bid document. Any corrigendum / addendum thus issued will be posted on the website Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) and also on the AICTE website (www.aicteindia.org) and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, AICTE may, at its discretion extend the due date for the proposal.
- 15.2 The AICTE at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as missing signature on the page, serial numbers, missing seal, Attestation etc. It is further clarified that no new Document shall be accepted.

16. Verification:

The AICTE reserves the right to verify any or all statements made by the Tenderer in the tender document, if need be by referring to the third parties and to inspect the Tenderers facilities.

17. Opening and Evaluation of Technical Bids:

The Technical Bids will be opened online at AICTE (HQ), New Delhi as per schedule indicated in the Tender and evaluated as per the Tender terms & Conditions and Instructions. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

18 **Opening and evaluation of Price/Financial Bids:**

18.1 Price/Financial Bids of only technically qualified Tenderer (s) will be opened online at the time and place for which separate Notice will be given to the technically qualified service providers. The technically qualified Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price/Financial Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

18.2 Price/Financial Bids will be opened by the Evaluation Committee appointed by AICTE. The Evaluation Committee, after determining whether the Price Bids are complete and without errors, shall determine the lowest Price/Financial Bid (L-1). The evaluation criteria has been given in the financial/price bid at the bottom. The five major heads have been enumerated and head wise weightage has been allocated. The L1 bidder will be worked out on the basis of sum of the total value of the lowest price quoted of all the five sub heads on the basis of weightage allocated.

19 **No Negotiation:**

AICTE shall not enter into any negotiation with any Tenderer, including Tenderer who has quoted L1 rates.

20 **Award of Contract:**

20.1 The contract will be awarded to the Lowest (L1) successful Tenderer by way of issuance of acceptance letter by AICTE by post/e-mail/hand delivery under acknowledgment and the Tenderer shall immediately act upon such acceptance letter. Acceptance conveyed by the AICTE will constitute the contract between the Tenderer and the AICTE.

20.2 This Contract shall come into effect from the date of issue of acceptance conveyed by the AICTE or such later date as may be specified in the acceptance letter.

21 **Security Deposit:**

21.1 The successful tenderer shall deposit an amount of **Rs.1,20,000/-** (Rupees One Lakh Twenty Thousand only) **i.e. 03% of tender value as Security Deposit/ performance guarantee** through Demand Draft/ Bank Guarantee of Nationalized Bank, New Delhi. The security/performance guarantee/bank Guarantee shall be deposit to Member Secretary, AICTE, New Delhi within seven days from the date of issue of acceptance letter awarding the contract.

21.2 If the successful Tenderer having been called upon by the AICTE to furnish the stipulated Security Deposit/Performance Guarantee fails to do so within the specified period, AICTE reserve the right to cancel the contract.

21.3 If the successful Tenderer had previously held any contract and furnished Security Deposit/Performance Guarantee, the same shall not be adjusted against this Tender and a fresh Security Deposit/Performance Guarantee in form of Bank Guarantee will be required to be furnished.

21.4 The Security Deposit/Performance Guarantee will remain with AICTE throughout the period of contract and three months thereafter and shall carry no interest at all.

21.5 If the successful Tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the AICTE to forfeit either in whole or in part, in its absolute discretion, the Security Deposit/Performance Guarantee furnished by the Tenderer or to appropriate the Security Deposit/Performance Guarantee furnished by the Tenderer or any part thereof and/or to invoke the Bank Guarantee in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the Council.

- 21.6 Save as aforesaid, if the Tenderer duly performs and completes the contract in all respects and presents "NO DEMAND CERTIFICATE" issued by AICTE (HQ), New Delhi, then AICTE shall not invoke Bank Guarantee (Security Deposit/Performance Guarantee) beyond deducting all costs and other expenses that the Council may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the Tenderer. The decision of the Council in respect of damages, losses, charges, costs or expenses shall be final and binding on the Tenderer.
- 21.7 AICTE shall be at liberty to reimburse themselves of any damages, losses, charges, costs or expenses suffered or incurred by it due to Tenderer's negligence and un work-man like performance of Services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the Tenderer under this or any other contract with the Council. In the event of such sum being insufficient, the balance of the total sum claimed and recoverable from the Tenderer as aforesaid shall be deducted from the Security Deposit/Performance Guarantee furnished by the Tenderer. Should this sum also be not sufficient to cover the full amount claimed by AICTE, the Tenderer shall pay to the Council on demand the remaining balance of the aforesaid sum claimed.
- 21.8 Whenever the Security Deposit/Performance Guarantee falls short of the specified amount, the Tenderer shall, make good the deficit so that the total amount of Security Deposit/Performance Guarantee shall not, at any time, be less than specified amount.

22 **Billing & Payment:**

- 22.1 No advance payment is payable by AICTE or its officials/Guests/Experts traveling in vehicles provided by the Tenderer. The payment will be made on monthly basis on submission of pre-receipted bills duly supported by Duty Slip and Log Sheet duly signed/verified by the concerned officers/ Bureau Head. The Log Sheet/ Log Book should be maintained properly mentioning Date, Time of Start, Initial Kms., Place Visited, closing Kms. and closing times at AICTE (HQ) or at the time of dropping the officials/Guests/Experts. The log Sheet/ book should be duly verified by the Concerned Officer/ Bureaus/ Guests/ Experts will only be entertained, otherwise no payment will be made. The daily log sheet must have the secret code/ copy of the e-mail sent by AICTE.
- 22.2 Payment shall be made by way of NEFT/RTGS to any Account in New Delhi in INR for which necessary bank details shall be provided by the Tenderer. Statutory deductions, as applicable, will be made by the AICTE from the bills. AICTE will release the undisputed payments within 30 days of receipt of bill complete in all respects. However, delay in making payment for whatsoever reasons will not attract any interest. The deduction if any will be deducted from the bills.
- 22.3 **It will be the responsibility of the driver to get the Log slips signed by the officer/ staff/guests or their authorized on a day to day basis. Log slips should be complete in all respects in terms of start kilometre, end kilometre, distance covered, opening time, closing time, destination etc. The log slips/duty slips should contain the following details: -**
- A. **Reporting time to AICTE/Official**
 - B. **Destination to be visited.**
 - C. **Total KM run and total time lapsed during the trip**
 - D. **On duty slip pick up & dropping time must be mentioned.**
 - E. **Star rating must be given by the user on duty slip.**

*	Poor	(One Star)
**	Average	(Two Star)
***	Good	(Three Star)

**** Very Good (Four Star)

***** Excellent (Five Star)

The bill should be submitted with in one-month time i.e. the bill of preceding month may be submitted by the end of next month otherwise AICTE will not be responsible for delay in the payment and will be released after the approval of the Competent Authority.

23 **Termination:**

23.1 In the event of the Tenderer having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the AICTE shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the Tenderer any resultant loss sustained or costs incurred by the Council.

23.2 The AICTE shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Tenderer of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the Security Deposit/Performance Guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Council due to the Tenderers negligence or deficiency or un work-man like performance of any of the services under the contract. The Tenderer shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the AICTE shall be final and binding on the Tenderer.

24 **Indemnity:**

The Tenderer shall indemnify AICTE and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Tenderer in respect of the services provided etc., whatsoever. All regulatory provisions conserving insurance, EPF, etc. shall be the responsibility of the tenderer and AICTE shall not be made a party to any litigation on such courts.

25 **Publicity:**

Any publicity by the Tenderer or any commercial document submitted to any authority by the Tenderer in which the name of AICTE occurs, either directly or indirectly, shall be done only with the express written permission of AICTE.

26 **Notices:**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID(s) followed by written confirmation duly signed by authorized signatory.

27 **Liability of the Tenderer:**

The Tenderer shall be solely responsible for the personnel, if any, engaged by him during the course of the contract and shall ensure that all statutory obligations as applicable to such workmen prevailing in India shall be strictly complied with, including payment of Minimum Wages, payment of Bonus, Gratuity, medical facilities, rest room, toilets, canteens, stipulated working hours etc., and shall maintain such Registers and file Returns and submit contributions as applicable as the case may be

and such Registers shall be made available to AICTE or its authorized officers at any time during the tenure of the contract. The Tenderer shall keep AICTE indemnified from all liabilities, penalties levies, fees etc., and in the event AICTE put to any such liabilities the same will be recovered from the Tenderer.

28 Law governing contract & Resolution of Disputes:

The AICTE and the selected Tenderer shall make every effort to resolve amicably, by direct discussions, any disagreement or dispute arising between the parties under or in connection with the contract. **Any unresolved dispute sole arbitrator will be appointed with the consent of both parties by giving a notice of 30 days. The arbitration proceeding will be conducted as per the provisions contained in the Arbitration and Conciliation Act, 1996 (as amended from time to time and in force when the proposal is made). The venue of the arbitration proceeding will be at New Delhi and they will be in English language. Both the parties will bear the expenses on the arbitration proceedings equally.**

If the dispute/disagreement still remains unresolved in that event the aggrieved party can move the Courts of Law at New Delhi to get the same adjudicated.

This Contract shall be governed by the Laws of India for the time being in force.

29 Special conditions governing Contract.

29.1 The vehicles to be provided shall not be older than Three years and shall be in excellent running condition. The seat should be covered with neat and good quality seat covers. No payment will be made if the vehicle is found in dirty or shabby condition.

29.2 The vehicles to be provided shall meet all the prescribed norms under the Motor Vehicles Act & Rules there under and the norms prescribed by the Appropriate Government, Department of Transport for Taxi/Hired Vehicles.

29.3 The Firm/Service Provider should be able to provide AC DLY-Taxis at a short notice (within 15-30 minutes) failing which AICTE will be at liberty to make alternate arrangements at the Risk & Cost of the Firm. For regular requisitions the DLY-taxi must reach the destination 30 minutes in advance.

29.4 The Tenderer shall provide DLY-Taxies (vehicles having valid taxi permits).

29.4.1 Mileage will be counted / start from AICTE HQ/place of reporting of vehicle designated place / point where the taxi is asked to report for duty where the meter reading will be noted till the place /point of releasing the vehicle.

29.4.2 No advance payment will be paid by AICTE. The Payment will be made only for those Log slips which have been signed by the user, Official/Guests/Experts of AICTE using the vehicle or their authorized signatories.

P.S. It will be the responsibility of the driver to get the Log slips signed by the officer/ staff / guests or their authorized on a day to day basis. Log slips should be complete in all respects in terms of start kilometre, end kilometre, distance covered, opening time, closing time, destination etc.

29.4.3 No mileage will be allowed for lunch / tea of the Driver and the Driver should carry his own lunch.

29.4.4 Actual Toll Tax, Entry tax during intra / inter – state journeys, parking charges will be reimbursed upon production of original receipts along with log slips.

29.5 The firm / service provider shall not assign or sublet the work or any part thereof.

The vehicles provided should be able to ply in Delhi NCR and outstation as per requirement of AICTE.

- 29.6 The Drivers deployed by the Firm/service provider shall wear uniform with photo identity cards at all times during duty and shall carry valid driving license, Badge & permit to drive Taxi etc. and shall be well behaved, and well conversant with the traffic rules/ regulations and city roads/ routes. The necessary certificates like Road Tax, Pollution certificate, Permits, Registration certificates etc. should be available in all the vehicles.
- 29.7 The Firm/service provider shall have a provision to take the bookings round the clock; the drivers should always carry mobile phones.
- 29.8 The journey to the destination and back shall be undertaken by the shortest route possible open for traffic. In case of breakdown of any vehicle during official duty, it shall be the responsibility of the service provider to provide a replacement immediately. If the vehicle is becoming out of order on the way, then transporter is bound to provide an alternative vehicle immediately to the officer/guest within 15-30 minutes, otherwise officer is free to hire other taxi and charges paid will be deducted from regular bills of agency. In case vehicle does not report on time/ does not report at all, the council would have a right to hire a vehicle from the market & the additional cost incurred by the Council will be borne by the Transport Operator.
- 29.9 During the course of deployment of the vehicles to AICTE, if any harm, injury or loss due to accidents etc., is caused either to the vehicle or to the third party, or the driver of the vehicle, AICTE will not be responsible in any way. Any liability and expenditure arising out of any such accident or event will be the sole responsibility of the Tenderer.
- 29.10 That the Tenderer shall at his cost take necessary insurance cover in respect of the aforesaid services rendered to AICTE and also provide insurance cover to passengers. The drivers engaged by the Tenderer for rendering the services under this agreement shall be the employees of the Tenderer for all intents and purposes and that the persons so deployed shall remain under the control and supervision of Tenderer.
- 29.10.1 The Tenderer and in no case shall a relationship of employer and employee between the said persons and the AICTE shall accrue/arise implicitly or explicitly and the service provider shall keep the AICTE indemnified against all claims whatsoever in respect of the Drivers deployed by him under this agreement. Any litigation claims etc. raised by the personnel of the Tenderer has to defend by the tenderer at his cost and resolved and safeguard the interest of AICTE, failing which AICTE will be constrained to defend the same at the cost of the Tenderer.
- 29.10.2 The Tenderer shall comply with all statutory provisions Rules/Regulations/ Instructions that may be applicable and incidental to the services offered by them under this contract and shall further keep the AICTE indemnified from all acts of omissions, faults, breaches and / or any claim, demand, loss, injury, decree/judgment, expenses/liabilities arising out from the non-compliance of any statutory provisions/instructions failing which AICTE will be entitled to recover such losses from the Tenderer's monthly bills / Security Deposit/Performance Guarantee other legal remedies available to the AICTE
- 29.10.3 In the event of failure of the Tenderer to provide the Vehicles at the time & place requisitioned by the AICTE, without prejudice to the generality of the foregoing and other legal remedies available to the AICTE under the Contract, liquidated Damages @ Rs.500/- per day per vehicle requisitioned will be levied from the Tenderer subject to upper ceiling of Rs.10,000/-during the contract period, which the parties to this contract agree as a reasonable and genuine pre-estimate of the losses.

- 29.10.4 The agency shall bear all cost on account of fuel, oil, spares comprehensive insurance, repair and maintenance etc. of the vehicle, salary of the driver and other costs, if any, shall also be borne by the agency.
- 29.10.5 The contract can be terminated by either party by giving one month's notice. In case of any violation of the terms of contract, the contract may be terminated without assigning any reason. In case of non-satisfactory service provided by the agency to AICTE, the contract will be terminated and Security Deposit/Performance Guarantee will be forfeited.
- 29.10.6 The transporter must have valid VAT, GST, IT, PF, ESI etc. certificates as applicable to the transporter as per norms of transport department GNCTD from time to time.
- 29.11 An agreement will be executed on Rs.100/- non-judicial stamp paper.
- 29.12 Director (Admin.)/Transport Officer or any other officer designated by the Council in writing will alone be competent to hire vehicles under this agreement.
- 29.12.1 Tax, if any, must be paid by the transporter for sending taxies to adjoining areas and out station in case, it is required by the Council.
- 29.12.2 A certificate may be produced by the transporter from the competent authority to certify proper status/functioning of the "Kilometre" provided on the vehicle. If it is found defective any time, the recovery of the whole month will be made against that vehicle.
- 29.12.3 Parking charges will be paid by the Council of the vehicle on AICTE on Official Duty on the place mentioned in the Log sheet.
- 29.13 A penalty of an amount of Rs.1,000/- (Rupees One Thousand Only) will be imposed if the vehicle provided to AICTE become defective during the duty hours or due to other reasons and same will be deducted from the regular bills.
- 29.14 The jurisdiction/location of the firm should be within the road distance of 15 Kms. of AICTE (HQ), Nelson Mandela Marg, Vasant Kunj, New Delhi-110070.
- 29.15 In case of any dispute, the legal jurisdiction will be New Delhi, only.
- 29.16 The firm should have experience of providing service to the Govt. departments, PSUs, State Governments, Delhi and should provide the satisfactory service providing certificate for last three years.
- The AICTE, reserves the right to disallow a part or full payment against any bill, if any of the general or special conditions, is violated.
- 29.17 The vehicle may be provided after receipt of e-mail, message on mobile, or secrete code issued by Admin Bureau or other Bureaus/Cells of AICTE day to day basis. The code may be mention on the log sheet. The bills only be passed only on the vehicle called by Admin Bureau or other Bureaus/Cells, as per above procedure.
- 29.18 "Arbitration: All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator appointed by AICTE with the mutual consent of the other party. Matters to be arbitrated upon shall be referred to a sole arbitrator. The arbitrator shall be appointed within a period of thirty days from date of receipt of written notice/demand of appointment of arbitrator from either party.

- 29.19 The decision of sole arbitrator shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi/ New Delhi. The parties agree to comply with the awards resulting from arbitration and wave their rights to any form of appeal in so far as such waiver can validly be made.
- 29.20 Rules governing arbitration proceedings: The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.”
- 29.21 No Escalation in price as agreed is permissible due to rise in fuel cost.

30 **Bids Securing Declaration**

Bidder may give an undertaking as Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract., or to submit a performance security before the deadline defied in the request for bids document, they will be liable to suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invites the bids.(Annexure-III)

OFFER LETTER FROM THE TENDERER

From

Full Name of Tenderer _____

Address _____

Phone No. _____ Fax _____

Email id: _____ Website _____

To,

Member Secretary,

All India Council for Technical Education (AICTE),

Nelson Mandela Marg,

Vasant Kunj, New Delhi – 110 070

Dear Sir,

1. With reference to your e-Tender ID No. **2(311)/ADMIN-III/2020-2021** having examined and understood the instructions and all the terms and conditions forming part of the tender, I/we submit the e-tender under Two-Bid system for hiring of DLY-Taxies to AICTE, New Delhi.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page no. _____ {Including all documents like annexure(s), schedule(s), etc.}, which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the Tender document. We also understand that the AICTE is not bound to accept the offer either in part or in full and that the AICTE has right to reject the offer in full or in part without assigning any reasons whatsoever.
3. I/We agree to keep the offer open for acceptance up to and inclusive of 90 days from the date of Bid opening and to the extension of the said date by another 30 days in case it is so decided by AICTE. I/We shall be bound by communication of acceptance of the offer dispatched by AICTE within the time stipulated in the Tender. I/we also agree that if the date up to which the offer would remain open is declared a holiday for AICTE, the offer will remain open for acceptance till the next working day.

4. I/We agree to furnish Security Deposit / Performance Guarantee as stipulated in the tender and put in place the necessary services within seven working days of acceptance of the Tender.
5. I/We do hereby declare that the entries made in the Tender are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.
6. I/We do hereby declare that we have not been blacklisted or otherwise debarred by AICTE or Central/State Govt. or any Central/ State PSUs /Statutory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (*)

OR

I/We hereby declare that we have been blacklisted/debarred by _____ (here give the name of the Department/Agency) for a period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given) (Strike out whatever is not applicable).

7. I/We hereby declare that the contract entered into by the Tenderer with AICTE or central/state Govt. or any central/ State PSUs /Statutory Corporations has not been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the preceding five years.
8. I/ We hereby declare that the Earnest Money Deposit and / or Security Deposit of the Tenderer has not been forfeited or adjusted against any damages / compensation payable, in the case of any Contract entered into by the Tenderer with AICTE or Central / State Govt. or any Central / State PSUs /Statutory Corporations, during the preceding five years.
9. I/We hereby declare that the Tenderer, its proprietor/any of its partners/ Directors/ Members of its Governing body has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more for an Offence involving moral turpitude.
10. I/We hereby declare that I/We have not incorporated any condition(s) in the Tender and we have not made any deviation(s), modifications or changes to the prescribed Tender document.
11. I/We certify that all information furnished by the Tenderer is true & correct and in the event that the information is found to be incorrect/untrue, the AICTE shall have the right to disqualify the Tenderer without giving any notice or reason thereof and/or summarily terminate the contract and/or blacklist the Tenderer for a minimum period of five years without prejudice to any other rights that the AICTE may have under the Contract and Law.
12. The EMD has been exempted not Office Memorandum No.F.9/4/2020-PPD dated 12th November 2020, Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, 512, Lok Nayak Bhawan, New Delhi.

**(Name, signature & seal of the
Authorized signatory of the Tenderer)**

PARTICULARS OF TENDERER

1.	Name of the Tenderer	
2.	Office Address with Tel./ Fax/ Mob. Nos./ e-mail	
3.	Nature of the Firm i.e., whether Proprietary, Partnership, Ltd. Company etc.	
4.	Names & Addresses of Proprietor, All Partners, All Directors etc. of the Tenderer	
5.	Garage Address with Tel./ Fax/ Mob. Nos./ e-mail	
6.	Name of the Contact Persons authorized to deploy taxis with Tel./ Fax/ Mob. Nos./ e-mail	
7.	Details of at least 25 DLY-taxis over which the _____ Tenderer is having control/tie up so as to enable providing such cars to the AICTE (indicate Model, Registration No., name of owner etc.)	Small _____ Mini Sedan _____ Exclusive Sedan _____ SUV _____
8.	PAN No. of Tenderer	
9.	GST Registration No.	
10.	Experience: _____ Relevant experience of Tenderer during the Immediate preceding 3 years (Furnish Experience Certificate in support of Above)	
11.	No. of Drivers employed by Tenderer	
12.	Details of Tenderers Bank Account, with RTGS/NEFT Code.	
13.	Form of Bid-Securing Declaration	
14.	Road distance of Garage from AICTE HQ, Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070	

(Authorized Signatory)

FORM OF BID-SECURING DELCARATION

(The Bidder shall fill in this Form in accordance with the instructions indicated)

Dated:-_____

To,

**Member Secretary,
All India Council for Technical Education,
Nelson Mandela Marg, Vasant Kunj,
New Delhi-110070**

Bid No. _____

Ref: Tender document No. _____

Dated _____

We, the undersigned declare that:

We know that the bid should be supported by a Bid Security declaration in accordance with your conditions.

We accept to automatically be suspended from being eligible for bidding in any contract in All India Council for Technical Education (AICTE) for a period of 3 years from the date of opening of Bid. If we are in breach of our obligation(s) under the bid conditions, because we:

After having been notified of the acceptance of our bid by the Contracting Authority within the period of bid validity:

- 1) We failed or refused to furnish a Performance Security in accordance with the Condition of the tender document of Tender No.

OR

- 2) We failed or refused to sign the contract.

We know that this Bid-Securing Declaration will expire, if contract is not awarded to us, upon

- 1) Our receipt of your notification to us of the name of the successful bidder or
- 2) Twenty-eight days after' the expiration of our bid or any extension to it

We know if we are a Joint Venture (JV), securing declaration Should be in the name of the Joint Venture (JV) submitting the bid. If the Joint Venture (JV) is not legally constituted at the time of bidding, the Bid-Securing Declaration will be in the name of all partners named in the Joint Venture (JV) agreement.

Dated this _____ Day of _____

For and on behalf of M/s _____

Address: - _____

Signature _____

Name _____

**In the Capacity of
(DULY AUTHORIZED TO SIGN THE BID)**

(Note: In case of a Joint Venture (JV), the Bid-Securing Declaration must be in the name of all partners to the Joint Venture (JV) that submits the bid.)

PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the CPP Portal using valid Digital Signature Certificates (Both Signing and Encryption). Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal. For more information bidders may visit the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>)