



भारत 2023 INDIA

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ONE EARTH • ONE FAMILY • ONE FUTURE



AI ENGINEERING SERVICES LIMITED

Tender No. AIESL/DEL/PPMM/23-24/23040

AI Engineering Services Limited

Engineering Department

AI ENGINEERING SERVICES LTD.

IGI Airport, Terminal -2,

New Delhi – 110037.

Ph: 011- 25667831

website : www: <https://www.aiesl.in>

NOTICE INVITING TENDER

Tender No. /date

Tender No. AIESL/DEL/PPMM/23-24/23040

Dated: 12th July 2023

Due Date: 24th July 2023

Tender Subject :

AI Engineering Services Ltd (AIESL) invites sealed bids for Tender for Hiring of Transportation Services of Newly Purchased AC CNG fitted Maruti Ertiga or equivalent with Driver/s for movement of Aircraft staff within Delhi/NCR (NAC to AFS Hindan)

For further details and downloading of Tender documents, please visit Website: <https://www.aiesl.in/Tender.aspx>. Clarifications/corrigendum (if any), shall be hosted only on this website, 07 days prior to opening of the tender and no separate intimation for the amendment/ extension of due date, shall be sent to the bidders. Prospective bidders should keep visiting this website, till close of the tender.

S/d

Dy. General Manager (E-PPMM)



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TENDER SCHEDULE		
1	Tender No. /date	Tender No. <u>AIESL/DEL/PPMM/23-24/23040</u> Dated: 12 th July 2023
2	Tender For	Hiring of Transportation Services of Newly Purchased AC CNG fitted Maruti Ertiga or equivalent with Driver/s for movement of Aircraft staff within Delhi/NCR (NAC to AFS Hindan)
3	EMD Amount	Rs.15,000/- submitted in form of BANK DD.
4	Contact Period	02 years, further extendable for 01 year
5	Tender Fee	There is no tender fee
6	Last date for queries by the bidder's	17 th July 2023.
7	Due Date for tender submission	24 th July 2023 14:00 Hrs (Submission of bids (both Techno-commercial and Price bids))
8	Opening of Technical Bids	24 July 2023 14:30 Hours
9	Opening of Price bids	To be announced at a later stage.

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Tender No. AIESL/DEL/PPMM/23-24/23040	AI Engineering Services Limited

REQUEST FOR QUOTATION

Hiring of Transportation Services of Newly Purchased AC CNG fitted Maruti Ertiga or equivalent with Driver/s for movement of Aircraft staff within Delhi/NCR (NAC to AFS Hindan)

“AI Engineering Services Limited”, hereafter called as “AIESL” invites sealed / closed Public Tenders under two bid system i.e. Techno-commercial Bid-Part A and Price Bid-Part B for the subject Services as per terms and conditions of the tender documents. Prospective bidders may quote as per tender documents.

1 Tender document comprises the following:

S.No.	Description	Annexure
(i)	General Terms & Conditions	Annexure-I
(ii)	Eligibility Criteria for the Bidders	Annexure-II
(iii)	Requirement, Scope of Work & Technical terms	Annexure-III
(iv)	Techno-commercial Bid Form –Part-A	Annexure-IV
(v)	Performa for filling experience details as required in eligibility criteria of the Tender	Annexure-V
	Performa for filling experience details as required in eligibility criteria of the Tender	Annexure-VI
(vi)	Performa for filling details of owning commercially registered vehicles.	
(vii)	Performa for filling details of owning commercially registered vehicles.	Annexure-VI
(viii)	Performa for submission of undertakings	Annexure-VII
(ix)	Performa for submission of Non-disclosure agreement from the bidder	Annexure-VIII
(x)	Format for Authorization letter for attending bid opening	Annexure-IX
	Price Bid Form Part B	Annexure-X

2 The tender document can be downloaded from “AIESL” website: www.aiesl.in.

3 **Contact for clarifications regarding requirement, Scope of work**

Mr. Ashok Satti

Dy. GM (Engg)

AI Engineering Services

IGIA Terminal -2,

New Delhi-110037

Email: ashok.satti@aiesl.in : drdo.camo@aiesl.in

Phone: 011-25667429

4 **How to submit tender:**

Tenders are invited in Two Bid system. Therefore, tender(s) be sealed / closed in separate envelopes containing and super scribing as under

A. **Technical Bid Envelope - I (sealed/closed)**

- (i) Shall contain duly filled, signed & stamped "Technical Bid - Part A – Annexure - IV
- (ii) “EMD” DD or Bank Guarantee – valid for 165 days from the date of opening of Tech. Bid –Part-A (if not eligible for exemption/rebate).
- (iii) Duly filled, signed & stamped Annexures - V, VI, VII & VIII, together with self-attested required documents as per Techno-commercial Bid Form.
- (iv) The envelope shall be super scribed with Technical Bid Part A / Tender

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No: AIESL/DEL/PPMM/23-24/23040, Dated- 12 July 2023 Due Date: 24 July 1400 Hrs).

B. Price Bid Envelope-II (sealed/closed) :

Shall contain duly filled, signed & stamped Price Bid - Part B, Annexure - X. The envelop shall be super scribed with Price Bid / Tender No : AIESL/DEL/PPMM/23-24/23040, Dated- 12 July 2023, Due Date: 24 July 2023

C. Master Envelope-III (sealed/closed)

(i) Shall contain both the above (**sealed / closed**) envelopes (I & II).The master envelope should also be securely sealed/closed and be super scribed with "Quotations for Tender No : AIESL/DEL/PPMM/23-24/23040, Dated- 24th July 2023, Due Date: 24 July 2023.

(ii) Bidders name and address should be written at one of the corners of all the envelopes for identification purpose.

D. Submission of Tender;

Tender should be addressed to Dy. General Manager (E), PPMM, AI Engineering Services Limited, New Delhi-110037, and be dropped in the Tender box no-3.

O/o DGM- PPMM, NAC, TERMINAL- 2, IGIA, New Delhi-110037

5 Bidders who wish to attend Tender opening may do so OR send their representative with authorization letter on their company letter head as per Annexure-IX duly signed & stamped by their authorized signatory for presenting the same to the Tender Committee at the time of opening of the Tender at above address, time and date.

6 “AIESL” reserves the right to reject any tender in part OR full OR annul the whole Tender process without assigning any reason and without any liability on the part of AIESL, whatsoever.

S/D

Dy. General Manager (E-PPMM)

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Annexure-I

General Terms and conditions

- 1 Abbreviations used :
 'AIESL' as used in the Tender document means "AI Engineering Services Limited".
 'SD' means "Security Deposit" for performance of services rendered under contract.
 'PBG' means Performance Bank Guarantee for satisfactory performance of services during contract period.
 'DD' means "Demand Draft"
 'BG' means "Bank Guarantee"
 'LOA' means Letter of Acceptance.
- 2 'Contract' means the Service Contract for "Transportation Services as per requirement of vehicles and the scope of work given in the Tender and as signed between 'AIESL' and the successful Bidder.
- 3 A. The 'Bidder' / 'Bidder' and /or 'Party' /
 'Transporter', as used in the Tender document, shall mean the one who has signed the Tender Form and submitted the quotation in response to the Tender.
 B. The "Successful Bidder" or "Service Provider" as used in the Tender document, shall mean the one who has been declared as
 - i) Lowest bidder,
 - ii) Whose tender is under consideration for award of Letter of Award (LOA)
 - iii) Received Letter of Award (LOA)
 - iv) Awarded Contract for commencement / execution of services.
- 4 It is further clarified that any individual signing the Tender or other documents in connection with the Tender must certify whether he signs as :
 - i) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - ii) A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. Alternatively, the Tender should be signed by all the Partners.
 - iii) Constituted attorney of the firm, if it is a Company.
 - iv) Authorized signatory of the firm.
- 5 The Technical Bids shall be evaluated on the basis of details and documents provided by the Bidders in Envelope (i) containing DD/BG for, EMD, Check List, documents in support of Eligibility Criteria.
- 6 The Price Bids of only technically qualified Bidders/Parties shall be opened at a later date for which separate information shall be sent to such technically qualified parties. No intimation shall be sent to technically disqualified parties.
- 7 During technical evaluation process, No correspondence / communication shall be entertained on the status of the bids.
- 8 Tenders should be filled in prescribed forms only and be duly signed and stamped.
- 9 Technical Bid prepared by the Bidder, shall contain all requisite information along with self-attested supporting documents as per details given in the Techno-commercial Bid-Part A.

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- 10 (i) Price Offered should be valid for **120** days from the date of opening of the Technical bids, for consideration of ‘AIESL’.
- (ii) All prices be clearly written / typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the Bidder. In case of any discrepancy, the amount written in words shall be considered as final for the purpose of evaluation of the Price Bid.
- 11 Bidders are advised to study the Tender document carefully. Submission of Bid, shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.
- 12 Bids should be unconditional. In case of any condition, the Bid shall be treated as disqualified and shall be rejected.
- 13 The Tender and resultant contract is **CONFIDENTIAL** and anything contained in this document, shall not be disclosed in any manner, whatsoever. The undue publicity by the bidder regarding confidential process of the Tender, may result in the rejection of their bid /**contract**.
- 14 **UNDERTAKINGS by the Selected Bidder :**
- (i) All the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and rules made there under shall be complied with, if the same are applicable to the successful Bidder. In particular, if the said Act is applicable to the successful Bidder, he/she shall obtain the required licenses under the Contract Labour (Regulation & Abolition) Act 1970 from the concerned Labour Authorities within 30 days of obtaining LOA/ Agreement as the case may be at his own cost and initiative and deposit a copy with “AIESL” at the time of commencement of the work.
Necessary Form-V shall be furnished by “AIESL” on request from the Service Provider.
- (ii) The Bidder must give an undertaking that all the registrations under statutory provisions such as Provident Fund Act / ESI Act/ Bombay welfare labour act etc. as applicable to the manpower shall be obtained, if applicable at the initiative and at the cost of the bidder.
- (iii) The Bidder must give an undertaking that all the requisite, registrations and licenses under all the applicable local State and Central Taxes Law & Acts such as GST/ESI / PF/ Service Tax / Income Tax Act / Shop & Establishment Act / Insurance Act / Motor Vehicle Act etc. as applicable from time to time, shall be adhered to and maintained up to date, as & if applicable, on such services, The same shall be produced for verification/checking of “AIESL” or to a third party authorized by ‘AIESL’ / any Agency of Govt. of India.
- (iv) The Bidder would also provide an undertaking that on the spot checks can be conducted by “AIESL” / third party authorized by “AIESL”, anytime for verification of quality of work / antecedents/ credentials etc. The shortcomings found, if any, are to be overcome within the given time failing which “AIESL” shall be at liberty to impose penalty/ cancel the contract.
- 15 **For Execution of Contract.**
The Bidder must give an undertaking that on award, the contract shall be executed within 30 days from the date of acceptance of the LOA.

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16

For Prequalification Criteria:

The Technical qualification of Bidder and award of Work would be subject to compliance of the Eligibility Criteria the tender, Terms and conditions & Undertakings as specified in the Tender and the LOA/ contract would be withdrawn, if these requirements are not fulfilled. It will be imperative for each Bidder to fully acquaint himself with the local conditions and factors, which may have an effect on the performance of the resultant Contract and/or the cost.

- (i) Tender documents sent through Post or Courier will be at the risk of the Bidder and 'AIESL' will not be responsible for any loss OR non-receipt OR late receipt of the Tender documents.
- (ii) Tenders received after due date / time will not be entertained / considered. If Tender Closing / Opening date is declared a Holiday by Delhi Office of 'AIESL', the Last date for submission / Opening date will automatically stand extended to 14:00 Hours of the next working date.

17

Bidders shall give the official mailing Address, email and Phone numbers to which all correspondences shall be sent by 'AIESL'. Also if address is changed, the same shall be intimated to 'AIESL' immediately.

18

When deemed necessary, "AIESL" may seek clarifications on any aspect from the Bidder.

19

"AIESL" Reserves The Right To Accept Or Reject Any/ Or All Bids Partially /Complete the Tender process and reject any OR all the bids at any time prior to the award of Contract without incurring any liability to the affected Bidder(s)/Bidder(s) OR without any obligation to inform the affected Bidder(s)/Bidder (s) on the grounds of such annulment / rejection.

20

Amendments and clarifications; will be informed separately.

21

Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

22

Sub-contracting :

- (i) The Bidder / Bidder shall not sub-contract the work or any part thereof, to any other person, concern, firm or company.
- (ii) Sub-contracting without the approval of "AIESL", may lead termination of the contract with immediate effect without any liability on "AIESL" and also without prejudice to any other rights which "AIESL" may have against the Bidder under the Contract.

23

Claims for damages :

- (i) The successful bidder shall be solely responsible for the acts and deeds of staffs deployed by him / her for AIESL duty. "AIESL" will, in no way, be responsible for violation of any rules / regulations / instructions of AIESL officials and OR concerned Govt. agency / Airport Agency and /or for any loss or damage caused by the staff to any employee of "AIESL" and /or to third party and any such loss or damage shall have to be compensated / borne by the bidder / his / her staff.

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- (ii) “AIESL” shall promptly notify the Bidder of any claims / deficiency on the part of the staff/ bidder arising under /out of the Contract.
- (iii) In case the Bidder, having been notified by “AIESL”, fails to take remedial action within the stipulated time, “AIESL” may take a remedial action at the “risk & cost” of the Bidder. In this case, and in case of repeat default by the Bidder, “AIESL” may terminate the Contract without prejudice to any other rights which “AIESL” may have on the Bidder under the Contract.

24 **Supervision and monitoring of duties of staff and daily work schedules**

Supervision and monitoring of Staff on duty and vehicle maintenance schedules etc shall be the responsibility of the selected bidder. Therefore, the bidder must have a provision for supervision and effective management of the contract without any extra cost to ‘AIESL’.

25 **Award of Contract, Acceptance, commencement & Signing of agreement :**

The award of contract to the selected bidder, shall be subject to fulfilment (in addition to eligibility criteria and the undertakings) of the following conditions :

- i) The selected bidder will be awarded based on evaluation and has to convey acceptance within 7 days from the date of the LOA.
- ii) The selected bidder shall deploy the vehicles within 15 days from the date of acceptance of the LOA OR as specified in the LOA.
- iii) The selected bidder has to execute an agreement of terms & conditions of the contract with “AIESL”, on Rs.100/- non-judicial Stamp Paper, within 30 days of his acceptance of the LOA.

26 **Exit Clause / Termination of the Contract:**

The contract may be terminated under the following circumstances:

- (i) “AIESL” may, at any time, terminate the Contract with immediate effect by giving written notice to the Bidder, if the Bidder becomes bankrupt OR otherwise insolvent, provided that such termination will not prejudice OR affect any right of action OR remedy which has accrued OR will accrue thereafter to “AIESL”. In this case, no compensation shall be made available to the Selected Bidder.
- (ii) In case of unsatisfactory performance OR breach of any of the clauses of the Tender/ contract, “AIESL” shall issue a written notice of 30 days to the party to rectify the breach and improve the performance failing which “AIESL” shall be at liberty to terminate the contract without any further notice to the party. The bidder/party shall not have any right to dispute or question the judgment of “AIESL”, on its unsatisfactory performance.

Change of circumstances / operations etc:

- (iii) In case of change in the circumstances /operations etc, “AIESL” shall have the right to terminate the contract by serving a **30 days** written notice to the selected Bidder. In this case, the Bidder shall not have any right to claim damages/ compensation from “AIESL”.
- (iv) The successful bidder shall also be at liberty to terminate the Contract by providing to “AIESL”, a **90 days written notice**. However, the Bidder shall comply with and continue to discharge, all the contractual obligations during the notice period and thereafter, till the termination date. **The successful Bidder who exercises the option**

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of this exit clause will not be allowed to participate in any tenders of AIESL for a minimum period of 3 years.

- (v) On termination of the contract, the Service Provider shall arrange to pick up their vehicles from AIESL premises, failing which AIESL shall not be responsible for any theft / loss/ damage / fire etc.
- (vi) In case, of any delay by the service provider in this regard, “AIESL” shall have a right to recover the incidental costs, if any.

- (vii) The selected bidder, who defies the exit clause, will however, not be allowed to participate in the immediate next one tender floated for the same/similar jobs.

27

Rejection of Bids (Techno-commercial Bid & Price Bid) :

The Technical & Price Bids received in response to this Tender, will be rejected forthwith without evaluation of the Tender response on the following grounds :

- (i) If the Techno-commercial Bid and / or the Price Bid has been received after due date and time.
- (ii) If only the Techno-commercial Bid has been received and the Price Bid has not been received, and vice versa.
- (iii) If the Techno-commercial Bid and / or the Price Bid have been received by fax or email.
- (iv) If the Techno-commercial Bid and / or the Price Bid have been received unsigned / incomplete.
- (v) If the Techno-commercial Bid and / or the Price Bid have been received in an open condition.
- (vi) If the Techno-commercial Bid has been received without EMD ,then bidder is ineligible for rebate of EMD, as per MSME order 2012.
- (vii) If the Techno-commercial Bid has been received without EMD OR if the EMD is lesser than the amount specified OR if the EMD has been submitted in a mode other than as specified in the Tender.
- (viii) Tenders, not accompanying required information and documents are liable to be rejected. Any request for subsequent submission of any information / documents may not be entertained.
- (ix) Bids from competitor airlines or its subsidiaries are not invited and if received, shall be rejected.
- (x) Conditional bids (Technical/ Price bid) would not be accepted and shall be rejected.
- (xi) Bids not filled in the manner and as per formats, shall be rejected.
- (xii) Bids not fulfilling the pre-qualification criteria as specified in the tender shall be rejected during Technical evaluation.

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- (xiii) In case both the tender forms Part-A (Technical Bid) & Part-B (Financial Bid) are not sealed/closed separately and are received in a single sealed/closed cover.
- (xiv) If the Tender given in a different name.
- (xv) Ineligible bids shall not be entertained and the decision of AIESL in this regard would be final. No correspondence in the regard will be entertained.

28 **Evaluation of Bids :**

(i) **Technical Bids:**

The Technical Bids would be opened first & evaluated for compliance of 'Pre-qualification Criteria' as specified in the Tender. "AIESL" may seek required information, documents etc. at any time from the bidder, as & if it may consider necessary for the purpose of evaluation of the bids.

(ii) **Price Bids :**

- a. The Price Bids of only technically suitable Bidders, who qualify the 'Pre-qualification Criteria' of the Tender, would be opened on a later date.
- b. The date and time of opening of the Price Bids, would be intimated in advance to the technically qualified bidders only to participate in the opening of the Price Bids OR to send their authorized representatives to witness opening of the Price Bids.

29 **Queries from the bidders during Evaluation of Bids:**

During the process of the evaluation of bids, no queries shall be entertained from the bidders with regard to the status of the bids.

30 **Technically Disqualified Bids:**

- (i) Price bids of the technically disqualified bidders would be returned to them after finalization of the Contract, under intimation and against acknowledgement from the bidders.
- (ii) In case, a bidder fails to collect the Price Bid within the stipulated time of 30 days, the bid shall be shredded in "as is where is" condition after expiry of 30 days' time.

31 **Extension of closing date / due date/ time of Tender :**

The date / time for submission of bids and opening of Technical Bids-Part A, may be extended at any time, at the sole discretion of "AIESL".

32 Tender Fee : There is no Tender Fee

33 **Earnest Money Deposit (EMD) :**

- (i) The bidder will furnish along with Technical Bid-Part A, EMD of Rs 15,000/- in the form of DD/Pay order drawn from a Scheduled/Nationalized Bank in favour of "AI Engineering Services Ltd." payable at New Delhi.

(ii) **Exemption from EMD :**

As per Govt of India Gazette Notification No. 5031, dated 26.3.2012, MSME's registered with District Industries Centres / KVIC's/ KVIB's/ Coir Board/ NSIC/Directorate of Handicrafts and Handloom or any other body specified by Micro, Small & Medium Enterprises (MSME), are exempted from payment of EMD. Valid certificate of registration with as above, must be provided by the bidder(s) seeking exemption of EMD. Public Sector units/Central/State Govt. undertakings/units registered with central purchase organization (eg. DGS&D) will be exempted from submission of EMD.

- (iii) Not eligible under clause ii) above, Tenders received without EMD or lesser amount of

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EMD or received in different mode, will be rejected.

- (iv) EMD so deposited shall not carry any interest.
- (v) In case, the selected bidder refuses to accept the LOA/Contract OR fails to abide by any terms of the Tender/fails to commence the work within stipulated time, EMD shall be forfeited.
- (vi) In case of selected bidder, EMD can be adjusted in SD as a special case.
- (vii) In case of unsuccessful bidders, EMD shall be refunded without interest, within a reasonable time after finalization of the Tender.

34 **Security Deposit (SD) :**

- (i) The selected bidder, on award of LOA/ Contract, shall deposit, and continue to maintain for the entire period of agreement plus three months more time, a sum equivalent to 3% of the value of Contract as estimated by “AIESL”. The SD may be in the form of current valid DD/ Banker’s cheque / ‘BG’ from a Scheduled/Nationalized Bank.
- (ii) The SD has to be deposited at the time of commencement of the contract but positively before submission of 1st Bill.
- (iii) In case, SD is not deposited in time, the bills shall not be processed for payment.
- (iv) In case of breach of Contract OR violation of any terms of the Contract, the SD may be forfeited.
- (v) The SD shall not bear any interest, and shall be refunded without interest only on successful completion of all the contractual obligations.

35 **Applicable Rates & Validity :**

- (i) Rates to be quoted in INR, as per the format given in the Price Bid Form Part B only. Any deviation in format OR if rates quoted are conditional, the same shall be out rightly rejected.

(ii) **Inclusions:**

The rates offered /finalized by the selected bidder shall be inclusive of Cost of vehicle(s), all Govt. Taxes/ Levies, Insurance cost, Road Tax, fuel cost, drivers’ salary, provision for Uniform/ Name Badges, Training cost, Air side permit, substitution cost (if any) etc, supervision cost, contract management fee etc. (if any).

(iii) **Exclusions:**

The GST on applicable rates and State tax/MCD/DIAL/GMR Levy/Toll Charges (if any) on contract, are excluded. These would be reimbursed, if applicable, together with the monthly bills on submission of proof of payment.

(iv) **Rate Negotiation:**

It is not the general practice of “AIESL” to carry out Post Tender Negotiations. Therefore, Bidders are advised, in their own interest, to submit their best quotes in response to this Tender. “AIESL”, however reserves the right to carry out negotiations after evaluation of Price bids in exceptional cases with the L-1 bidder.

- (v) **Special Powers to “AIESL” :**

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In case there is a tie between two selected bidders, AIESL shall have a right to ask both the bidders to offer revised bid in the sealed envelope. The L-1 out of the revised bids, shall be entitled for award of the contract.

(vi) **Validity of Rates :**

Rates finalized & agreed will be valid for the entire contract period of Two (02) years extendable further for a period of One (01) year subject to satisfactory performance of the contractor/service provider which may be extended further for a period of three months on the same rates, terms & conditions at the discretion of AIESL. Continuity of the contract shall depend on the satisfactory performance of the contractor.

36 **Revision of Rates during contract period :**

(i) **General :**

No request shall be entertained for increase of Rates, during the validity of the Contract and extensions, if any, under any circumstances except for in case of escalation in the cost of Fuel (CNG/Petrol).

(ii) **Revision of rates due to escalation/ de-escalation of Fuel(CNG/Petrol) rates :**

a. The escalation / de-escalation, shall be appropriated with difference of fuel with respect to base rate of fuel as prevalent at the time of application of the tender. present rates of fuel (CNG/Petrol) shall be indicated in the Financial Bid –Part B.

b. The escalation /de-escalation due to change in fuel rates, shall be reviewed quarterly basis and any increase /decrease in fuel cost, beyond $\pm 5\%$ shall only payable/ recoverable by taking standard fuel consumption/ output as under :

- i) A.C. CNG Maruti Ertiga or equivalent -..... Kms per Kg
- ii) Present Rate of CNG in Delhi is Rs.....per Kg.
- iii) Present Rate of Petrol in Delhi is Rs.....Per Litre.

(iii) **Revision due to increase in Govt. Taxes/ levy :**

Not applicable in this case, since GST is reimbursable @ as applicable from time to time.

(iv) **Revision due to Increase in Minimum wages of staff :**

Not applicable in this case. This contract is for providing Transportation Services and not for engagement of manpower. Therefore, increase in the minimum wages, shall not be applicable to this contract.

37 **Period of Contract / PO :**

(i) The initial contract period will be of Two (02) Years extendable for another period of one (01) year subject to satisfactory performance of Contractor/Service Provider which may be further extended for a period of three (03) months at the same rates, terms and conditions on the discretion AIESL. The continuity of the contract shall depend on satisfactory performance of the service provider which shall be reviewed from time to time. The observations of “AIESL” on performance shall be unchallengeable and final.

(ii) The validity of contract comes to an end IPSO FACTO by efflux of time unless or otherwise renewed / terminated.

38 **Payment of Bills:**

(i) No advance payment shall be admissible in any case.

(ii) The selected bidder/contractor shall submit duly certified bills by user to the Finance Deptt, AIESL, together with meter reading of the vehicle for previous month (Kms on 1st of the month & Kms on the last day of the month), attendance of the driver during the

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month, certificate of satisfactory service from the user department every month, for payment.

- (iii) Finance Deptt shall pay monthly bills by an A/C payee cheque / ECS / NEFT / RTGS clearance within **30-45** days of submission of the Bills for the undisputed amount.
- (iv) Necessary deductions at source, towards applicable income tax/contract tax etc. shall be done as per rule and as applicable from time to time.
- (v) Delay in payments on account of wrong billing / incomplete billing / late submission of the bills etc, shall be the responsibility of the Service provider.
- (vi) The Bidder/Contractor shall maintain a Log Book indicating details of day & date wise running of vehicle, duly signed by shift in-charge of respective User Deptt for certification of usage on daily basis. AI Engg. Services Limited will have the right to pursue these details for verification of bills submitted by the service provider.

39 **Recovery of Sum Due:**

- (i) Whenever under the contract any sum of money is recoverable from the Service Provider, “AIESL” shall be entitled to recover such a sum by appropriating in part OR full from the SD, already deposited by the Service Provider.
- (ii) In the event of the said SD being insufficient, the balance OR the total amount recoverable, as the case may be, shall be deducted from any sum due to the Service Provider, under this, OR any other contract. Should this amount be insufficient to cover the amount recoverable, the Service Provider shall pay to “AIESL”, the balance amount, within 30 days of the demand by “AIESL”.
- (iii) If any amount due to the Service Provider, is set off from the SD, the Service Provider shall deposit fresh SD equal to the original value, immediately and in any case, not later than 15 days of intimation sent by “AIESL”.

40 **Indemnification of claims/damages or penalty by the bidder/ Service Provider**

- (i) The Bidder shall indemnify to “AIESL” against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving the Driver / vehicle deployed.
- (ii) “AIESL” will not be responsible for any injury sustained by the Driver(s) during performance of their duty and also any damage OR compensation due to any dispute between the service provider and its driver(s).
- (iii) Any expenditure incurred by “AIESL” to handle the incident / accident by the Driver deployed, shall be reimbursed by the Bidder failing which the same shall be recovered from the SD/ pending OR future bills of the Bidder.

41 **Indemnification for compliance of Statutory Obligations by the bidder:**

- (i) The selected bidder shall indemnify , AIESL to discharge its obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act,1952, the Employees State Insurance Act,1948, Contract Labour (Regulation & Abolition) Act,1970,Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act,1928, the Payment of Wages Act,1936, the Workmen’s Compensation Act,1923, and other relevant Acts, Rules & Regulations, instructions, etc. issued/ enforced from time to time.
- (ii) On commencement of the contract, the selected bidder shall continue to have valid PF and ESI Code Nos and records of Driver(s) deployed, till conclusion of the contract.
- (iii) The Bidder, shall deposit ESI and PF contributions (both employee’ subscription

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and the employer's contribution), if applicable, before its due date **but not later than 15th of the following month** in respect of driver(s) deployed and keep a proof of same.

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Verification of credentials :

- (i) The selected bidder should ensure verification of character and antecedents of their Driver(s) through Local Police before deployment to "AIESL", since "AIESL" is a "protected industry" and Indian Airports are "protected areas".
- (ii) The selected bidder shall furnish a copy of Police verification of Driver(s) deployed, with their photograph to Dy. GM (E) AIESL, IGIA T-2, New Delhi-110037 for record purpose.
- (iii) The selected bidder shall issue photo identity cards to the Driver(s) deployed on "AIESL" duty. The Driver(s) shall carry and show the ID Card, as and when demanded by Police/ CISF/AIESL Security.
- (iv) The selected bidder shall arrange at its own cost & initiative, the APRON driving permit to the drivers, and BCAS passes for the Driver(s) and Vehicles also (if required). The Driver(s) shall carry and show the ID Card/ BCAS Passes, as and when demanded by Police/ CISF/AIESL Security.

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Benefits/Preference for Micro & Small Enterprises (MSEs):

- (i) As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No.503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to AIESL the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.
 - a. District Industries Centres (DIC)
 - b. Khadi and Village Industries Commission (KVIC)
 - c. Khadi and Village Industries Board
 - d. Coir Board
 - e. National Small Industries Corporation (NSIC)
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME
- (ii) MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
- (iii) The MSEs registered with District Industries Centres must submit the 'Acknowledgement of Entrepreneur Memorandum (EM) Part-II' along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- (iv) The Micro & Small Enterprises not registered for the particular trade/item for which the tender is relevant, would not be eligible for exemption/preference.
- (v) The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- (vi) The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- (vii) **Exemption from submission of Earnest Money Deposit (EMD)** – The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).

EMD is nil for such parties.

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- (i) **Price Preference** – The MSEs registered with above mentioned agencies/bodies for the tendered item and quoting price within a price band of L1 + 15 percent shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from other than a MSE and such MSE shall be allowed to supply up to 20 percent of total tendered quantity. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply shall be shared proportionately (to tendered quantity).
- (ii) **Preference for MSEs owned by Scheduled Castes or Scheduled Tribes** – 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such MSE to participate in tender process or meet tender requirements and L1 price, 4 percent quantity for MSEs owned by SC/ST entrepreneurs shall be met from other MSEs.
- (iii) **Preference for MSEs owned by Scheduled Castes or Scheduled Tribes (the “SC/ST MSE”)**-Within above given 20% (twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs, if they participate in the Tender process and match the L1 Price. Provided that, in event of failure of such SC/ST MSE to participate in Tender process or meet Tender requirements and L1 Price, the aforementioned four percent of the Tender services/value reserved for SC/ST MSE shall be met from other MSEs. MSEs would be treated as owned by SC/ST entrepreneurs:
 - a. In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
 - c. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
- (iv) Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units and all such facilities would be extended to these also.

44 **Distribution of Business:**

The bidder is required to bid for the total tendered quantity/requirement i.e for all types of vehicles viz Maruti Ertiga or equivalent and is required to give a confirmation in the “Technical Bid – Annexure IV” that they have sufficient capacity to supply the tendered quantum of vehicles required as per AIESL requirement.

45 **COMPLIANCE OF SECURITY REGULATIONS**

- (i) The Bidder should obtain the requisite approval from Delhi International Airport Ltd. (DIAL)/GMR and Bureau of Civil Aviation Security (BCAS), Government of India before commencement of the work, as it has been made mandatory for any Ground Handling Agency carrying out functions in the restricted areas of Indian Airports (if required).
- (ii) The Bidder/Service Provider/Contractor shall ensure that all the safety and security regulations of AIESL, BCAS, DIAL /GMR or any other agency associated with airport activity are strictly adhered to and complied with by personnel deployed.
- (iii) Any violation of security regulations and indulging in illegal activities by his personnel will be at the cost/risk of Bidder/Bidder/Service Provider.
- (iv) The Bidder/Service Provider should ensure verification of character and antecedents of his personnel by Police before deployment, since AIESL is “protected industry”. Every employee's photograph, copy of Police verification of character and antecedents and Contractor's undertaking to be furnished to Security Department.

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- (v) The Bidder/Bidder/Service Provider shall provide at his own cost proper uniform (as approved by AIESL) with High visibility jackets for the personnel deployed, who shall wear uniform while on duty and identity card issued by the Bidder.
- (vi) The personnel so deployed must be in possession of photo identity cards provided by the Tender under his signatures, company's name and seal to be shown when demanded by /AIESL officials.
- (vii) The bidder shall be responsible for arranging PICs/Entry passes/Apron Driving Permits for their personnel/vehicles for entry to the Airport premises from concerned authorities like DIAL/BCAS at their own cost and get antecedents of personnel verified from police and other concerned authorities before their training by DIAL.
- (viii) The bidder must ensure that their employees do not misuse PIC / AEP (if issued).
- (ix) The Bidder should have a system to surrender the expired / lapsed / terminated employees AEP /Entry Pass to the issuing Authority
- (x) Any lapse noticed on the part of Bidder/Bidder/Service Provider/Contractor or Bidder's/Bidder's/Service Provider's employee involvement in theft/pilferage/malpractices, shall be inquired into by AIESL security/other officials and suitable action including legal proceedings initiated for breach of Contractual liability and also it will attract penal provisions of law.
- (xi) The Bidder/Contractor/Bidder/Service Provider shall take responsibility for good conduct of its/his/her employees in AIESL premises / airport. If any of the Bidder's/Bidder's/Service Provider's/Contractor's employees is involved in any theft/pilferage of property of AIESL Passenger/ Passenger Baggage/ cargo consignments/ /AIESL property also in their areas of Work as assigned by AIESL, AIESL reserves the right to impose penalty on the Contractor apart from initiating or provide assistance in the legal ramifications.
- (xii) The Bidder/Bidder/Service Provider/Contractor shall also be responsible for getting all necessary clearance, if any, from all Govt. Agencies/Legal Authorities from time to time.
- (xiii) It will be the responsibility of the Bidder/Bidder/Service Provider/Contractor to ensure that no unauthorized personnel other than those deployed specifically for the Work gains access to the premises where the services are to be provided.
- (xiv) The Bidder/Bidder/Service Provider/Contractor should obtain security clearance to comply with requirement of Rule 92 of Aircraft Rules 1937 (amended in 2004) from the BCAS Hqrs, New-Delhi before commencement of the work (if required).
- (xv) The Bidder/Bidder/Service Provider/Contractor shall ensure compliance of the following regarding Airport Entry Permits:
 - a. The Bidder/Bidder/Service Provider/Contractor shall ensure that no person, who has retired/left the work on his own or has been terminated from service or whose period of Contract has expired shall retain the Airport Entry Pass issued to him for legitimate function at the Airport.
 - b. It shall be the responsibility of Bidder/Bidder/Service Provider/Contractor that NOC is not issued to an employee who has retired/left the work on his own or has been terminated from service unless the Airport Entry Pass issued to him is returned to the authorized signatory of the concerned Department/Agency.
 - c. It shall be the responsibility of the Bidder/Bidder/Service Provider/Contractor to retrieve Airport Entry Passes from the person who has retired/left the work on his own or has been terminated from service or whose period of services has expired and deposit such Airport Entry Passes with the issuing authority within 10 days after retirement/resignation/termination of their employee (s).
 - d. Any deviation from the above-mentioned instructions i.e. failure to return Airport Entry Passes within 10 days of retirement, resignation, termination of any

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employee, would render defaulter and action would be initiated by the issuing authority.

46 **Interpretation:**

In the event of any difference in the interpretation of any of the clauses of the Service contract / Agreement and /or the Tender document, the clarification given by the Dy. GM (E) “AIESL”, shall be final and binding.

47 **Relationship:**

The relationship shall be on ‘Principal to Principal Basis’. Nothing contained shall be construed or interpreted as constituting a partnership agency or joint venture or any association between the parties. Neither party, shall have any right, power or authority to enter into any agreement or act in any manner on behalf of the other. Employees of Contractor/Service Provider shall not be treated as employees of AIESL.

48 **Arbitration:**

Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Contract / Service Agreement or validity or the breach thereof, which despite best efforts cannot be amicably settled between the parties, shall be referred to “SCOPE FORUM OF CONCILIATION AND ARBITRATION-GOVT OF INDIA, NEW DELHI” and the award made in pursuance, thereof shall be binding on the parties to the arbitration.

49 **Jurisdiction**

The construction, interpretation, validity and performance of this Contract/Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between “AIESL” and Service Provider, whatsoever shall be subject to the Jurisdiction of New Delhi / Delhi Courts Only.

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Annexure-II
Eligibility Criteria for the Bidders :

The prospective bidder(s) should be experienced and resourceful “Service Providers” fulfilling the following eligibility criteria.

- 1 The Bidder should not be any competitor MRO OR its subsidiary Company.
(Must)
- 2 The Bidder must be a Firm / Company registered under the Indian Co.’s ACT 1956 or Indian Companies Act 2013 or Proprietorship or partnership firm etc.
- 3 The Bidder must have at least Two years’ experience of providing same or similar Transport services on 24x7 basis to Govt. Deptts. / PSU’s/ reputed institutions etc after January **2021**. **(Must)**

Note: Details of experience should be filled up in Annexure-V and PO copies/ agreements with satisfactory performance certificate (issued by the user) for each order, be attached with the annexure-V & be submitted with Techno-commercial Bid as proof of the experience failing which tender shall be liable for rejection.

- 4 The Service Provider Agency/Bidder may require Security Clearance from ”Bureau of Civil Aviation Security” (BCAS) for issuance of AEP’s (Airport Entry Permit) for their Drivers/Officials. **(If required)**
- 5 The Service Provider must ensure compliance of “Bureau of Civil Aviation Security” guidelines and must be conversant to back office functioning of Airport Operator and BCAS. After award of LOA the service provider has to ensure ADP/PIC from BCAS/DIAL/GMR for commencing the operation within 30 days of issuance of LOA failing which the EMD of the party will be forfeited **(if required)**.
- 6 The Bidder must own minimum **4 (Four)** commercially registered Passenger Vehicles (Maruti Ertiga or equivalent) after January **2022**, in the name of the Proprietor, Partner, Firm/ Co. **(Must)**

Note : Details of vehicles should be filled up in a separate sheet and self-attested copy(s) of R.C’s, Insurance, Permit must be provided with Technical Bid-Part A.

- 7 The Bidder should have a working office in Delhi / NCR for execution, monitoring/ supervision and management of the contract. **(Optional)**
Note : In case, the Bidder is not having a working office in Delhi/ NCR at the time of application of the Tender and in case, he/she turns out a selected bidder, then he/she has to open a working office in Delhi / NCR, within 30 days of accepting of the LOA/ Contract.
- 8 The Bidder must be an income tax payee and should furnish PAN Registration No. **(Must)**
- 9 The Bidder must have Average Annual Financial Turnover of Rs. **10 lakhs** during last 2 Financial years, ending 31st March i.e. 2020-21, 2021-22. **(Must)**
Note: Self-attested & CA certified copy(s) of Income Tax Returns, Profit & Loss a/c, Balance sheet for the Financial Years 2020-21, 2021-22, must be provided with Technical Bid-Part A.
- 10 The Bidder must have GST registration, at the time of application of the Tender. **(Must)**
- 11 Possession of ESIC and PF registrations is optional at the time of application of the Tender. However, if applicable to such services, the successful bidder shall obtain the same within 30 days of being notified by AIESL and shall submit a copy to AIESL. **(Optional)**

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Important Points for attention of the prospective Bidders:

- a. For example, if PAN/PF/ESI & GST Registration are not applicable at the location where the Bidder is located and/or if the Bidder is not having the required number of manpower for PF Registration that does not mean that exemption of PAN/PF/ESI / TIN/ GST registrations will be allowed to the Bidder for the subject Tender.
- b. Copy(s) of documentary proof as required above must be furnished along with Technical Bid-Part A. Replies such as 'Applied for' OR 'Under Process' shall not be acceptable under any circumstances.

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Annexure-III

A REQUIREMENT OF VEHICLES / SCOPE OF WORK:

The present requirement is for Tender for Hiring of Transportation Services of Newly Purchased AC CNG fitted Maruti Ertiga or equivalent with Driver/s for movement of Aircraft staff within Delhi/NCR (NAC to AFS Hindan).

S.N	Department	Type of vehicle required.	No. of vehicles	Approx. monthly running (Kms)	Rate for extra Running
1	Dy GM–E, DRDO/IAF Engineering Deptt., NAC	AC Maruti Ertiga or equivalent	1	12 Hrs per day X7 days a week basis for 3600 Kms per month	Kms and Hours

B TECHNICAL TERMS AND CONDITIONS :

The Service Provider Agency/Bidder may have Security Clearance from “Bureau of Civil Aviation Security” (BCAS) for issuance of AEP’s (Airport Entry Permit) for their Drivers/Officials at the time of submission of tender. **(Optional)**

1. Vehicles deployed should be new, maintained neat and clean both internally and externally & in good and road worthy condition all the time with neat and clean upholstery.
2. The timings of deployment of the vehicles, may vary depending upon the requirement which would be conveyed suitably. If required, the vehicle may be called on Holidays also. Changes in time, if any, may be communicated with a short notice. Duty timing will start and end at the time of reporting at NAC.
3. The vehicle must be commercially registered with RTO, Delhi and NCR and **should not be registered earlier than 01.01.2022.**
4. Any vehicle registered in the name of any serving AIESL Employee or his/her family members shall not be deployed against the requirement of this tender.
5. No private registered Vehicles should be included and the same will not be allowed to be used after award of the contract.
6. The transporter must provide Vehicles, within 30 days’ from the date of acceptance of the LOA/ contract.
7. The transporter should be in a position to meet, additional requirements of similar Vehicles of above category at short notice, as and if required.
8. In the event of breakdown of vehicle(s) for any reason whatsoever, immediate replacement by similar Vehicles will have to be provided by the contractor failing which a penalty shall be imposed in addition to reimbursement of all expenses incurred by ‘AIESL’ in this regard.
9. **Designated Representative:**
The transporter shall nominate a designated representative with mobile phone to coordinate and liaise 24X7 basis with Shift In charges, Engg / MMD, Terminal II, Delhi.

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10. **Services / Dispute redressal between Drivers / contractor:**

- a. The contract is for providing transportation services only and not for engagement of any staff deployed for running the fleet. Such staff shall be on the duty of the transporter operator and under no circumstances shall be deemed to be on the duty of 'AIESL'. AIESL shall have no relationship or nexus of any kind whatsoever with such staff deployed by you. Such staff shall not be entitled to claim any right, privilege or benefit from 'AIESL' and in the event of any such claim, the transporter undertakes to indemnify 'AIESL' for any loss or damage financial or otherwise. The responsibility for discipline of the employees, in case of any complaint from 'AIESL' or staff, shall be solely that of the transporter. The transporter shall comply with all the laws, rules, regulations, etc. applicable to him in respect of his employees and the Vehicles and any breach thereof shall render the contract liable to cancellation.
- b. 'AIESL' is neither responsible nor liable to pay any compensation for injury/death caused to Transporter's operating staff in the event of any accident while on 'AIESL' duty. Transporter will make his own arrangements to meet such eventualities as per existing Government rules/regulations.
- c. In case of injury or loss of life to our staff/passenger while traveling in Transporter's Vehicle, transporter shall make arrangements to pay suitable compensation in accordance with law for the time being in force to each and every one of our affected staff or their legal heirs depending upon the merits of each individual case. Insurance claim & settlement shall be time bound and the sole responsibility of the transporter.
- d. In case of any third-party claim against 'AIESL' for any act of the employees of the transporter, the transporter shall act as guarantor and indemnify 'AIESL' to the extent of all claims and expenses. Besides normal insurance for the staff/passenger, the transporter shall arrange additional insurance, open coverage policy for the entire period of agreement. In case of any loss or damage to luggage of staff/passenger traveling in Vehicle, Staff/passenger must be suitably compensated.
- (v) Any Material left behind in Vehicle must be immediately informed and promptly returned to our office. For any loss or damage to the material in the Vehicle, should be suitably compensated for the same forthwith by the transporter failing which 'AIESL' shall be entitled to recover adjust the same against the rentals payable or any security deposit with 'AIESL'
- (vi) The essence of the contract will be on qualitative/satisfactory services. Any complaint on account of unsatisfactory services of Vehicles or drivers will be liable for such penalty as may be considered reasonable by 'AIESL'

17. **Cleanliness of the Vehicles:**

At any given time, the Vehicle should be kept neat and clean, both inside and outside in serviceable and presentable condition. Cleanliness of Vehicle must be properly maintained. In no case, the driver should be allowed to smoke/eats/drinks while driving the Vehicle or to bring blankets/shawls etc., which may create bad environment inside the Vehicle. All essential gadgets such as Speedometer etc., will have to be maintained in excellent condition for the day to day running of the Vehicles. No other person shall be permitted to accompany the Vehicle while transporting our staff.

The transporter shall comply with all the laws, rules, and regulations applicable to him in respect of his staff and Vehicles and any breach thereof shall render the transport contract liable to cancellation. The transporter will have to ensure that all the obligations under various applicable acts, rules and regulations viz Contractor labour, such as minimum wages act, payment of wage act, PF and ESI act, payment of Bonus Act and other applicable laws, Abolition of Child labour, Acts, regulations etc., as amended from time to time, for all his employees who shall be deployed by the transporter for rendering services to AIESL to be fulfilled and complied by him.

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18. Drivers names with their address duly verified, driver's antecedents verified by Police must be submitted to our Office.
19. The Driver must be having a valid driving license and should be in a transporter's company uniform with the name prominently displayed on the uniform and well conversant with the routes and working knowledge of English. He should also be provided with the photo identity card by the transporter and shall show the same on demand to the 'AIESL' staff.
20. The transporter must ensure proper safety of the Vehicle and to our staff by providing a driver who is not tired/unwell/intoxicated and has not done extended duties.
21. None of Transporter's employees present or future will be entitled to claim for any sort of employment in 'AIESL'
22. Transporter shall make provision for accommodating the company materials in addition to for seating the staff.
23. **Period of Contract :**
Contract period shall be **initially for Two years extendable to another period of One year subject to satisfactory performance of Service Provider/Contractor which may be further** extended for a period of Three months at same rates, terms and conditions on the discretion of AIESL. The validity of Agreement comes to an end IPSO FACTO by efflux of time, unless or otherwise renewed/ terminated.
24. **Rates :**
Rates to be quoted in INR only. Any deviation in currency OR if rates quoted are conditional, the same shall be out rightly rejected.
- (i) **Inclusions:**
The rates offered /finalized by the selected bidder shall be inclusive of Cost of vehicle(s), all Govt. Taxes/ Levies, Insurance cost, Road Tax, fuel cost, drivers' salary, provision for Uniform/ Name Badges, Training cost, Night Charges, substitution cost (if any) etc, supervision cost, contract management fee etc.
- (ii) **Exclusions:**
The GST on applicable rates and State tax/MCD/DIAL/GMR Levy/Toll Charges (if any) on contract, are excluded. These would be reimbursed, if applicable, together with the monthly bills on submission of proof of payment.
25. **Rate Negotiation:**
It is not the general practice of "AIESL" to carry out Post Tender Negotiations. Therefore, Bidders are advised, in their own interest, to submit their best quotes in response to this Tender. "AIESL", however reserves the right to carry out negotiations after evaluation of Price bids in exceptional cases with the L-1 bidder.
26. **Special Powers to 'AIESL' :**
In case, there is a tie between two selected bidders, 'AIESL' shall have a right to ask both the bidders to offer revised bid in the sealed envelope. The L-1 out of the revised bids, shall be entitled for award of the contract.
27. **Validity of Rates :**
Rates finalized & agreed will be valid for the entire contract period of Two years extendable to further one year subject to satisfactory performance which may be extended for another period of three months. Continuity of the contract shall depend on the satisfactory performance of the contractor.
28. **Revision of Rates during contract period :**
- (i) **General :**
No request shall be entertained for revision of Rates, during the validity of the Contract and extensions, if any, under any circumstances except for in case of escalation/ de-escalation in the cost of Fuel (CNG/PETROL).
- (ii) **Revision of rates due to escalation/ de-escalation of Fuel(CNG) rates :**
- A. The escalation / de-escalation, shall be appropriated with difference of fuel cost with respect to base rate of fuel (CNG/Petrol) as prevalent at the time of

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application of the tender. The present rate of fuel (CNG/Petrol) shall be indicated in the Financial Bid – Part B.

- B. The escalation /de-escalation due to change in fuel rates, shall be reviewed on quarterly basis and any increase /decrease in fuel cost, beyond 5% shall only be payable / recoverable by taking standard fuel consumption / output as under :
- A.C. CNG Maruti Ertiga or equivalent - Kms per Kg
 - Present rate of CNG in Delhi is Rs.....per Kg.
 - Present rate of PETROL in Delhi is Rs.....per Ltr.

(iii) **Revision due to increase in Govt. Taxes/ levy :**

Not applicable in this case, since GST is reimbursable @ as applicable from time to time.

(iv) **Revision due to Increase in Minimum wages of staff :**

Not applicable in this case. Since, this contract is for providing Transportation Services and not for engagement of manpower. Therefore, increase in the minimum wages, shall not be applicable to this contract.

29. **Payment Terms**

Payment shall be made within **45** days from the date of receipt of the MONTHLY bills duly verified and certified by the user departments by Finance Deptt..

30. **Penalty**

- | A. Description | Penalty Amount : Rs. |
|---|---|
| i) Driver on duty, not found in uniform | ₹ 100/- per occasion per driver |
| ii) Driver / supervisor not equipped with the mobile phone / communication system | ₹ 100/- per day per vehicle. |
| iii) Poor condition of Vehicle / vehicle not clean | ₹ 300/- per shift |
| iv) A.C not working. | ₹ 500/- per vehicle per day |
| v) Absence of Supervisor | ₹ 400/- per shift |
| vi) Non-deployment of Vehicle due vehicle problem or driver not available | ₹ 500/- per vehicle upto first four hours further, if replacement vehicle is not provided ₹ 500/- per vehicle for every 4 hours shall be charged. This shall be applied afresh, if situation continues next day and thereafter. |
- B.** Fines and penalties for violating, Traffic Police/GMR/ DIAL Rules on TARMAC / APRON Area or over speeding etc, shall be borne by the contractor or his Driver. In case, it is found that the Driver is the habitual offender, the same shall be replaced by the contractor failing which such Driver may be denied entry and may not be taken on AIESL duty.

31. **Security Deposit (SD) :**

- The Service Provider, on acceptance of LOA/ signing of contract, shall deposit SD at the time of commencement of the contract. The SD will be a sum equivalent to 3% of the value of contract. The SD shall be in the form of current valid DD / Banker's cheque/ 'BG' from a Scheduled / Nationalized Bank.
- The DD / Banker's cheque/ 'BG' towards SD shall be valid for the entire period of agreement plus three months more time,
- The SD has to be deposited positively before submission of 1st Bill. In case, SD is not deposited in time, the bills shall not be processed for payment.
- In case of breach of Contract OR violation of any terms of the Contract, the SD may be forfeited.
- The SD shall not bear any interest, and shall be refunded without interest only on successful completion of all the contractual obligations.
- The Terms and conditions issued vide above referred here shall be part of the LOA / Contract.

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32. **Settlement of Disputes :**

i) **Arbitration:**

Any dispute or difference whatsoever arising between AIESL and the Service Provider out of OR related to the contract, interpretation, application, meaning scope operation OR effect of this contract or the validity or the breach thereof, shall be referred to the higher management of AIESL for settlement. In case, the dispute is not settled by AIESL, the same shall be forwarded to the “SCOPE FORUM OF CONCILIATION AND ARBITRATION, GOVERNMENT OF INDIA” and the award made in pursuance thereof shall be binding on the parties. However, the contractual obligations shall continue to be executed/discharged during pendency of the arbitration.

ii) **Jurisdiction:**

Any dispute, whatsoever, shall be subject to the Jurisdiction of New Delhi/ Delhi Courts only.

33. **Exit Clause / Termination of the Contract / Agreement:**

The Contract may be terminated under the following circumstances:

- (i) AIESL may at any time terminate the Contract with immediate effect by giving written notice to the Service Provider, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to “AIESL”. In this case no Compensation shall be made available to the Service Provider.

-
- (ii) In case of unsatisfactory performance or breach of any of the clauses of this Contract, AIESL shall issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the Contract/Agreement by providing a 30 days written notice to the party. The Service Provider shall not have any right to dispute or question the judgment of ‘AIESL’ on its unsatisfactory performance.
- (iii) Change of circumstances/operations: In case of change in situation/circumstances, etc. “AIESL” shall have the right to terminate the Contract by serving a 30 days written notice to the Service Provider. In this case, the Service Provider shall not have any right to claim damages/compensation from “AIESL”
- (iv) The service provider shall also be at liberty to terminate the Contract by Providing to AIESL, a 90 days written notice. However, the service provider shall comply with their Contractual obligations during the period and thereafter, shall discharge the obligations arising out of the Agreement/Contract till the termination.

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Annexure-IV			
TECHNO-COMMERCIAL BID FORM – PART A			
Name of the Bidder / Co.			
Complete Address of the bidder/Co.			
Telephone No. / Mobile No./ email ID			
Name, Mobile number of Contact Person.			
1.	Technical Details of the Bidder		
	(i) Whether bidder Co. is a competitor MRO OR its subsidiary Co. If yes, such bidder is ineligible to quote. (MUST BE NO)	NO.	
	(ii) Whether Bidder Firm/ Co. registered in India under the Indian Co.'s ACT 1956 OR Indian Companies Act 2013. (Must)	Yes / No	
	(iii) Details of Regn of Firm / Co. Self-attested copy of Regn. Certificate to be enclosed. (Must)	-----	Regn No. / Date
	(iv) Have you quoted for the vehicle as per work scope	Yes/No	
2.	EMD		
	(i) Whether EMD being submitted	NIL
3.	Experience details		
	(i) Whether having 02 yrs experience of providing same or similar Transport services, from Jan. 2021 onwards to Govt. Deptts / PSU's / Institutions etc. Copy of PO or satisfactory performance certificate to be enclosed (Must) .	Yes /No.	
	(ii) Whether order copies and satisfactory performance certificate(s) enclosed? (Must) .	Yes/No	
	(iii) Whether 02 years' experience details filled in the format (Annexure-V). (Must)	Yes/No	
4.	(i) Whether owning minimum 4 commercially registered LMV after January 2021 ,	Yes / No	

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	in the name of the Proprietor, Partner, Firm/ Co. A list of commercially regd vehicles to be provided with copy(s) of RC's, Insurance & permit (Must)		
	(ii) Whether self-attested copies of RC's, Insurance & permits of 4 commercially regd LMV, provided with the list of vehicles. (Must)	Yes / No	
5.	Working Office		
	(i) Whether having a working office in Delhi/ NCR at the time of application of the Tender. (Optional) In case, the Bidder turns out a selected bidder, then he/she has to open a working office in Delhi / NCR, within 30 days of accepting of the LOA/ Contract.	Yes / No	
	(ii) In case, 'No' to 5(i), It is agreed that if selected for award of contract, We shall open a working office in Delhi / NCR, within 30 days of accepting of the LOA/ Contract. (Must)	Yes / No	
6.	Whether Certificate for unconditional acceptance of tender terms and undertakings , enclosed as per format (Annexure-VII). (Must)	Yes/No	
7.	Whether duly signed non-disclosure agreement enclosed (Annexure-VIII). (Must)	Yes/No	
8.	Whether having GST registration. self-attested copy to be enclosed. (Must)	Yes/No	
9.	Whether having ESIC Regn No. self-attested copy be enclosed (if applicable)	Yes/No	
10.	Whether having PF Regn. No. self-attested copy to be enclosed (if applicable)	Yes/No	
11.	Whether having PAN regn No. self-attested copy to be enclosed. (Must) .	Yes/No	Regn No, Date
12.	Whether self-attested copy(s) of Income Tax Returns for last 02 Financial years – 2020-21, 2021-22. enclosed. (Must)	Yes/No	2020-21..... 2021-22.....
13.	Whether Bidder is having an average turnover of	Yes/No	<u>Turn over</u>

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	Rs. 10 lakhs or above, for last 02 Fin yrs i.e. 2020-21, 2021-22. (Must).		2020-21 : Rs. 2021-22 :Rs	
14.	Whether self-attested copy(s) of Profit & Loss a/c for last 02 Fin. years- 2020-21, 2021-22 enclosed in support of proof for Turnover. (Must)	Yes/No	2020-21: Yes/No 2021-22 : Yes/ No	
15.	Whether self-attested copies of Balance Sheet for last 02 Fin years- 2020-21, 2021-22 duly verified by Regd. Chartered Accountant enclosed in support. (Must)	Yes/No	2020-21: Yes/No 2021-22 : Yes/ No	
16.	Whether payment terms of 45 days credit accepted. (If No, then loading of 1.5 % per month shall be done on quoted rates for calculation only and for deciding L-1 bidder.)	Yes/No		
17.	Whether execution of contract within 30 days from the date of accepting LOA, is accepted. (if no, then loading of 0.5 % per week on quoted rates shall be done for calculation only and for deciding L-1 bidder.)	Yes/No		
18.	Are you already doing business with “AIESL” or with any subsidiary Co. of “AIESL”, in same name OR under some other name? If so, please provide details.	Yes / No		If yes, details. ...
19.	Has your Co. been Black Listed by AIESL / AIAHL any agency of the Airport or elsewhere. If yes, please give details.	Yes / No		If yes, details. ...
20.	Whether having “Bureau of Civil Aviation Security”(BCAS) clearance/approval (Optional)	Yes/No		If Yes, details
21.	Details of Organization set up & office Manpower			
	No. of Drivers	No. of Helpers	No. of office/support staff	Total Staff
	Whether have you quoted for required vehicle as specified in work scope failing which bids shall not be considered for financial evaluation	Yes/No		
22.	Bidders to please note :			
(i)	Competitor MRO or its subsidiary Co.’s are not permitted to quote in this Tender. In case, if it is found at any stage that the bidder Co. is an Airline OR its subsidiary Co., their bids shall be rejected and their EMD shall also be forfeited. Any other action as deemed fit, may also be taken. No, representation / appeal in this regard shall be admissible.			
(ii)	It is confirmed that we are not a competitor MRO or subsidiary company of any MRO.			

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(iii)	It is confirmed that we have the capability & capacity to provide the services as per terms of the Tender.
(iv)	It is confirmed that there is no hidden cost to “AIESL” except for the cost as per rates quoted in the Financial Bid Form.
(v)	It is confirmed that we have carefully gone through, understood and hereby agree to abide by all the Terms & Conditions, Scope of work and Specifications governing the tender.
(vi)	It is also confirmed that the quoted rates are valid for 120 days from the date of opening of the Tech Bids.
(vii)	It is also confirmed that the information given in the Tender and documents attached are true and correct to the best of my knowledge and belief and nothing material is concealed.
(viii)	It is also confirmed that I am authorized to sign the tender documents.
	Signature of Authorised signatory :

Name & Designation:

Co. Name & Seal:

Date:

Place; New Delhi.

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Annexure-V

(FORMAT FOR PROVIDING EXPERIENCE DETAILS)

(TO BE ATTACHED WITH TECHNO-COMMERCIAL BID FROM-PART A)

1 Experience details (To be Filled up by the Bidder):								
SN	Contract Type.	Name of Client Firm / Co	Name of the Contact Person of Firm/ Co.	Period of Contract (From– To) Date	Annual Value	No of Vehicles Provided	Order / Contract Copy Provided or not	Satisfactory performance certificate provided or not
i	Transport Services/	M/s			Rs.			
ii								
iii								
iv								
v								
2 Important Notes for bidders (to comply) :								
i. Experience details must be filled up in the above table and relevant documents must be enclosed. ii. Order / contract copy together with satisfactory performance certificate issued by the clients/ party(s), to be provided in support of Experience. iii. Experience must be two years on or after January 2021 onwards till the date of opening of the tender. iv. Satisfactory performance certificate should be enclosed with the relevant order / contract for easy identification. v. If experience details are not filled in the above table and documents not provided as explained above, the tender shall be liable for rejection.								
Signature of Authorised signatory :								
Name & Designation:								
Co. Name & Seal:								
Date:								
Place ; New Delhi.								



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Annexure-VI

(FORMAT FOR PROVIDING DETAILS OF COMMERCIALY REGISTERED VEHICLE)

(TO BE ATTACHED WITH TECHNO-COMMERCIAL BID FROM-PART A)

Dy. General Manager (E-PPMM)

Northern Region,

AI Engineering Services Ltd,

NAC, IGI Airport T2,

New Delhi-110037.

Date:

Subject : Details of Commercially Registered Vehicle .

SN	Regn No.	Type of Vehicle (as per RC)	Owners Name S/Sh.....	Insurance valid upto - Date.....	Permit valid upto – Date.....	Copy of Insurance & Permit to be enclosed.	R.C, to be
1						Yes	

Signature of Authorised signatory :

Name & Designation:

Co. Name & Seal:

Date:

Place: New Delhi.

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Annexure-VII	
(FORMAT FOR SUBMISSION OF UNDERTAKINGS)	
(TO BE ATTACHED WITH TECHNO-COMMERCIAL BID FROM-PART A)	
Dy. General Manager (E-PPMM)	
Northern Region,	
AI Engineering Services Ltd,	
NAC, IGI Airport T2,	
New Delhi-110037.	
Tender No. :	Date:
Subject : Acceptance and signing of the undertakings related to the Tender.	
The following undertakings are accepted and confirmed as under :	
1	That we are not a competitor MRO or subsidiary company of any MRO.
2	That we hereby give our un-conditional acceptance of all the terms and conditions including scope of work as given in the tender.
3	That we have quoted the rates as per format of the Fin. Bid Form-Part B (Annexure- X) .
4	That the rates quoted, are valid for 120 days from the date of opening of the Tech. Bids.
5	That we have the capability & capacity to provide the services as per terms of the Tender.
6	That we shall execute the order within 30 days from the date of acceptance of the LOA.
7	That on acceptance of LOA, we shall sign the agreement of terms & conditions within 30 days' time or latest by submission of the first bill.
8	That payment term of 45 days is agreed.
9	Possession of working office in Delhi/ NCR is optional at the time of application of the Tender. However, if selected, we shall have / arrange a working office in Delhi/ NCR within 30 days of accepting of the LOA. (If having working office in Delhi/ NCR, Please confirm with address, phone & email)
10	Possession of ESIC and PF registrations, is optional at the time of application of the Tender. However, if selected and if ESI & PF becomes applicable to such services, the same shall be obtained by us, within 30 days of being notified by AIESL and shall submit a copy to AIESL. (If possessing ESIC & PF registrations, please confirm and provide a self attested

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	copy with the Tech Bid Form.)
11	That the information given in the Tender and documents attached are true and correct to the best of my knowledge and belief and nothing material is concealed.
12	It is also confirmed that I am authorized to sign the tender documents.
	Signature of Authorised signatory :
	Name & Designation:
	Co. Name & Seal:
	Date:
	Place: New Delhi.

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Annexure-VIII	
NON-DISCLOSURE AGREEMENT FROM THE BIDDER	
(TO BE ATTACHED WITH TECHNICAL BID FROM-PART A)	
(This document is strictly Private and Confidential)	
Dy. General Manager (E-PPMM)	
Northern Region,	
AI Engineering Services Ltd,	
NAC, IGI Airport T2,	
New Delhi-110037.	
Tender No. ,	Dated.
Dear Madam Sir,	
Sub: Non-disclosure Agreement	
We acknowledge that during the course of bidding for above referred tender of AI Engineering Services Ltd (AIESL),we shall have access to and be entrusted with confidential Information (commercial, technical, scientific, operational, administrative, financial, marketing business, OR intellectual property nature OR otherwise), whether oral or written, relating to “AIESL” and its business that is provided to us pursuant to this Agreement.	
1	In consideration of “AIESL” giving access to us to the above premises and making confidential Information available to us, we agree to the terms set out below:
2	We shall treat all confidential Information as ‘Strictly Private and confidential’ and take all steps necessary to preserve such confidentiality.
3	We shall use the confidential Information solely for the preparation of our response to the above referred Tender and not for any other purpose whatsoever.
4	We shall not disclose any confidential Information to any other person or firm without the prior written consent of “AIESL”.
5	This agreement shall continue perpetually, unless and to the extent that “AIESL” may release it in writing.
6	We acknowledge that No failure OR delay by “AIESL” in exercising any right, power OR privilege under this agreement shall operate as a waiver thereof OR shall any single OR partial exercise thereof OR the exercise of any other right, power, OR privilege.
7	We have read this agreement fully and hereby confirm our acceptance of its terms.

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	Yours sincerely.
	Signature of Authorised Signatory :
	Name & Designation :
	Co. Name & Seal :
	Date :
	Place : New Delhi.

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Annexure-IX

(FORMAT OF AUTHORIZATION LETTER TO ATTEND BID OPENING)

(The representatives of the Bidder Company should carry the Authorization letter (Typed on Co's letter head) at the time of attending to the opening of Bids.)

Tender No. AIESL/DEL/PPMM/23-24/23040

Tender for Hiring of Transportation Services of Newly Purchased AC CNG fitted Maruti Ertiga or equivalent with Driver/s for movement of Aircraft staff within Delhi/NCR (NAC to AFS Hindan).

To

**Dy. General Manager (E-PPMM)
Northern Region,
AI Engineering Services Ltd,
NAC, IGI Airport T2,
New Delhi-110037.**

Dear Madam / Sir,

Sub: Authorization for attending bid opening.

Please refer your above mentioned Tender. The following persons(s) are hereby authorized to attend the bid opening on our behalf.

S.No.	Name	Email ID	Mobile No	Signature
1				
2				

Signature of Authorised signatory :

Name & Designation :

Co. Name & Seal :

Date:

Place: New Delhi

Notes:

1. Permission for entry to the hall where bids are opened may be refused in case authorization letter as Prescribed above is not presented / received.
2. The authorized representatives, in their own interest, must reach the venue of bid opening well in time.
3. The authorized representative must carry a valid photo identity.

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In case, execution of contract within 30 days from the date of accepting LOA, is not accepted, then loading of 0.5 % per week on quoted rates, shall be done for calculation only and for deciding L-1 bidder.

7 Applicable Rates & Validity :

Rates to be quoted in INR, as per the format given in the Price Bid Form Part B only. Any deviation in format OR if rates quoted are conditional, the same shall be outrightly rejected.

8 Inclusions:

The rates offered /finalized by the selected bidder shall be inclusive of Cost of vehicle(s), all Govt. Taxes/ Levies, Insurance cost, Road Tax, fuel cost, drivers' salary, provision for Uniform/ Name Badges, Training cost, Night Charges, substitution cost (if any) etc, supervision cost, contract management fee etc.

9 Exclusions:

The GST on applicable rates and State tax/MCD/DIAL/GMR Levy/Toll/Charges (if any) on contract, are excluded. These would be reimbursed, if applicable, together with the monthly bills on submission of proof of payment.

10 Rate Negotiation:

It is not the general practice of "AIESL" to carry out Post Tender Negotiations. Therefore, Bidders are advised, in their own interest, to submit their best quotes in response to this Tender. "AIESL", however reserves the right to carry out negotiations after evaluation of Price bids in exceptional cases with the L-1 bidder.

11 Special Powers to "AIESL" :

In case there is a tie between two selected bidders, AIESL shall have a right to ask both the bidders to offer revised bid in the sealed envelope. The L-1 out of the revised bids, shall be entitled for award of the contract.

12 Validity of Rates :

Rates finalized & agreed will be valid for the contract period of Two years extendable to another period of one year which may be extended for a period of three months. Continuity of the contract shall depend on the satisfactory performance of the contractor.

13 Revision of Rates during contract period :

General :

No request shall be entertained for increase of Rates, during the validity of the Contract and extensions, if any, under any circumstances except for in case of escalation in the cost of Fuel (CNG/PETROL).

14 Revision of rates due to escalation/ de-escalation of Fuel (CNG/PETROL) rates :

The escalation / de-escalation shall be appropriated with difference of fuel cost with respect to base rate of fuel as prevalent at the time of application of the tender. The present rates of fuel (CNG/PETROL) shall be indicated in the Financial Bid –Part B.

The escalation /de-escalation due to change in fuel rates, shall be reviewed on quarterly basis and any increase /decrease in fuel cost, beyond 5% shall only be payable/ recoverable by taking standard fuel consumption/ output as under :

A.C. CNG Maruti Ertiga or equivalent - Kms per Kg

Present rate of CNG in Delhi is Rs.....per Kg.

Present rate of PETROL in Delhi is Rs.....per Ltr.

15 Revision due to increase in Govt. Taxes/ levy :

Not applicable in this case, since GST

16 Revision due to Increase in Minimum wages of staff :

Not applicable in this case. Since, this contract is for providing Transportation Services and not for engagement of manpower. Therefore, increase in the minimum wages, shall not be applicable to this contract.

Any overwriting / cutting in rates must be signed.

17 Declaration : It is reiterated

That I have carefully gone through and have understood and agreed to abide by the General Terms & Conditions, Work-scope and specifications governing the tender.

That the above rates quotes had been filled after considering all the factors and all the costs

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and consequences related to the work scope, terms and conditions of the Tender.
 The Price bid will be valid for **120** days from the date of opening of Technical Bids.
 It is also confirmed that I am authorized to sign the tender document.

Signature of Authorised signatory:

Name & Designation :

Co. Name & Seal :

Date :

Place : New Delhi.