

# Directorate General Civil Aviation

## NOTICE

### INVITING TENDERFOR PROVIDING SECURITY SERVICES

at

O/o Dy. DGCA (ER), NSCBI Airport, Kolkata

&

O/o Dy. DAW, JPNI Airport, Patna

(URL: <http://eprocure.gov.in/eprocure/app>)

**F.No. DDG/CC/Security**  
**Government of India**  
**Dy. Director General of Civil Aviation**  
**Civil Aviation Department**  
**NSCBI Airport**  
**Kolkata – 700052.**

**Date: 25-05-2017**

**Subject: - e-Tender for outsourcing of Security Services (06nos Security Guard without arms)**

<b>Critical Dates and Information</b>		
<b>S. No.</b>	<b>Description</b>	<b>Dates</b>
<b>1</b>	Notice Inviting Tender Publishing Date	25-May-2017 at 05:00pm
<b>2</b>	Document Download Start Date/Time	25-May-2017 at 05:00pm
<b>3</b>	Pre-bid conference Date and Time	29-May-2017 at 11:00am
<b>4</b>	Pre-bid conference Place	O/o Dy. DGCA (ER), NSCBI Airport, Kolkata-700052.
<b>5</b>	Bid Submission Start Date and Time	30-May-2017 at 02:30pm
<b>6</b>	Bid Submission End Date and Time	16-June-2017 at 05:00pm
<b>7</b>	Tender (Technical Bid) Opening Date and Time	19-June-2017 at 11:00am
<b>8</b>	Tentative Contract Period	01.07.2017 to 30.06.2018
<b>9</b>	EMD money	Rs.40,000/-
<b>10</b>	EMD money Instrument	Demand Draft from any scheduled commercial bank or Nationalised bank

**Note:-**

1. Online bids are invited from DGR, Ministry of Defense, empanelled Security agencies authorized to operate in Kolkata and Patna, under two bid systems i.e. Technical and Financial Bid for providing security services (3 Guards) in the office of Dy. Director General of Civil Aviation, Kolkata and (3 Guards) in the office of Dy. Director of Airworthiness (DDAW), Patna for a period of Twelve months from the date of contract with a maximum of THREE (03) extensions of Twelve (12) MONTHS each. Manual Bids shall not be accepted.

2. The bids should be submitted online by 16-06-2017 before 1700 Hrs. through e-procurement website <http://eprocure.gov.in/eprocure/app>. Interested bidders may quote the rate as per prescribed financial bid.

3. 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 service charge will summarily be rejected.

4. ***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/-  
**R.C. Paul,**  
**Deputy Director of Airworthiness,**  
**For Dy. Director General of Civil Aviation (ER)**

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## **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 from: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://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.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through 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 / DWF/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 BidSubmission" 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.

#### **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.
- 2) 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. Foreign bidder can get help at +91-7878007972, +91-7878007973.

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

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

The present tender is being invited for Security Services under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide security of building, equipments, materials and staff working in DGCA, monitoring and surveillance of the premises.

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

**2.1.** All security agencies who are providing similar kind of services for at least last five consecutive years and having annual average turnover of Rs.10Lacs each in last two financial years in the books of accounts and must be empanelled with Directorate General of Resettlement (DGR), Ministry of Defence (MoD) and authorised to operate in the respective regions of Kolkata and Patna. Any bidder without empanelment certificate from DGR, MoD will not be eligible for the tender and its bid will summarily be rejected.

**2.2.** Only those agencies will be eligible to participate in this tender who maintain round the clock control room in Kolkata and Patna.

**2.3.** The bidder should have the experience of completion of similar works in any of the Central Government Ministry or Departments/Autonomous Body/Public Sector Undertakings of the Government of India.

**2.4.** Also, contractor has to submit online an undertaking stated in a prescribed format as mentioned in Annexure-D.

**2.5.** The Bidder, to qualify for the award of contract, shall submit online a scanned copy of written power of attorney authorizing the signatories of the bid to participate in the bid.

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

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

**2.6.2** 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;

**2.6.3** 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.

**2.7** 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.

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

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



**2.10** 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 Dy. DGCA, ER subsequently finds to the contrary, the Dy. DGCA, ER 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.

**2.11** 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 Dy. DGCA, ER shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

### **5. VISIT TO DGCA:-**

The bidder is required to provide securities services to O/o Dy. DGCA, ER, Kolkata & O/o DDAW, Patna and is advised to visit and acquaint himself with the operational system. 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 requirements and operational conditions of O/o Dy. DGCA, ER Kolkata and O/o DDAW Patna.

### **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 Security Services. 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) Duty and responsibilities of security staff
- (e) Details of Manpower required (Annexure-B)
- (f) Technical Bid (Annexure-A)

- (g)** Undertaking (Annexure-D)
- (h)** Form of Agreement (Annexure-E)
- (i)** Form of Bank Guarantee of Performance Security (Annexure-F)
- (j)** Financial Bid for Security Services (Annexure-H)
- (k)** Other annexure (C,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 O/o Dy.DGCA, ER 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 Dy. DGCA(ER) 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 O/o Dy. DGCA (ER).

**6.3.2** Except for any such written clarification by Dy. DGCA(ER), which is expressly stated to be an addendum to the tender document issued by the office of Dy. DGCA(ER), no written or oral communication, presentation or explanation by any other employee of O/o Dy. DGCA(ER) shall be taken to be part of conditions of tender and shall not bind Dy. DGCA(ER) or fetter the Dy. DGCA(ER) 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.
- 7.2.3 The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.40,000/- (Rupees Forty Thousand only) (equivalent to 2% of the estimated value of the contract)** in the form of an Account Payee Demand Draft in favour of **Accounts Officer RPAO, Civil Aviation Department, Kolkata**, at O/o DDG(ER), Kolkata by post/courier/ in person. Details of the EMD shall be uploaded in CPP portal 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.
- 7.2.4 The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services.

## 7.3 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 Security Services at O/o Dy. DGCA(ER), Kolkata & O/o DDAW, Patna. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

- 7.3.1 The rates quoted by the bidder should have wage structure as issued by Directorate General of Resettlement, Ministry of Defence with the specification of service charge and service tax. (See financial bid)
- 7.3.2 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.
- 7.3.3 The vendor must pay salary to its employees as per the payment of Minimum Wages Act by Govt. of West Bengal/Bihar as applicable. In case of revision of minimum wages, bidder has to pay its employees employed at O/o Dy. DGCA(ER) & O/o DDAW, Patna premises as per the latest minimum wages circular issued by Government of West Bengal/Bihar, as applicable. However, bidder will be solely responsible for claiming the revised due from Dy. DGCA(ER) & O/o DDAW Patna in accordance with the revised minimum wages circular issued by Government of West Bengal / Bihar.
- 7.3.4 Any bid with zero/NIL/N.A./Blank service charges will be rejected summarily and Dy. DGCA(ER) will not be held responsible, whatsoever, for any clarification on rejection of bid.

#### 7.4 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.

#### 7.5 DURATION OF CONTRACT:-

The contract will be valid initially for TWELVE (12) MONTHS from the date of contract with a maximum of THREE (03) extensions of Twelve (12) MONTHS each and Dy. DGCA(ER) reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions.

#### 7.6 EMD MONEY:-

- 7.6.1** The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.40,000/- (Rupees Forty Thousand only) (equivalent to 2% of the estimated value of the contract)** in the form of an Account Payee Demand Draft in favour of **Accounts officer, RPAO, Civil Aviation Department, Kolkata** to O/o DDG(ER), Kolkata by post/courier/ in person. Details of the EMD shall be uploaded in CPP portal 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. The Hard Copy of original instruments (Demand Draft) in respect of earnest money must be delivered to the O/o Dy. DGCA(ER), CAD, NSCB Airport, Kolkata-700052 on or before last date of bid submission date/time as mentioned in critical date sheet.
- 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 in the specified format as per annexure to this tender document, of **10% of the value of the contract** in favour of **"Accounts officer, RPAO, Civil Aviation Department, Kolkata"** as prescribed in Annexure-F.
- 7.6.6** Successful bidder is solely responsible to furnish the proof of performance security in the form of bank guarantee of **10% of the value of the contract**. However, any deviation during the tender by successful bidder, the performance security will be forfeited.
- 7.6.7** EMD money shall be forfeited if the bidder withdraws his bid during the period of Tender validity. However, the bids will be valid for a period of 90 days from the opening of the bids.
- 7.6.8** Successful bidder has to take charge of the services within a period which cannot be

more than 60 days from the date of issue of award of contract. However, the date of taking charge of services will be intimated to the successful bidder. Also, successful bidder has to furnish the acceptance of award of contract issued to him/her within 15 days from date of issue of award of contract along with performance security in the form of bank guarantee and agreement as per Annexure-F.

**7.6.9** 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 Dy. DGCA(ER).

**7.6.10** Dy. DGCA(ER) will not be held responsible to pay any interest, whatsoever, on EMD money and performance security.

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

**7.7.1** 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.

**7.7.2** The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by Dy. DGCA(ER), 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 e-Procurement portal of CPPP.

**7.8.2** The submission of bids will imply that bidder has acquainted himself with the operational conditions of Dy. DGCA(ER)& O/o DDAW Patna and has acquainted with terms and conditions of tender document, notice inviting tender, addendum, and corrigendum, if any.

**7.8.3** The bid should be submitted online in two parts only :-

##### **a) Technical Bid**

- 1)** Scanned copy of EMD.
- 2)** Self-attested scan copy of PAN card of firm under Income Tax Act, Service Tax Registration Number, Valid Registration No. of the Agency/Firm.
- 3)** Self-attested scan copy of valid License Number under Contract Labour Act and under any other Acts/Rules, valid Employee Provident Fund Registration Number, valid ESI Registration Number.
- 4)** Scanned copy of Proof of valid DGR empanelment certificate.

- 5) Proof of Annual turnover supported by audited Balance Sheet.
- 6) Scanned copy of proof of experience supported by documents from the concerned organizations
- 7) Signed & scanned copy of Annexure A, B, C, D, G.
- 8) Signed and scanned copy of Sales Tax Registration certificate.
- 9) Scanned copy of all documents mentioned in Annexure-A (other than Sl No. 1-7)

**b) Financial Bid**

- 1) Price Bid (AnnexureH)

**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 central public procurement portal well before the last date of submission of bid. Dy. DGCA(ER) may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of Dy. DGCA(ER) 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 Dy. DGCA(ER) 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 Dy. DGCA(ER) 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, Dy. DGCA(ER) 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, Dy. DGCA(ER) is

not bound to follow this in any situation whatsoever. Also, Dy. DGCA(ER) 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** Dy. DGCA(ER) 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** Dy. DGCA(ER) 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.** Dy. DGCA(ER) 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.** Dy. DGCA(ER) will communicate the successful bidder by mail and fax 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 Dy. DGCA(ER)/DDAW Patna, as applicable, 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-E within a period of 30 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 **10% of the value of the contract**, in the form of Bank Guarantee from any scheduled commercial bank or nationalized bank in an acceptable form (Annexure-F) in favour of **Accounts Officer, RPAO, Civil Aviation Department, Kolkata**. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

**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. The contractor has to man the entry/exit gates of O/o Dy. DGCA(ER), Kolkata & O/o DDAW, Patna in three shifts that are 0600hrs to 1400hrs and 1400hrs to 2200hrs and 2200hrs to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Department for double duty, if any.
2. Agencies empanelled/sponsored with DGR, Ministry of Defence are eligible for bidding the tender. However, if any agency found not empanelled / sponsored with DGR, Ministry of Defence, the bids of those agency/agencies will be summarily rejected.
3. The security personnel employed by the contractor must not be younger than 25 years and older than 58 years of age and mandatorily an Ex-serviceman. Contractor is also liable to produce the proof of being Ex-serviceman of security staff that to be employed at O/o Dy. DGCA(ER), Kolkata & O/o DDAW, Patna at the time of execution of contract.
4. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. Also, the same will be reimbursed by Dy. DGCA(ER)& O/o DDAW, Patna to contractor upon his claim and the wage structure must be in accordance of the wage structure specified in financial bid which is issued by Directorate General of Resettlement. The list of staff going to be deployed shall be made available to Dy. DGCA(ER)& O/o DDAW, Patna and if any change is required on part of the Dy. DGCA(ER)& O/o DDAW, Patna fresh list of staff shall be made available by the agency after each and every change.
5. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in O/o Dy. DGCA(ER), Kolkata & O/o DDAW, Patna.
6. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for DGCA works, is required to be submitted to Dy. DGCA(ER)& O/o DDAW, Patna.
7. The antecedents of security staff deployed shall be verified by the contractor from local police authority along with police verification report of each and every security personnel deployed at O/o Dy. DGCA(ER), Kolkata & O/o DDAW, Patna and an undertaking in this regard shall be submitted to Dy. DGCA(ER)& O/o DDAW, Patna. The compliance of this provision shall be ensured by Dy. DGCA(ER)& O/o DDAW, Patna.
8. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2<sup>nd</sup> payment onwards. However, a check list for claim of monthly payment may be found at Annexure-I.
9. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
10. Contractor is to ensure effective supervision of security guards deployed at the DGCA premises. Office of Dy. DGCA (ER), Kolkata and office of Dy. DAW Patna will exercise overall supervision



related to security of premises and control over the security guard deployed therein. It is obligatory for the contractor to address the observation of Dy. DGCA (ER) and DDAW Patna as and when raised.

11. A weekly deployment record will be submitted to Dy. DGCA(ER).
12. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Dy. DGCA(ER)& O/o DDAW, Patna and shall not lend to any person or company/entity any of the effects of the DGCA under its control.
13. The security staff shall not accept any gratitude or reward in any shape from anyone whatsoever. Contractor will be liable to pay the fine as decided by the competent authority, if the contractor or any of its staff deployed are found accepting any reward or gratitude in any shape.
14. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for any consideration whatsoever or otherwise either directly or indirectly within the contract period, except for and on behalf of the Contractor.
15. That in the event of any loss occasioned to O/o DyDGCA, ER & O/o DDAW, Patna, as a result of any lapse on the part of the contractor or any of his staff deployed with DGCA is established, which if established after an enquiry conducted by Dy. DGCA(ER), the said loss will be recovered from the contractor up to the value of the loss. The decision of the Dy. DGCA(ER) will be final and binding on the Contractor.
16. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which Dy. DGCA(ER) may issue from time to time and which have been mutually agreed upon between the two parties.
17. Dy. DGCA(ER) 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 Dy. DGCA(ER)& O/o DDAW, Patna.
18. The contractor shall be responsible to maintain all property and equipment of the department entrusted to it.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform(including proper name badges), failing which a penalty as per para 24 of terms and conditions of notice inviting tender for security services on each occasion will be levied on the contractor and if any personnel engaged with DGCA is found not following the same three times in a month, in this regard, shall be removed from Dy. DGCA(ER). The penalty on this account shall be deducted from the Contractor's bills as per para 25 of terms and conditions of notice inviting tender for security services.
20. The personnel engaged have to be courteous with very pleasant mannerism in dealing with any person within the premises and should project an image of utmost discipline. Dy. DGCA(ER) shall have right to have any person moved in case of any complaints or as decided by representative of the Dy. DGCA(ER) if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
21. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour(Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to

- time with regard to the personnel engaged by the contractor for O/o Dy. DGCA(ER).
22. The payment would be made at the last day of every month based on the actual manpower against the total no. of man power required to be deployed in all shifts after comparing the same with the expected deployment during the said period in all the shifts taken together and based on the documentary proof jointly signed by the representative of Dy. DGCA(ER)& O/o DDAW, Patna and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by Dy. DGCA(ER)& O/o DDAW, Patna.
  23. The number of manpower required may increase or decrease as per the requirement approved by O/o DDG (ER) Kolkata, at any time during the period of validity of the contract, which will be provided by the contractor on the same terms and conditions.

#### **Penalty Clause**

23. Any damage or loss caused by contractor's persons to the department in whatever form would be recovered from the contractor and in case of severe damages to the properties of DGCA as decided by Head of the office DGCA, will be liable to be recovered from contractor and no ceiling will be observed in levying the penalty in such cases.
24. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty of Rs.1,000/- per person absent per day shall be levied by Dy. DGCA(ER)& O/o DDAW, Patna and the same shall be deducted from the contractor's bills.  
(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 25(a) shall be levied.  
(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, Department reserves the right to impose the penalty as per clause 25(a).  
(d) 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 DDG (ER) Kolkata 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 DDG (ER) Kolkata reserves the right to terminate the contract due to wilful disobedience by the contractor.
25. The contractor shall ensure that its personnel shall not at any time, without the consent of Dy. DGCA(ER) in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by DGCA and shall not disclose to any information about the affairs of DGCA. This clause does not apply to the information, which becomes public knowledge.
26. 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.
27. The contractor shall deploy his personnel only after obtaining Dy. DGCA(ER) approval duly submitting curriculum vitae (CV) of these personnel, Dy. DGCA(ER) shall be informed at least one week in advance and contractor shall be required to obtain Dy. DGCA(ER)'s approval for all such changes along with their CVs.
28. Contractor must ensure the supervision round the clock in the premises. However, Contractor shall be responsible for theft of any vehicle, any other detachable fixtures from the premises.

#### **29. 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. The contractor will not be held responsible for the damages/sabotage caused to the property of DGCA due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

30. 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.
31. "NOTICE TO PROCEED" means the notice issued by Dy. DGCA(ER) to the contractor communicating the date on which the work/services under the contract are to be commenced.
32. 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 Dy. DGCA(ER) 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 Dy. DGCA(ER).
33. The contract period is for Twelve months from the date of the commencement.
34. 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, the department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Bank Guarantee.
35. 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 Dy. DGCA(ER) & O/o DDAW, Patna will not be responsible to pay the wages to security personnel deployed at O/o Dy. DGCA(ER) and/or O/o DDAW Patna. However, Dy. DGCA(ER) & O/o DDAW, Patna will pay the monthly bill, after making deductions if any, submitted by the contractor and the same will be paid to contractor only. No other payment will be made to any security personnel in this regard.
36. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the contractor. Dy. DGCA(ER) & O/o DDAW, Patna will not be liable to pay any such amount in any case whatsoever.
37. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
38. The contractor shall indemnify and hold Dy. DGCA(ER) & O/o DDAW, Patna 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. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
40. The contracting agency shall not employ any person below the age of 25 yrs. and above the age of 58 yrs. Manpower so engaged shall be trained for providing security services and firefighting services before joining. Dy. DGCA(ER) will not be responsible for imparting training to

security personnel.

41. The contractor shall get guards screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically and mentally fit personnel shall be deployed for duty.
42. Security staff engaged by the contractor shall not take part in any staff union and association activities.
43. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements for security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
44. Dy. DGCA(ER)& O/o DDAW, Patna shall not be responsible for providing residential accommodation and will not provide any medical& transport facility to any of the employee of the contractor.
45. Dy. DGCA(ER)& O/o DDAW, Patna shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. Dy. DGCA(ER) does not recognize any employee employer relationship with any of the workers of the contractor.
46. 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 Dy. DGCA(ER)& O/o DDAW, Patna from the Contractor.
47. If any underpayment is discovered as a result of post payment audit, the amount shall be duly paid to the contractor by the Department.
48. 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 Dy. DGCA(ER) etc.
49. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee every month.
50. The contractor shall disburse the wages to its staff deployed in o/o Dy. DGCA(ER)& O/o DDAW, Patnaon or before the 5<sup>th</sup> day of every month through ECS or by Cheque or any other means as desired by the security personnel.
51. The contractor should have round the clock control room service in Kolkata and Patnato facilitate immediate replacement of Guards in case of requirement and also for facilitating provisions of additional guards/reducing the number of guards, whenever required.
52. **INDEMNIFICATION:**

Dy. DGCA(ER) 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 contractor shall be responsible for the payment of compensation, insurance or other claims of its employees or any other kind what so ever. Dy. DGCA(ER)& O/o DDAW, Patnaeven though being a principal employer, will not be responsible for any payment to the employees deployed by the contractor for the performance of this contract.
53. **TAX 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 monthly bill will be liable for deduction of TDS as per the rates specified by the tax laws of India.

**55. DISPUTE RESOLUTION:**

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 Dy. DGCA (ER) or by DGCA.

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.

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 Kolkata and Patna.

**56. JURISDICTION OF COURT**

The Courts at Kolkata and Patna, as applicable, shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**(IV) DUTIES AND RESPONSIBILITY OF SECURITY GUARD:**

1. The Contractual Security Agency will be responsible for overall security arrangement of the concerned Department covered in the contract.
2. Security Guard will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued from reception.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The telephone numbers of the above stated officers will be available with the Security personnel. However, duty officers will be informed before movement of items over telephone by authorized officer of the department.
5. Security personnel must maintain registers for movement of any vehicles in and out of the premises round the clock.
6. The officers and staff of DGCA will keep the Identity cards with them got checking and allowing entry by the security personnel.
7. Deployment of Guards will be as per the instructions of the authorities of Dy. DGCA(ER) & DDAW, Patna and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
8. The Security Guard will also take round of all the important and sensitive points of the premises.
9. Security personnel shall also ensure door keeping duties.
10. Security personnel shall also ensure the flag keeping duties on every day in the morning and in the evening.
11. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Department.
12. Entry of the street-dogs and stray cattle into the premises is to be prevented. It should be at once driven out.
13. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
14. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
15. The Security personnel should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot.

16. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
17. In emergent situations, security guard deployed shall also participate as per their role defined in the disaster plan, if any, of DGCA. Guards should be sensitized for their role in such situations.
18. The Security Guards are required to display mature behavior towards everyone, either staff of DGCA or visitor to DGCA.
19. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
20. Any other provisions as advised by Dy. DGCA(ER) may be incorporated in the agreement. The same shall also be binding on the contractor.

**DIRECTOR GENERAL OF CIVIL AVIATION  
TECHNICAL BID FOR PROVIDING SECURITY SERVICES**

S.No.	Description	Details
1	Name of the firm	
2	Address of the firm	
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	Provident account no. with proofs attached	
10	ESI number with proofs attached	
11	Firm Registration/ Incorporation certificate, ISO certification	
12	Sales tax registration number with copy of certificate attached	
13	Service Tax registration number with copy of certificate attached	
14	PAN no. with a copy attached	
15	Firm's income tax returns of last three financial years with proofs attached	
16	Experience certificate of any three central/state government/PSU/autonomous bodies proofs enclosed	
17	Bank account number & IFSC code (two cancelled cheque attached)	
18	Labour Registration no. with copy attached	
19	Valid DGR empanelment certificate with proofs attached	
20	Annual turnover of FY2013-14, FY2014-15, FY2015-16, (in lakhs) supported by valid documents	

Continued.....



**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****Details of Manpower Required**

S No.	Location	Number of Security Guards per shift	Total number of Security Guards needed	Total Manpower required
1.	O/o Dy. DGCA (ER) Kolkata	1	3	06
2.	O/o DDAW, Patna	1	3	

**PARTICULARS OF EXPERIENCE**

1. Name of the Agency :
2. License No. and date held :  
as per Contract Labour Regulations
3. Date of Establishment of the Agency :
4. Experience in the trade and :  
particulars of other contracts,  
if any.
5. Organisations with whom contract :  
held and terms/conditions thereof  
with supporting documents.
6. Monthly business turnover of the :  
agency for each contract mentioned  
against (4) above.

Date: .....

Signature of Tenderer

NB: Please note that non-submission of this form or submission of incomplete forms is liable to be made the tender invalid.

**(ON COMPANY LETTER HEAD)**

**UNDERTAKING**

To  
Dy. Director General (ER),  
Civil Aviation Department,  
NSCBI Airport, Kolkata-700052

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

Name of the tender: Providing Security Services at O/o Dy. DGCA, Kolkata & O/o  
DDAW, Patna

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document No.DDG/CC/Security.
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 abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide security guards amongst the category of Ex-Servicemen and all others will be trained Security Guards.
5. I/We do hereby undertake that complete security of O/o Dy. DGCA(ER), Kolkata& O/o DDAW, Patna shall be ensured by our Security Agency

(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 Security services to the Regional Office at Kolkata and Sub Regional Office at Patna of 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 security services
  - b. Award of contract;
  - c. Terms and Conditions;
  - d. Duties and responsibilities of security staff;
  - e. Addendums, 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 and the Security services 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 Dy. DGCA, ER  
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 fulfillment 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 \_\_\_\_\_



**Annexure-G**

**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 \_\_\_/\_\_\_/20\_\_.

Place:

Signature of the Tenderer

Name of the Signatory

Date: \_\_\_/\_\_\_/20\_\_

Name of the Firm/agency

Seal of the Firm/Agency

## Directorate General of Civil Aviation

## Financial Bid for Security Services (per month, INR only)

<b>Name of the Bidder:</b>				
<b>S No.</b>	<b>Description</b>	<b>Percentage</b>	<b>Security Guard (Without Arms) Kolkata</b>	<b>Security Guard (Without Arms) Patna</b>
<b>1</b>	Basic wages plus Variable Dearness Allowance (VDA)	-	As per DGR WAGE STRUCTURE	As per DGR WAGE STRUCTURE
<b>2</b>	Employees State Insurance (ESI)	4.75% of Basic plus VDA		
<b>3</b>	Employees Provident Fund	12% of Basic plus VDA		
<b>4</b>	Employees Deposit Linked Insurance	0.50% of Basic plus VDA		
<b>5</b>	Administrative Charges (EPF)	0.85% of Basic plus VDA		
<b>6</b>	Administrative Charges (EDLI)	0.01% of Basic plus VDA		
<b>7</b>	House Rent Allowance	30% of Basic plus VDA		
<b>8</b>	ESI on HRA	4.75% of HRA		
<b>9</b>	Bonus	As per Payment of bonus act & it's latest amendment.		
<b>10</b>	Uniform Outfit Allowance	5% of Basic plus VDA		
<b>11</b>	Uniform Washing Allowance	3% of Basic plus VDA		
<b>12</b>	TOTAL	Sum of Sr.No.1 to Sr.No.11		
<b>13</b>	Relieving Charges	(1/6th of S.No.12)		
<b>14</b>	Total cost per head	(Sr.No.12+ Sr.No.13)		
<b>15</b>	Service Charges (Calculated on Sr. No. 14)	Quoted by bidder, Absolute value in Rupees (not in %age)		
<b>16</b>	Sum Total	(Sr.No.14+ Sr.No.15)		
<b>17</b>	Service Tax	15% of Sr. No.16		
<b>18</b>	Grand Total	(Sr.No.16+ Sr.No.17)		
<b>19</b>	No. of Security Guards		03	03
<b>A)</b>	<b>Total Tender Value (Per Month)</b>			
<b>B)</b>	<b>Total Tender Value (Twelve Months)</b>			

**Notes:-**

- Bids with NIL/BLANK/N.A./ZERO/Negative service charge mentioned in Sr.No.15 above will be rejected out rightly without giving any reason whatsoever.**
- Tender will be evaluated on the basis of the Total Tender Value for 6 nos Security Personnel without arms.**
- All values in above wage structure are adhered to the minimum wages as prescribed by Govt. of West Bengal & Bihar or Government of India and as per DGR guidelines and will be

adhered in future course of tender period. Pro-rata calculation for wages to be payable for part of the month will be considered in case of absent person.

4. Service tax rates will be as per latest government rates.

**Note:-** The below mentioned Financial Proposal/Commercial bid format is provided in .rar format along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this format as it is, unrar it and quote their offer/rates in the permitted column and upload the same after converting in .rar format. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with DGCA.

Place: \_\_\_\_\_

Signature of Authorized signatory

Date: \_\_\_\_\_

Name: .....

SEAL: .....

**Checklist for the monthly payment of the bill claimed by contractor**

<b>S.No.</b>	<b>Description</b>	<b>Yes/No</b>
<b>1</b>	Pre-receipted Monthly bill as per DGR wage structure	
<b>2</b>	ESI and EPF contribution proofs	
<b>3</b>	Attendance sheet with counting	
<b>4</b>	Wage sheet with particulars of monthly wages signed by security personnel deployed at DGCA	
<b>5</b>	Receipt of payment of previous month	

**Every document must be signed by authorized signatory of the firm and bears the seal of the firm.**

**Notes:-**

1. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the Department for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per day. If the minimum wages is revised by the DGR/Government of West Bengal/Bihar/Government of India, the incremental wages, if applicable, will be provided.
2. The number of manpower required shown in the tender document is indicative and the actual quantity may vary.
3. The bidders must quote the rates in Indian Rupees.
4. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.**

**TobesubmittedbytheSuccessfulbidderatthetimeofawardofcontract**

Declarationbythecontractor/Tendereranddocumentstobesubmitted

I/weheredeclarethatnoneofthememberofmy/ourrelativesisrelativeofanyemployeeofO/oDyDGCA(ER),O/oDAS,Kolkata and O/o DDAW, PatnaandI/WEalsofurtherdeclarethatnoofficer/employeeofDGCAisaDirector/Partnerofmy/ourfirm/company/partnership/Proprietor.

SignatureofTenderer:-----

Name:-----

Date:-----

Seal:-----

**DetailsofBankAccount**

(RealtimeGrossSettlement(RTGS))/(NEFT)facility forreceivingpayments)

SIno	Particulars	TobeFilledBythebidder
1	Nameofaccountholder	
2	Addressofaccountholder	
3	Nameofbank	
4	Nameandaddressofbranch	
5	IFSCcode	
6	MICRcode	
7	Accountnumber	
8	Typeofaccount	

Iherebydeclarethattheparticulargivenabovearecorrectandcomplete.Ifthetransactionisdelayedornoteffectedatallforreasonofincompleteorincorrectinformation.Iwouldnotholdtheuserinstituteresponsible.

Date

Place

Seal

(Pleaseattachonecancelledcheque)

Signatureofaccountholder

Name

Designation