



FILE NO. D-15017/20/2016/GENERAL
GOVERNMENT OF INDIA
DIRECTORATE GENERAL OF CIVIL AVIATION,
OPPOSITE SAFDARJUNG AIRPORT, NEW DELHI – 110003

Dated: 5th April, 2017

e-TENDER NOTICE

Title of the tender		Comprehensive Annual Maintenance Contract for 40 KVA DG Set installed in DGCA (HQ), New Delhi.
Critical Dates and Information		
S. N.	Description	Dates
1	Notice Inviting Tender Start Date and Time	05.04.17 at 02:00 PM
2	Document Download Start Date and Time	05.04.17 at 04:00 PM
3	Pre-bid Conference Date and Time	12.04.17 at 03:00 PM
4	Pre-bid Conference Place	Conference Room, DGCA
5	Bid Submission Start Date and Time	13.04.17 at 02:00 PM
6	Bid Submission End Date and Time	26.04.17 at 03:00 PM
7	Tender (Technical Bid) Opening Date and Time	27.04.17 at 3:30 PM
8	AMC Period	One Year
9	AMC Location	Directorate General of Aviation, New Delhi.
10	EMD Rs.	20,000/-
11	EMD Money Exemption Allowed	Yes
12	EMD Money Instrument	Demand Draft from any scheduled commercial bank or nationalized bank.

NOTE:-

1. e-Tender is invited under two bid systems i.e. “Technical and Financial Bid” for Comprehensive Annual Maintenance Contract for 40 KVA DG Set installed at DGCA (HQ), New Delhi.
2. If at any stage, it is found that any of the details / documents furnished by the bidder is false / misleading / fabricated, he / she would be liable to legal action and forfeiture of the

EMD. Also, any bid with **NIL/N.A./BLANK/ZERO service charge** 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. Sengupta)
Deputy Director of Administration,
For Directorate General of Civil Aviation

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 (DSC). 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 cost.
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.

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 (i.e. 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.

INSTRUCTIONS TO BIDDERS

GENERAL

Online “Technical and Financial Bid” for 40 KVA DG Set are invited from the Original Equipment Manufacturers (OEM) / authorized dealers having their service centers.

2. Interested parties are requested to submit their required documents online for providing comprehensive annual maintenance contract for 40 KVA DG Set installed in DGCA (HQ), New Delhi. The interested parties may remain present during the tender opening process, no separate communication will be sent in this regard.

3. *The bid documents should be submitted online alongwith scanned copy Earnest Money Deposit (EMD) of Rs. 20,000/- in the form of a Demand Draft of schedule Bank in favour of PAO, DGCA, MoCA, payable at New Delhi.*

4. The tender / bid documents submitted without Demand Draft will be rejected. During scrutiny of Tender Documents received through online, if any non compliance of terms of tenders is found, the same will be disqualified and no further communication will be entertained in this regard.

5. The earnest money will be refunded / released after the completion of bid validity period i.e.03 months from the date of award of contract.

6. DGCA reserves the right to reject any or all the tenders in full or in part at any stage without assigning any reason thereof. DGCA’s decision in this regard shall be final and binding.

7. At the time of opening of bids/proposals, authorized representative of the manufacturer / dealer can be present. Such representative should be decision making level and must produce authorization letter with photo identity.

DETAILS OF WORK / JOB DESCRIPTION

(A) The tenderer shall carryout the following works during CAMC period alongwith the servicing of 40 KVA D.G. Set installed in DGCA (HQ), New Delhi – 110003.

1. General check up & preventive maintenance and to fill up preventive check up schedule for each machine.
2. Check lube oil level and conditioning of lube oil, top-up / refill if required.
3. The oil filters shall be replaced whenever oil is changed.
3. The air filter shall be cleaned periodically with compressed air, check batteries and top-up the distilled water if required.
4. Check functioning of changing alternator.
5. Engine safety viz., high water temperature gauge, oil pressure gauge, oil temperature gauge and high speed gauge shall be checked for their functions and repaired / replaced if required.
6. Coolant level and conditioning of coolant shall be check and refilled if required.
7. Check fan and alternator drive belts and tightened if required.
8. The governor shall be checked and tuned for proper functioning.
9. Check for leaks if any and shall be rectified.
10. Check reports shall be submitted every month / every breakdown calls.

(B) Supply and replacement of following parts during B Check Service (Every 300 hrs. of engine operation / 6 months whichever is earlier (i) Fuel filter (ii) lubricating oil filter (iii) by pass filter (iv) coolant (v) Air-filters.

1. Checking and servicing of engine for smooth running, its unusual sound and color of smoke from exhaust and set it right in case of deviations.
2. Checking and repairing the leakage of fuel, lubricating oil and coolant.
3. Cleaning and changing of air-filters as per requirement.
3. Setting of valves tappets whenever required.
4. Checking and repairing of accessories drive, turbo charger and crankshaft endplay whenever required.
5. Checking of alignment and alignment of engine and alternator as per requirement.
6. Checking of instrument on instrument panel including replacement as and when required.

7. Checking of throttle control & its setting.
8. Checking of rotating diodes assembly in brushless alternator including replacement as and when required.
9. Checking of wiring system and repairing / replacement as and when required.
10. Repair and maintenance of relays including contractors in control panel.
11. Checking of battery terminal and de-sulphation.
12. Diagnosis of faults in engine and alternator and its rectification.
13. Breakdown calls to be attended on priority within 06 hours.
14. Providing a spare AVR, Self starter and accessories, free of charge, if the repair / overhaul / replacement are expected to be taken in more than two days.
15. Checking / repair / adjustment / replacement servicing shall be carried under CAMC except cost of the component / parts to be replaced due wear and tear.
16. The firm should undertake to arrange genuine spares of the D.G. set, alternator and AMD panel as and when required within two working days.
17. The tenderer's service engineer shall visit the site for attending the generator sets not less than twelve times during the contract period (minimum once in a month) and shall inspect the generator set thoroughly. Each visit shall take place 1st week of each month.
18. The tenderer's service engineer shall visit one in two months for checking of electrical side viz., alternator, AMF panel if any.
19. The engine shall be run on no load or at available load, and should be checked for any leakage and abnormal noise. If any such abnormality noticed shall be diagnosed and remedial action shall be taken.

TERMS AND CONDITIONS

You must submit the following primary information / documents online while participating. You will have to submit the scanned copy of the following documents online and do produce the related documents whenever required by us.

- (a) Copy of Trade License / registration certificate of company / firm.
 - (b) DIN No. of Directors in case bidder is a company.
 - (c) Authorization letter in favour of authorized person signing the tender / contract document.
 - (d) VAT and Service Tax Registration No.
 - (e) Firm's IT PAN No.\
 - (f) Income Tax Last Return Copy
 - (g) EMD of Rs. 20,000/-
 - (h) At least five (05) years of work experience in the same field in any Government Institution / PSU Department.
 - (i) Undertaking on company's letter head not to blacklist by any Government Institution / PSU Department as per the format (**Annexure-A'**)
 - (j) Undertaking on company's letter head to abide all the terms and conditions stipulated in the tender notice as per the format (**Annexure-B'**)
 - (k) Above listed documents must be submitted alongwith the EMD of Rs. 20,000/- in favour of **PAO, DGCA, MoCA** payable at New Delhi as well as the original EMD of Rs. 20,000/- should be reached to this office before closing the date of submission of bid.
2. Hard copy of the tender documents will not be accepted except original EMD of Rs. 20,000/-
 3. The tender without scanned copy of EMD online will summarily be rejected. However exemption from the EMD may be allowed, if sufficient documents such as NSIC registration for EMD exemption etc are produced and uploaded while submitting the bids online.
 4. EMD of unsuccessful bidders will be returned within 30 days after the award of the contract.
 5. Financial bid be submitted as per the format (**Annexure-C'**)
 6. The CAMC will be valid for a period of one year, which can be extended for further period if the performance is found satisfactory. In case of non satisfactory services, the contract will be cancelled forthwith without assigning any reason what so ever and security deposit will be forfeited.

7. The payment of the CAMC charges shall be made on quarterly basis against submission of bill in triplicate alongwith the satisfactory report from the users.
8. The firm shall take prior permission from the undersigned / section officer, General Section for taking the DG set or its parts out of the office premises for repairs and replacement of worn out parts with original.
9. The rates quoted by the firm will not be enhanced **during** the period of contract in any case. He has to attend the urgent call from time to time.
10. Bidder will have to submit bills / invoices to this office in triplicate duly pre-receipted (and stamped for amount over Rs. 5,000/-).
11. The period of contract will be for one year from the date of issuing of work order.
12. DGCA reserves the right to alter / modify or reject the tender at any stage without assigning any reason thereof and is not bound to accept the lowest tender. Canvassing in any form, direct or indirect, on any part of tenderers will render the tender liable for rejection / cancellation.
13. The tenderers / bidders should be authorized dealers of any reputed brand DG set and should have preferably at least five years work experience to undertake similar type of works and the details of the clients / organization served should be submitted online.
20. Successful bidders will be bound to submit and sign the agreement as per format (**Annexure-‘D’**) on non-judicial stamp paper worth of Rs. 100/- (Rupees one hundred only).
21. Successful bidders will have to submit a **Performance Guarantee @ 5% of contract value** as per the format prescribed by the RBI.

Sd/-

(B. Sengupta)
Deputy Director (Admin.)
Office of the Directorate General of Civil Aviation.

SPECIAL TERMS AND CONDITIONS

1. The manpower engaged should be trained for repairing / maintenance task. It will be the sole responsibility of the contractor that the men engaged are trained and the Department will not be liable for any mishap, directly or indirectly.
2. All the consumables and disposables required for cleaning the 40 KVA D.G. Set are to be procured by the contractor. All consumables and disposables should be eco-friendly and of reputed quality.
3. Mechanized equipments, wherever required if any, will be procured by the contractor as determined by the Department.
4. The cleanliness will be periodically checked by an authorized officer of DGCA offices based on certain objective criteria which are decided to measure level of cleanliness and the contractor has to abide by those criteria.
5. The Department reserves the right to cancel or reject all or any of the tender without assigning any reason.
6. **PENALTY CLAUSE**
 - (a) Any damage or loss caused by contractor's persons to DGCA offices in whatever form shall be recovered from the contractor. In case of severe damages as decided by respective DGCA offices, to the property of DGCA offices, the same will be liable to be recovered from contractor and no ceiling will be observed in levying the penalty in such cases.
 - (b) In case, the complaint is not attended within eight (08) working hours, a penalty of Rs.500/- per day per will be deducted from the payment to be made to the contractor.
 - (c) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the O/o DGCA (HQ), New Delhi reserves the right to impose the penalty at the rate of **Rs 10000/- (Rs Ten Thousand)** per day, for a period upto 7 days, beyond which, the O/o DGCA (HQ), New Delhi reserves the right to terminate the contract due to willful disobedience by the contractor.
7. 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 offices.
8. The selected bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.

9. The bidder registered with NSIC or any other Government Organisation which allows exemption from EMD can avail the benefits as allowed by the concerned organisation on the basis of valid registration and valid proofs need to be produced for the same.
10. The person deployed for the job must be trustworthy, skilled, trained and of good character employees of the approved vendor/contractor for all purposes and DGCA office will have no liability regarding any matter concerning to their salaries, other payments, welfare, uniform etc. Hence the staff of the vendor/contractor will have no right to claim on DGCA office in any respect, of employment or any legal compensation in case of any injury, disability or death, while on duty in DGCA office as part of this service/job contract. Hence, all liabilities arising out of accident or death while on duty shall be borne by the contractor.
11. The person so provided should be on the permanent roll of the company/Firm/Agency etc and their antecedents should be pre-verified by the Police authorities.
12. The staff engaged by the contractor shall not accept any gratitude or reward in any shape whatsoever.
13. The Vendor/contractor shall at his own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this contract and indemnify the Department against any loss which accrues to the Department directly or indirectly on account of commission/ omission of his responsibilities under this contract.
14. 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.
15. The contractor shall engage the men/women whose age shall be between 18-50 years. Employment of child labour will lead to the termination of the contract, without any notice at the costs, risks and responsibilities of the vendor/contractor.
16. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting.
17. In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Vendor/contractor and DGCA (HQ), New Delhi shall not be liable for any claim for damages or compensation.
18. DGCA (HQ), New Delhi shall not be responsible for any claim, whatsoever, against the Vendor/contractor from third party sources including claims, if any, from the men employed by the Vendor/contractor under this Contract.
19. Vendor/contractor shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in DGCA (HQ), New Delhi, under the provisions of this Contract. The Vendor/contractor shall be required to certify that persons deployed by him are not involved in any

unlawful activity including theft, pilferage, sabotage; terrorism etc. and he shall be fully responsible for their conduct. Vendor/contractor should also obtain entry passes, gate passes for the persons deployed by him for work.

20. The contractor will not be held responsible for the damages/sabotage caused to the property of DGCA (HQ), New Delhi due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
21. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of discipline. DGCA offices shall have right to have any person moved in case of staff/visitor complaints or as decided by competent authority of DGCA offices, if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
22. For successful implementation of the terms and conditions of this agreement, the staff employed by the Vendor/contractor shall be subject to inspection by the authorized officers of DGCA (HQ), New Delhi.
23. The Vendor/contractor shall ensure that DGCA (HQ), New Delhi property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss, the Vendor/contractor shall be liable to make good the loss. The decision of competent authority of DGCA as to the quantum and value of damage/loss and the extent of recovery to be made from him, shall be final and binding on the Vendor/contractor.
24. Decision of DGCA offices regarding satisfactory completion of the job will be final & binding on the Vendor/contractor. If the work is not found satisfactory then the Vendor/contractor may be asked to redo the work at no additional cost to DGCA (HQ), New Delhi. The Vendor/contractor shall be bound by any such decision/direction of DGCA (HQ), New Delhi.
25. The Vendor/contractor shall be liable for Penalty and Termination of Contract in case of failure to comply with the conditions governing this Contract, unsatisfactory work/workmanship, etc.
26. DGCA (HQ), New Delhi shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee-employer relationship with any of the workers of the contractor. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel/staff shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
27. The contractor shall ensure that its personnel shall not at any time, without the consent of DGCA (HQ), New Delhi in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by DGCA (HQ), New Delhi and shall not disclose to any information about the affairs of DGCA. This clause does not apply to the information, which becomes public knowledge.
28. If any work which cannot be done at the DGCA office premises that component of work shall be allowed to be done outside at the sole costs, risks and responsibilities of the

vendor/contractor. In this regard, all the costs such as labour, transportation etc. shall be borne by the vendor/contractor.

29. The vendor/contractor's staff shall perform their duties at the DGCA office premises with due diligence and take all precautions to avoid any loss or damage to the government property/person. The vendor/contractor will be solely liable for all matters of any indiscipline, theft, indecent behavior, official misconduct, loss or damage to any person or persons or government property at the premises.
30. Persons/staff should be equipped with mobile phones so that they can be contacted while attending the complaint during in DGCA premises.
31. The vendor/contractor must deploy adult (age more than 18 years), healthy (free from any illness) and well trained staff only for this job.
32. Be it private or public areas, all the workers are liable to be frisked/ checked by the security personnel at DGCA (HQ) premises, both while entering and leaving the premises.
33. **“NOTICE TO PROCEED”** means the notice issued by DGCA (HQ), New Delhi to the contractor communicating the date on which the work/services under the contract are to be commenced.
34. 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 the Department for the fulfilment 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 the Department.
35. The contract period shall be twelve months from the date of the commencement of contract.
36. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department, the department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
37. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract, the DGCA (HQ), New Delhi will not be liable to pay any amount whatsoever apart from that has been agreed upon in the agreement.
38. The contractor shall indemnify and hold the Department 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.
39. Only physically/mentally fit personnel shall be deployed by the contractor to attend the complaint in respect 40 KVA D.G. Set installed in DGCA (HQ), New Delhi.
40. DGCA (HQ), New Delhi shall not be responsible for providing residential accommodation, medical facilities and transportation, to any of the personnel of the contractor.

41. If as a result of post payment audit any overpayment is detected in respect of any work done by the Contractor or alleged to have done by the Contractor under the tender, it shall be recovered by DGCA (HQ), New Delhi from the contractor.
42. 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 (HQ), New Delhi.
43. The bidder should quote for all items/works and agree to the terms and conditions of the tender without any addition/ alterations failing which the quote of the bidder will be summarily rejected.
44. Each page of the tender document should be signed and stamped by the vendor/contractor before uploading to the CPP portal.
45. Tenders containing omissions and alterations are liable to be rejected. Where corrections are necessary, the same must be made in ink and all such corrections are to be attested by full signature of the authorized person(s) of vendor/contractor and dated.
46. The Tenderer shall treat the contents of the tender documents as private and confidential.
47. In the event of the vendor/contractor's business or if any of its concerned division is taken over/bought over by another party, all the obligations and execution responsibilities under the tender/contract with DGCA (HQ), New Delhi shall be passed on for compliance to that new party, inheriting business operations from earlier assigned party/agency.
48. The vendor/contractor should not assign or sublet or subcontract the contract or any part of it to any other agency. The penalty for non-compliance shall be revoking the contract and encashment of the Performance Security Deposit.
49. Incomplete and unsigned bids are liable to be rejected and no correspondence about such cases shall be entertained by DGCA (HQ), New Delhi.
50. DGCA (HQ), New Delhi also reserves the right to modify/relax any of the terms & conditions and/or cancel the tender without assigning any reason.
51. No Payment will be made for the machines, tools and appliances to be brought in by the vendor/contractor for providing the services mentioned in this tender.
52. DGCA (HQ) reserves the right to reject the lowest tender or any other tender or all the tenders and /or to accept any tender either in whole or in part without assigning any reason whatsoever and to cancel the bidding process at any time prior to award of contract without thereby causing any liability to the affected vendor/contractor or vendor/contractors or anybody else. The decision of the DGCA (HQ) in this regard shall be final & binding on all the participating vendor/contractors.
53. **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.

54. Also, contractor's quarterly bill will be liable for deduction of TDS as per the rates specified by the tax laws of India.
55. Materials to be brought in by the vendor/contractor. No other payment will be made to the vendor/contractor for the materials except given in **Financial Bid**. The vendor/contractor must also keep and maintain Two-week's buffer stock in advance to ensure the availability of the cleaning material / equipments at all the time to be used during the contract period.
56. The decision of DGCA (HQ) arrived during the various stages of the evaluation of the bids is final and representation of any kind shall not be entertained on the above.
57. In case the bidder is found in-breach of any condition(s) of tender or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the vendor/contractor and Performance Security Deposits shall be forfeited.
58. DGCA (HQ) reserves the right for discontinuation of the service at any time by giving one month's notice if the services are found to be unsatisfactory and also DGCA (HQ) has the right to award the contract to any other agency at the costs, risks and responsibilities of the current agency and excess expenditure incurred on account of this could be recovered from the Performance Security Deposit or pending bill or by raising a separate claim on defaulting service provider agency.
59. In case any attempt is made by bidder to bring pressure towards DGCA (HQ) decision making process, such bidder shall be disqualified for participation in the present tender. Also, any act on the part of the tenderer to influence anybody in DGCA (HQ) is liable to rejection of his tender.
60. Upon verification, evaluation / assessment, if in case any information furnished by a vendor/contractor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
61. **INDEMNIFICATION:** DGCA (HQ) 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 Contractor. 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 (HQ) will not be responsible of being a principal employer for the employees deployed on the work by the Contractor. DGCA (HQ) will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the Contractor. Contractor shall indemnify DGCA (HQ), New Delhi against all losses/damages caused by its employees during the course of discharge/performance of this contract.
62. **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 the 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.

63. **DEFINITION FOR DEFAULT:**

Default is said to have occurred:

- (a) If the selected vendor/contractor fails to deliver any or all of the services within the time period(s) specified in the contract order or any extension thereof granted by DGCA (HQ).
- (b) If the selected vendor/contractor fails to perform any other obligation(s) under the contract.

64. If the selected vendor/contractor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from DGCA (HQ), New Delhi or takes longer period in spite of what DGCA (HQ) may authorize in writing, DGCA may terminate the contract order in whole or in part and may forfeit the EMD/Performance Security as applicable.

65. **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 arbitration to a sole Arbitrator appointed by DGCA (HQ), New 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.

66. **APPLICABLE LAW:**

- (a) The Contract shall be governed by the laws and procedures established by Government of India, within the frame-work of applicable legislations and

enactments made from time to time concerning such techno commercial dealings/processing.

- (b) All disputes in this connection shall be settled in Delhi jurisdiction, as applicable.
- (c) DGCA (HQ) reserves the right to cancel this tender or modify the requirement.
- (d) **DGCA** also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendor/contractors / parties to be kept informed about it.
- (e) **DGCA** in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.

67. **MISCELLANEOUS**

Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Agency and DGCA (HQ), New Delhi during the period of the contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit, accordingly.

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 ___/___/2017.

Place:

Signature of the
Tenderer

Name of the
Signatory

Date: ___/___/2017

Name of the
Firm/agency

Seal of the
Firm/Agency

UNDERTAKING ON COMPANY'S LETTER HEAD

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.
3. I/We hereby declare that I/We am/are the authorised dealer / service provider for D.G. Set.
4. I/We do hereby undertake that complete Maintenance of D.G. Set shall be ensured by our firm/company/agency.

(Signature of the Bidder)

Name.....

Address.....

.....

Contact No.....

FINANCIAL BID

Name & Address of the bidder

S.N.	Description of works	Qty.	Amount (in figure)	Amount (in words)
01	Comprehensive Annual Maintenance Contract (CAMC) for 40 KVA D.G. Set installed at DGCA (HQ), New Delhi.	01		
Total Amount Rs.				

Name, signature and stamp of bidders

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 Comprehensive Annual Maintenance Contract of 40 KVA D.G. Set installed in DGCA (HQ), Opposite Safdarjung Airport, New Delhi.

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 Comprehensive Annual Maintenance Contract of 40 KVA D.G. Set installed at DGCA (HQ), Opposite Safdarjung Airport, New Delhi.
 - b. Tender document Comprehensive Annual Maintenance Contract of 40 KVA D.G. Set installed at DGCA (HQ), Opposite Safdarjung Airport, New Delhi
 - c. Award of contract;
 - d. Terms and Conditions;
 - e. Addendums, Corrigendum if any; and
 - f. 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 work mentioned in tender document for Comprehensive Annual Maintenance Contract of 40 KVA D.G. Set installed at DGCA (HQ), Opposite Safdarjung Airport, New Delhi 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 behalf of the tenderers
Signature of the authorized person

For and behalf of the DGCA
Signature of the authorized officer

Name of the
contractor.....

Name of the officer
.....

Stamp / seal of the company
.....

Stamp / seal of the employer
.....

By the saidname on behalf of
the contractor in the presence of:

By the saidname on behalf
of the employer in the presence of:

Witness
.....

Witness
.....

Name.....

Name.....

...

...

Address.....

Address.....

.....

.....

Contact

Contact

No.....

No.....