

F. No. A-12024/1/2010-E.1  
Government of India  
**Director General of Civil Aviation**

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**TENDER DOCUMENT**

For providing 06 Staff Car Drivers to Director General of Civil Aviation

Published Date	22.03.2016 (06.00PM)
Bid Document Download Start Date	22.03.2016 (06.00PM)
Bid Submission Start Date	22.03.2016 (06.00PM)
Bid Document Download End Date	13.04.2016 (03.00PM)
Bid Submission End Date	13.04.2016 (04.00PM)
Bid Opening Date	18.04.2016 (03.00PM)

F. No. A-12024/1/2010-E.1  
Government of India  
Director General of Civil Aviation  
Opp. Safdarjung Airport, New  
Delhi-110003.

Dated:--22.03.2016

**TENDER NOTICE**

**Subject:- Quotations for award of contract for providing of six Staff Car Drivers in Director General of Civil Aviation (Hqrs.) for a period of Two (02) years extendable as per requirement.**

1. Online bids are invited on behalf of the President of India, under one cover system from reputed, experienced and financially sound Companies/Firms/Agencies for providing skilled 06 Staff Car Drivers in Director General of Civil Aviation initially for two years from the date of taking up of supply of manpower in pursuance of contract unless extended further by the DGCA, on the same terms and conditions. Manual bids shall not be accepted.
2. The Tender Document can also be downloaded from the website [dgca.nic.in](http://dgca.nic.in).
3. Earnest Money Deposit (EMD) of Rs. 20,000/-(Twenty Thousand) drawn in favour of Sr. Accounts Officer, CPAO, DGCA, Ministry of Civil Aviation, New Delhi, will be deposited to Dy. Director (Admn.) at Room No. A026, O/o DGCA (Hqrs.) Opp. Safdarjung Airport, New Delhi – 110003 not earlier than 4.00 PM on **22-03-2016** and not later than 04.00 PM on **13-04-2016**. **The bidder will have to submit the hard copies also of the Technical Bid (Annexure-I) & 'Financial Bid' (Annexure-II) in a sealed cover separately clearly marking them as 'Technical Bid' (Envelop No.1) & Financial Bid (Envelop No.2) respectively. Both the sealed cover alongwith the EMD can be put in a single cover while submitting the proposal to this office at the said address.**
4. The Director General of Civil Aviation (Hqrs.) reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the DG(CA) in this regard shall be final and binding on all.

(B. Pattnaik)  
Deputy Director

### SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Director General of Civil Aviation (Hqrs.) located at Opp. Safdarjung Airport, New Delhi-110003 requires reputed, well established and financially sound Companies/Firms/Agencies to provide 06 Staff Car Drivers to its Officers.
2. The contract will be initially for two years from the date of taking up of supply of manpower. The period of the contract may be further extended upto an additional period of one year on the same terms and conditions. The contract may be curtailed/terminated at any time owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or as per the requirement of DGCA(Hqrs.). For such termination, one-week notice will be given to the selected service providing Company/Firm/Agency.
3. The DGCA has requirement for skilled Staff Car Drivers.
4. The present requirement is for 06 (six) persons.
5. However, the number may increase or decrease upto 25% as per the requirement of this DGCA (Hqrs.) at any time during the currency of the contract, which will be provided by the contractor on the same terms and conditions.
6. The various crucial date relating to “Tender for Providing Staff Car Drivers to DGCA(Hqrs,)” are cited as under:

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7. The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees twenty Thousand Only), refundable (without interest) should be in the form of Demand Draft/Banker's Cheque drawn in favor of Sr. Accounts Officer, CPAO, DGCA, Ministry of Civil Aviation, New Delhi, failing which the

tender shall be rejected summarily. EMD and hard copies of Technical Bid & Financial Bid will be deposited to **Dy. Director (Admn.) at Room no. A026, O/o DGCA (Hqrs.) Opp. Safdarjung Airport, New Delhi – 110003** not earlier than 4.00 PM on 22-03-2016 and not later than 04.00 PM on 13-04-2016.

8. The successful bidder will have to deposit a Performance Security Deposit of Rs. 1,00,000/- (Rupees One Lakh only), or 10% of the contract amount, whichever is lower in favour of Sr. Accounts Officer, CPAO, DGCA, Ministry of Civil Aviation, New Delhi and may be paid in any of the following forms:-

“Crossed Demand Draft /Pay Order /Fixed deposit receipts / Performance Guarantee Bond by any Nationalized Bank or Scheduled Commercial Bank. If the performance Guarantee Bond is issued by a scheduled Commercial Bank (non-nationalized), then it should be duly counter-signed by the Reserve Bank of India/State Bank of India, New Delhi;”. The charges for such counter-signing shall be borne by the successful bidder.

9. The performance security deposit shall remain valid upto a period of 60 days beyond the completion of all contractual obligations. In case the contract is further extended beyond the initial period, the Demand Draft /Pay Order /Fixed deposit receipts /performance Guarantee Bond will have to be accordingly extended/renewed by the successful tenderer covering the period of contract.

10. The Companies/Firms/Agencies are required to submit self-attested photocopies of the following documents along with the application, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:-

- a) Application.
- b) Registration certificate.
- c) Copy of PAN/GIR card.
- d) Copy of the Service Tax returns filed for the period 2012-13, 2013-14 and 2014-15.
- e) Copy of the EPF and ESI Registration Letter/ Certificate.
- f) Copy of the Service tax Registration certificate.
- g) Certified extracts of the Bank Account containing transactions during the last three years.
- h) Certified documents of audited accounts for the period 2012-13, 2013-14 and 2014-15.
- i) Copy of the Income Tax returns filed for the period 2012-13, 2013-14 and 2014-15.
- j) Declaration as per format enclosed.
- k) Scanned copy of EMD.

11. Conditional bids shall not be considered and will be outrightly rejected.

12. The Bids shall be opened on the scheduled date, time and venue as prescribed above in the presence of the representatives of the Companies/Firms/Agencies, if any, who are present on the spot at that time. Only the bids fulfilling the conditions as laid down herein will be evaluated for selection.

13. The competent authority appointed by DGCA(Hqrs.) reserves the right to annul any or all bids without assigning any reason.

14. The bidding Company/Firm/Agency should fulfill the following specifications:-

- a) The Registered Office of one of the Branch Offices of the Company/Firm/Agency should be located in Delhi/New Delhi/NCR region.
- b) The Company/Firm/Agency should be registered with the appropriate registration authority.
- c) The Company/Firm/Agency should have at least three years' experience in providing manpower to Private Companies, Public Sector Companies, Bank or Government organizations, etc.
- d) The Company/Firm/Agency should have its own Bank account.
- e) The Company/Firm/Agency should be registered with income tax and service tax authorities.
- f) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

15. Following are the requirements of the Staff Car Driver:-

I. He should have passed 10<sup>th</sup> or equivalent from a recognized Board.

II. He should not be less than 18 years.

III. He should possess a valid driving License for Heavy Vehicle with three years' experience of driving on Motor Vehicle with LMV/HMV and knowledge of Motor Mechanism.

IV. His antecedents should have been got verified by the agency from the local police authorities.

16. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.

17. The tenderer will be bound by the details furnished by him/her to this office, while submitting the tender or at subsequent stage. In case any of such documents furnished by him/her is found to be false at any stage, it will be deemed to be a breach of Terms of Contract marking him/her liable for legal action besides termination of contract.

18. The contracting agency shall ensure that the individual Staff Car Driver deployed in the DGCA (Hqrs.) conform to the specifications of age, educational and skill qualification prescribed.

19. The number of working days in a month for which the staff deployed by the firm shall have to attend the office in accordance with the provisions of Minimum Wages Act as applicable in Delhi and all other government regulations as applicable. **The office hours of the worker shall be 8.30 A.M. to 6.00 P.M. from Monday to Friday. The attendance of the workers may be registered by Bio-metric system on the basis of Adhar Based Bio-Metric System. Lunch Time will be from 1.30 PM to 2.00 PM.**

**Note: However, they may be required to work beyond office hours and also on holidays including Saturday and Sundays for official purpose. For this, they will be suitably paid overtime as per Govt. Rules.**

20. The contracting Company/Firm/Agency shall furnish the following documents in respects of the individual **Staff Car Driver** who will be deployed by it in this DGCA (Hqrs.) before the commencement of work:

- (a) List of persons deployed;
- (b) Bio-Data of the persons;
- (c) Attested copy of 10<sup>th</sup> pass Certificate containing date of birth;
- (d) Attested copy of Driving License & experience certificate;
- (e) Certification of verification of antecedents of persons by local Police authority;
- (f) Identity Cards bearing photograph.

21. In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the DGCA(Hqrs.).

22. The Company/Firm/Agency shall replace immediately any of its personnel who is found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.

23. The agency shall depute a coordinator who will be responsible for immediate interaction with the DG(CA) so that optimal services of the persons deployed by the agency could be availed without any disruption.

24. The selected agency shall immediately provide a substitute in the event of any person not attending the office at DGCA(Hqrs.). **The delay by the agency in providing a substitute beyond three consecutive working days shall attract a Penalty @ Rs. 500/- per day on the service-providing agency.**

25. It will be the responsibility of the service providing agencies to meet medical, uniform (neat and clean ) to the selected Staff Car Drivers and any other requirements in respect of the persons deployed by it (Agency). DGCA (Hqrs.) will have no liability in this regard.

26. For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of Staff Car Driver so deployed in this DGCA(Hqrs.). The persons deployed by the agency in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the DGCA(Hqrs.).

27. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The DGCA shall in no way be responsible for settlement of such issues whatsoever.

28. The Service Provider shall be responsible for providing Uniforms to the selected Staff Car Drivers.

29. This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

30. The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this office during the currency or after expiry of the contract.

31. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in the DGCA(Hqrs.).

32. The successful bidder will be responsible for compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in this office.

33. The successful bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the DGCA(Hqrs.) to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

**34. The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen’s Compensation Act 1923, Relevant Central / State Labour Laws, Employees state insurance Act 1948, Labour acts and Employees provident Fund Act 1952 and other statutes, acts, rules and regulations of Government, along with any modifications thereof or rules clarifications or otherwise and all the provisions as amended from time to time and DGCA(Hqrs.) shall stand indemnified from and against any claims /**

**penalty under the afore said act.** The successful bidder shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.

35. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax, as amended from time to time and a certificate to this effect shall be provided to the agency by this this office.

36. In case the successful bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the DGCA(Hqrs.) is put to any loss/obligation, minority or otherwise, the DGCA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

37. The bidder shall indemnify and protect this office from and against all actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from this Office by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works, supply of material, or in the guarding of the same.

38. Any liabilities arising out of breach of any obligation commonly applicable in Indian or International law or regulation or intellectual property right infringements etc shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on his part.

39. In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of a Gazetted officer appointed to be the arbitrator, by the Director General (Civil Aviation) or his representative. The Gazetted officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as officer has expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

40. Subject to as aforesaid, Arbitration and conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.

41. The jurisdiction for settlement of any disputes through Court under this contract shall be at Delhi.



42. The EMD in respect of the agencies which do not qualify shall be returned to them without any interest. However, the EMD in respect of the successful tenderer **can be** adjusted towards the Performance Security. Further, if agency fails to deploy required number of Staff Car Driver against the initial requirement within **15 days** from the date of placing the order the EMD shall stand forfeited without giving any further notice.

43. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the DGCA besides annulment of the contract.

44. **The payments shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each person provided by the firm.** The agency shall raise the bill, in triplicate, alongwith attendance sheet (duly verified by MTO, DGCA or any authority designated by Director General (CA) in respect of the persons deployed and submit the same to the E.1 Section, DGCA, in the first week of the succeeding month.

45. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month's bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of this office.

(B. Pattnaik)  
Deputy Director

**Technical Bid**

Technical Bid should indicate following information along with self-attested photocopies of these documents

1. Profile of the company
2. Proof of incorporation / inception of the agency
3. Registrations for manpower supply.
4. Registration for EPF (Employee Provident Fund),
5. Registration for ESI (Employee State Insurance),
6. Permanent Account Number (PAN),
7. Service Tax Registrations No.
8. Details of Registration with Labour Commissioner.
9. Registration Certificate of Professional Tax.
10. List of organisations to which manpower is being supplied by bidder (The agency should have minimum THREE year relevant experience with any Central Govt. Department/organisation.)
11. Whether the firm has been blacklisted by any Government Department or any criminal case register against the firm or its owner (give details)
12. Any other relevant information.

Signature of authorised person \_\_\_\_\_

Full Name \_\_\_\_\_

Seal \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone No. : \_\_\_\_\_

Date:

Place:

DECLARATION

1. \_\_\_\_\_ Son/Daughter/Wife of Shri/ Smt \_\_\_\_\_ signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person

Full Name: \_\_\_\_\_

Seal: \_\_\_\_\_

Date:

Place:

FINANCIAL BID

1. All the Staff Car Driver Deployed in this DGCA(Hqrs.) will be paid their wages on monthly basis (By Cheque in time) by the Company/Firm/Agency and the photocopies of disbursed cheque will be submitted in the DGCA(Hqrs.).
2. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi.
3. Bidders are requested to quote their bids only in rupees and any other Bids like percentage, etc. shall be considered invalid.

Sl. No.	Component of minimum Rate based on minimum wage and EPF rates, etc, at present subject to revision by govt. from time to time.	Amount (Rs.) per Staff Car Driver
1.	Monthly wages per Staff Car Driver	
2.	Employees Provident Fund Employer's Contribution alongwith Administrative Charges, etc. @ 13.61 % of 1 above (The rate will be calculated as per the prevailing rates at the time of opening of Bid)	
3	Employees State Insurance (I) Employer's Contribution @ ----- % of 1 above (The rate will be calculated as per the prevailing rates at the time of opening of Bid)	
4	Any other liability (please indicate)	
5	Contractor's Administrative Services Charges ( In Rupees only).	
6	Service Tax Liability @ 14.5 % on the total of 1 to 5 above (The rate will be calculated as per the prevailing rates at the time of opening of Bid)	
7	Total amount payable per Staff Car Driver (total of 1 to 6 above)	

Amount in respect of above mentioned items should be mentioned properly and correctly against each item. If any column left blank intentionally or filled up with NIL/Not applicable, the bid will not be considered by competent authority.

Signature of authorised person: \_\_\_\_\_

Full Name: \_\_\_\_\_

Seal: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone No. : \_\_\_\_\_

Date:

Place:

\* Regardless of higher qualification of Staff Car Driver, the rate as per successful bid rate will be payable subject to any change as per Note 2 below.

Notes:

1. The rates quoted by the tenderers should be inclusive of all statutory/taxation liabilities at the time of entering into the contract.
2. The rates to be quoted in S.No. 1 should be equal to or more than the minimum wages prescribed by the Minimum Wages Act, for Matriculates but not Graduates as applicable in NCT of Delhi. The rates revised by the Government of NCT of Delhi from time to time shall be applicable. Due to subsequent revisions, in case of difference between the quoted rates and the minimum wages, the higher of the two shall be payable.
3. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each Staff Car Driver. All the Staff Car Drivers deployed in this Office will be paid their wages on monthly basis (By Cheque in time) by the Company/Firm/Agency and the photocopies of disbursed cheque will be submitted in this Office.
4. In case of any payment involving parts of a month, the amount shall be calculated as follows:-
  - (i) Daily rate = Monthly Rate/22
  - (ii) The amount payable is equal to daily rate x total no of days in the period (excluding Saturday & Sundays)[Please refer to Delhi Govt. Order No. 12(142)/02/MW/VII/348 Dated 31.3.2015 regarding minimum wages]
5. If any service provider quotes Administrative service charge (in Col. 5 above) as zero /nil/blank, it shall not be treated as a valid quote and shall summarily result in dismissal of the financial bid even if the service provider otherwise is technically qualified.
6. In all the Rows, the figures are to be quoted per Staff Car Driver on a monthly basis. The rates indicated in any other unit like daily / hourly / weekly etc. shall be treated as invalid.
7. The offer shall be evaluated as per the total amount indicated in Row 7. Payment shall be made after suitable rounding off in the total amount arrived at by multiplying the rate per Staff Car Driver and the number of Staff Car Driver supplied.
8. In case of more than one eligible bidders i.e. in case of Tie, the winner will be decided on the following basis:-
  - (i) The Agency having maximum Turnover will be awarded the Tender.
  - (ii) If the tie still exists, the agency having more experience will be preferred.

(B. Pattnaik)  
Deputy Director