

# **Directorate General of Civil Aviation**

**NOTICE INVITING TENDER**  
**FOR PROVIDING BATTERIES**

**at**

**CEO R.K Puram, New Delhi**

**F.No.14013/14/2016-General**  
Government of India  
Directorate General of Civil Aviation  
Aurobindo Marg, Opposite Safdarjung Airport,  
New Delhi-110003

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Dated 01.09.2016

**Subject: - e-Tender for supply of various Batteries at CEO R.K Puram**

<b>Critical Dates and Information</b>		
<b>S. No.</b>	<b>Description</b>	<b>Dates</b>
<b>1</b>	Notice Inviting Tender Start Date and Time	01-09-2016 on 05:30pm
<b>2</b>	Document download Start Date and Time	02-09-2016 on 09:00am
<b>3</b>	Pre-bid conference Date and Time	12-09-2016 on 12:00pm
<b>4</b>	Pre-Bid conference place	Conference Room, DGCA
<b>5</b>	Bid Submission Start Date and Time	16-09-2016 on 10:00 AM
<b>6</b>	Bid Submission End Date and Time	21-09-2016 upto 04:00 PM
<b>7</b>	Tender (Technical Bid) Opening Date and Time	22-09-2016 on 12:00pm
<b>8</b>	Purchaser of Services	Directorate General of Civil Aviation
<b>9</b>	EMD money	Rs.20,000/-
<b>10</b>	EMD money Instrument	Demand Draft from any scheduled commercial bank or nationalised bank

**Note:-**

1. E-Tender are invited under two bid systems i.e. Technical and Financial Bid for providing various batteries in CEO R.K Puram, New Delhi.
2. If at any stage it is found that any of the details / documents furnished by the bidder are false/ misleading/fabricated, he/she would be liable to legal action and forfeiture of the Earnest money deposit. Also, any bid with NIL/N.A./BLANK/ZERO VAT will summarily be rejected.

3. *Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app>.*

**Sd/-  
B.Pattnaik,  
Deputy Director of Administration,  
For Directorate General of Civil Aviation**

**(I) Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders may refer to the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of

the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 12) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 13) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 14) The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time **(as per Server System Clock)**.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and

conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

## **(II) INSTRUCTIONS TO BIDDERS**

### **1. GENERAL:-**

The present tender is being invited for Batteries (as per Annexure B) under which the contractor shall provide brand new batteries in CEO R.K Puram.

### **2. ELIGIBLE BIDDERS:-**

**2.1.** The contractor has to submit online an undertaking stated in a prescribed format as mentioned in annexure-D.

**2.2.** The bidder has to specify following details as well:-

**2.2.1.** Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

**2.2.2.** Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

**2.2.3.** Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

**2.3.** The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

**2.4.** Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

**2.5.** Bidder must submit scanned copies of all documents required, duly self-attested, along with technical bid of the tender.

**2.6.** Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid. If the DGCA subsequently finds to the contrary, the DGCA reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

**2.7.** Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.



### **3. ONE BID PER BIDDER:-**

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

### **4. COST OF BID:-**

The bidder shall bear all costs associated with the preparation and submission of his bid and the DGCA will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

### **5. VISIT TO CEO R K Puram:-**

The bidder is advised to visit and see the conditions of the UPS and the type of battery that are to be installed in it. The costs of visiting shall be borne by the bidder. However, submission of online bid shall be deemed to imply that the bidder has made himself/themselves completely aware of the type of batteries to be installed.

### **6. TENDER DOCUMENTS:-**

#### **6.1. Contents of Tender Documents.**

**6.1.1.** The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing batteries. The Tender document comprises of:

- (a)** Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal (<https://eprocure.gov.in/>)
- (b)** Instructions to bidder
- (c)** Terms and Conditions.
- (d)** Technical Bid (Annexure-A)
- (e)** Financial Bid and Details of Batteries required (Annexure B)
- (f)** Undertaking (Annexure-C)
- (g)** Form of Agreement (Annexure-D)
- (h)** Form of Bank Guarantee of Performance Security (Annexure-E)
- (i)** Special terms and conditions (Annexure F and G)

- 6.1.2** The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 6.1.3** The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

## **6.2 PRE-BID CONFERENCE:-**

If any bidder has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification in pre-bid conference held at Conference hall, DGCA which will be held as per the dates mentioned in critical dates of the tender notice. Any such clarification, together with all details on which clarification had been sought, will also become the addendum to the existing tender document and it will form part and parcel of the original tender document and which, in turn, will be published on e-tendering portal (central public procurement portal). All communications between the bidder and DGCA shall be carried out in writing.

## **6.3 CLARIFICATION OF TENDER DOCUMENT**

- 6.3.1** The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Section Officer, General Section, DGCA.
- 6.3.2** Except for any such written clarification by DGCA, which is expressly stated to be an addendum to the tender document issued by the General Section of DGCA, no written or oral communication, presentation or explanation by any other employee of DGCA shall be taken to be part of conditions of tender and shall not bind DGCA or fetter the DGCA under the contract.
- 6.3.3** Any bid of the bidder is liable to be rejected, summarily if the proposed bid is found to be deviated from the terms and conditions mentioned in the notice inviting tender, tender document, addendum and corrigendum, if any.

## **7 PREPARATION OF BIDS**

### **7.1 Language**

Bids and all accompanying document shall be in English OR in Hindi. In case any accompanying documents are in other languages, it shall be

accompanied by an English translation. The English version shall prevail in matters of interpretation.

## **7.2 Documents Comprising the Bid**

Tender document issued for the purposes of tendering as described in Clause 6.1 and any amendments issued shall be deemed as incorporated in the Bid.

**7.2.1** The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid online.

**7.2.2** One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

**7.3** The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.20,000/- (Rupees Twenty Thousand only)** in the form of an Account Payee Demand Draft in favor of **PAO, DGCA, MOCA, NEW DELHI** along with the Tender document. The EMD money will remain valid till the time the bid is valid. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

## **7.4 BID PRICES:-**

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the batteries at DGCA. This includes all the liabilities of the contractor such as cost of secure packaging and delivery of batteries to CEO R.K Puram

**7.4.1** The final total cost (C) of the bid is the cost of new battery (A) minus the buyback cost of the old batteries (B). The bidders who are not willing to buyback old batteries may quote zero rupees against buyback cost. However the final total cost will be calculated as:  $C = A - B$ .

**7.4.2** Conditional bids/offers will summarily be rejected. Also, the bids which are not conforming to terms and conditions of the tender document are liable for rejection outrightly.

**7.4.3** Any bid with zero/NIL/N.A./Blank VAT will be rejected summarily and DGCA will not be held responsible, whatsoever, for any clarification on rejection of bid.

## **7.5 CURRENCIES OF BID AND PAYMENT-**

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

## **7.6 EMD MONEY:-**

- 7.6.1** The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.20,000/- (Rupees Twenty Thousand only)** in the form of an Account Payee Demand Draft in favor of **PAO, DGCA, MOCA, NEW DELHI** along with the Tender document. The EMD money will remain valid till the time the bid is valid. EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.
- 7.6.2** Any bid not accompanied by EMD money shall be rejected.
- 7.6.3** EMD money so deposited shall not carry any interest.
- 7.6.4** EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.
- 7.6.5** EMD money of the successful bidder shall be returned on receipt of **Performance Security** in the form of bank guarantee of **Rs.30,000/- (Rupees thirty thousand Only)** in the favor of **“PAO, DGCA, MOCA, NEW DELHI”** for the equivalent period of warranty/Guarantee as prescribed in annexure-E.
- 7.6.6** Successful bidder is solely responsible to furnish the proof of performance security in the form of bank guarantee of **Rs.30,000/- (Rupees thirty thousand Only)**. However, any deviation during the tender by successful bidder, the performance security will be forfeited.
- 7.6.7** Successful bidder has to take charge of the supply of batteries within a period which cannot be more than 10 days from the date of issue of award of contract. However, the date of taking charge will be intimated to the successful bidder. Also, successful bidder has to furnish the acceptance of award of contract issued to him/her within 07 days from date of issue of award of contract along with performance security in the form of bank guarantee and agreement as per annexure-E.
- 7.6.8** EMD money shall be forfeited if the successful bidder refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the DGCA.
- 7.6.9** DGCA will be not held responsible to pay any interest, whatsoever, on EMD money and performance security.

## **7.7 FORMAT AND SIGNING OF BID:-**

- 7.7.1** The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder along with the acceptance of award of contract.
- 7.7.2** The documents comprising the bid shall be printed or written in indelible ink and scanned properly and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 7.7.3** The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by DGCA, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

**7.8 SUBMISSION OF BIDS:-**

- 7.8.1** The bidder shall submit the Technical Bid and the Financial Bid online on central public procurement portal.
- 7.8.2** The submission of bids will imply that bidder has acquainted himself with the operational conditions of CEO R.K Puram and has acquainted with terms and conditions of tender document, notice inviting tender, addendum, and corrigendum, if any.
- 7.8.3** The Technical Bid should consist of the following documents and must be uploaded after scanning and only in two packets:-

**Technical bid:-**

- (a) EMD (Earnest Money Deposit) for an amount of **Rs.20,000/- (Rupees Twenty Thousand only)** in the form of an Account Payee DD in favor of **PAO, DGCA, MoCA, NEW DELHI.**
- (b) Name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (c) Scanned & Self attested copy of PAN No. card of firm under Income Tax Act;
- (d) Scanned & Self-attested copy of VAT Registration Number;
- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Any other document as specified in Technical Bid format as per annexure-A;

(g) Duly filled and signed all annexures specified at the end of this document.

**Financial bid:-**

1. Price Bid (First download it then unrar it then quote the rates then again rar it and then upload it.)

**7.8.4** The financial Bid should be submitted online and only highlighted fields must be filled and no values must be entered in the fields other than highlighted fields.

**7.8.5** The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

**8 LATE AND DELAYED TENDERS:-**

**8.1** Bids must be submitted in the portal of central public procurement portal well before the last date of submission of bid. DGCA may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of DGCA and the Bidder will be the same.

**8.2** Any error occurred at the time of submission of the bids, as stipulated above, shall not be the responsibility of DGCA and any incomplete bid in any form will summarily be rejected.

**9 BID OPENEING AND EVALUATION:-**

**9.1 BID OPENING**

**9.1.1** The authorized representatives of the DGCA will open the Technical Bids submitted online. However, any bidder wishes to attend can do so without giving any prior intimation and also, if any bidder(s) fail to attend, DGCA is not responsible for this whatsoever.

**9.1.2** The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

**9.1.3** Conditional bids will also be summarily rejected.

**9.2 RIGHT TO ACCEPT/REJECT BIDS:-**

**9.2.1** Normally, the tender will be awarded to the lowest bidder. However, DGCA is not bound to follow this in any situation whatsoever. Also, DGCA is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

**9.2.2** DGCA may terminate the contract or cancel the award of contract, if it is found that the contractor is black listed on previous occasions by the any of the Central or State Government / Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.

**9.2.3** DGCA may cancel the award of contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

## **10 AWARD OF CONTRACT:-**

**10.1.** DGCA will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

**10.2.** DGCA will communicate the successful bidder by mail and fax provided and will be confirmed by letter sent to successful bidder by registered post/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award of Contract (AoC)") shall prescribe the duration of contract and the amount which DGCA will pay to the contractor in consideration of the execution of services by the contractor as prescribed in the contract.

**10.3.** The successful bidder will be required to execute an agreement in the form specified in Annexure-D within a period of 07 days from the date of issue of Award of Contract.

**10.4.** The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Award of Contract (AoC)" for an amount of **Rs.30,000/- (Rupees thirty thousand Only)** Bank Guarantee from any scheduled commercial bank or nationalized bank in an acceptable form (Annexure-E) in favor of **PAO, DGCA, MOCA, NEW DELHI**. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

**10.5.** Failure of the successful bidder to comply with the requirements of any clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of EMD money.

### **(III) TERMS AND CONDITIONS OF THE CONTRACT**

1. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
2. Adequate supervision will be provided to ensure correct performance of the said batteries in accordance with the prevailing assignment instructions agreed upon between contractor and DGCA.
3. That in the event of any loss occasioned to CEO R.K Puram, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by DGCA, the said loss can be recovered from the contractor up to the value of the loss. The decision of the Head of DGCA will be final and binding on the agency.
4. DGCA shall have the right, within reasonable and legitimate directions but not limited to conditions like not behaving courteously, maintain decorum etc., to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to DGCA.
5. The payment would be made after receiving all the batteries on the documentary proof jointly signed by the representative of CEO R.K Puram and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by DGCA.

#### **Penalty Clause**

6. Any damage or loss caused by contractor's persons to CEO R.K Puram in whatever form would be recovered from the contractor and in case of severe damages as decided by Head of DGCA to the property of DGCA will be liable to be recovered from contractor and no ceiling will be observed in levying the penalty in such cases.
7. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
8. **FORCE MAJEURE**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days,



whichever is more, either party may at its option terminate the contract.

9. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
10. "NOTICE TO PROCEED" means the notice issued by DGCA to the contractor communicating the date on which the work/services under the contract are to be commenced.
11. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to DGCA for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of DGCA.
12. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Bank Guarantee.
13. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
14. The contractor shall indemnify and hold DGCA harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
15. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by DGCA from the agency.
16. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by DGCA etc.
17. **INDEMNIFICATION:**  
DGCA will not be responsible for any injury or losses sustained by agency's personnel during the performance of their duties and also for any damages or compensation due to any dispute between the agency and its workers. With all the liabilities arising out of any provisions of the labour laws / Acts / enactments / instructions in-force or enacted from time to time during the duration of this agreement, shall be the responsibility of the agency. Furthermore, the agency shall be responsible for the payment of compensation, insurance or other claims of its employees or any other kind what so ever. DGCA will not be responsible of being a principal employer for the employees deployed on the work by the agency.
18. **OBLIGATION OF THE CONTRACTOR:**  
The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and

shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

**19. DISPUTE RESOLUTION:**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary/Secretary (of the Administrative Department), Government of NCT of Delhi.

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

**20. JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**DIRECTOR GENERAL OF CIVIL AVIATION  
TECHNICAL BID FOR PROVIDING BATTERIES**

S.No.	Description	Details	Page No.
1	Name of the firm/individual		
2	Address of the firm/individual		
3	Contact details of the firm with fax no.		
4	E-mail of the firm		
5	Name and address of the head of the firm		
6	Name of the contact person of the firm and contact details		
7	Specify the type of firm (sole proprietor/partnership/other specify)		
8	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue		
9	VAT registration number with copy of certificate attached		
10	PAN no. with a copy attached		
11	TIN no. with proofs attached		
12	Bank account number & IFSC code (two cancelled cheque attached)		

**Note:** Photocopies of all necessary documents duly self attested must be scanned for verification of the information provided and submitted at the time of acceptance of award of contract. Also, every document whatsoever, attached or submitted in the bids must have self attestation of the firm's/agency's authorized signatory. Bids will summarily be rejected if any paper found with no self attestation.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in notice inviting tender and undertake myself/ourselves abide by them. I/We\_\_\_\_\_ certify that all the information provided on previous page are true to the best of my knowledge.

Name of the bidder and Signature of the bidder with seal of the firm

## Directorate General of Civil Aviation Financial Bid

### Requirement of Batteries (excide or equivalent brand):

SL. No.	UPS Capacity and Quantity	Item required	Voltage (V) of battery	Ampere Hour (AH) Capacity of battery	Quantity of battery required	Amount (including tax)	Period of warranty (in months)
01	5 KVA, 03 num	Battery	12	42	60		
02	3 KVA, 01 num	Battery	12	26	16		
03	1 KVA, 08 num	Battery	12	07	16		
<b>Total Cost (A)</b>							

SL. No.	UPS Capacity and Quantity	Item required	Voltage (V) of battery	Ampere Hour (AH) Capacity of battery	Quantity of battery	Buyback Amount
01	5 KVA, 03 num	Battery	12	42	60	
02	3 KVA, 01 num	Battery	12	26	16	
03	1 KVA, 08 num	Battery	12	07	16	
<b>Total Cost (B)</b>						

### Final Total Cost (C) = A-B

Cost of New battery (A) (in Rs.)	Cost of Buyback (B) (in Rs.)	Final Total Cost (C) (in Rs.)

**Annexure-C**

**(ON A STAMP PAPER of Rs.100/-)**

**UNDERTAKING**

To  
Directorate General of Civil Aviation,  
Opp. Safadrjung Airport,  
Aurobindo Marg, New Delhi-110003

Name of the firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date:\_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

(Signature of the Bidder)

Name and Address of the Bidder  
Telephone No.

## Directorate General of Civil Aviation

### FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between the President of India through \_\_\_\_\_ (Name and address of the Department) (hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing batteries to the \_\_\_\_\_ Directorate General of Civil Aviation for providing safety, monitoring and surveillance of the Department.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Notice Inviting Tender for batteries
  - b. Award of contract;
  - c. Terms and Conditions;
  - d. Addendums, if any; and
  - e. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and supply the batteries w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the

provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor  
Signature of the authorized official

For and on behalf of the DGCA  
Signature of the authorized Officer

Name of the official  
Stamp/Seal of the Contractor

Name of the Officer  
Stamp/Seal of the Employer

By the said  
\_\_\_\_\_ Name  
on behalf of the Contractor in  
the presence of:

By the said  
\_\_\_\_\_ Name  
on behalf of the Employer in  
the presence of:

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_

## Bank Guarantee Bond for Performance Security

### GUARANTEE BOND

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt \_\_\_\_\_ [hereinafter called 'the said Contractor(s)'] from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) We, \_\_\_\_\_, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of \_\_\_\_\_ [contractor(s)] do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office/Department/Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without



our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank).

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the  
\_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## UNDERTAKING

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on \_\_\_/\_\_\_/2016.

Place:

Signature of the Tenderer  
Name of the Signatory  
Date: \_\_\_/\_\_\_/2016  
Name of the Firm/agency  
Seal of the Firm/Agency

## Special Terms and conditions

1. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc.
2. There should be at least 2 years of warranty/guarantee on the batteries.
3. The goods should be capable of working in an operative environment with Delhi's temperature of 5 to 45 degrees centigrade with relative humidity between 20 to 80 percent RH in normal Room temperature (with or without AC).
4. Any goods found defective after purchase should be replaced free of cost to the satisfaction of DGCA authorities failing which the cost already paid will be deducted from the next Bill  
/EMD furnished by the selected vendor.
5. Payment will be done once the batteries are successfully installed in the UPS and found to be in working condition on the actual quantity of the supplies made at the prices approved by the DGCA after making adjustments for goods found defective and returned.
6. The bid security/EMD of the bidder would be forfeited, in case he refuses to honour the letter of intent / A.P.O. issued by the DGCA for supply of the materials.