



DDG(WR)/B/EXAM/1
Office of the Dy. Director General of Civil Aviation
Director General of Civil Aviation, Ministry of Civil Aviation
Old Airport, Santa Cruz (East), Mumbai-400 029

02.06.2016

TENDER DOCUMENT

For providing required infrastructure for conducting OMR based Examination at Mumbai Centre.

Published Date	02-06-2016 (06.00PM)
Bid Document Download Start Date	02-06-2016 (06.00PM)
Bid Submission Start Date	02-06-2016 (06.00PM)
Bid Document Download End Date	27-06-2016 (06.00PM)
Bid Submission End Date	27-06-2016 (06.00PM)
Technical Bid Opening Date	28-06-2016 (11.00AM)



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Office of the Dy. Director General of Civil Aviation
Director General of Civil Aviation, Ministry of Civil Aviation
Old Airport, Santa Cruz (East), Mumbai-400 029

02.06.2016

TENDER NOTICE

Subject: Quotation for award of contract for providing required infrastructure for conducting OMR based Examination at Mumbai Centre for a period of SIX month extendable as per requirement.

Introduction:

1. Bids are invited on behalf of the President of India, under one cover system from reputed, experienced and financially sound Companies/Firms/Agencies for providing required infrastructure for conducting OMR based Examination at Mumbai Centre for a period of SIX month in pursuance of contract unless extended further by the DGCA, on the same terms and conditions.
2. The Tender document can be downloaded from the website : <http://eprocure.gov.in/e-publish/app> & dgca.nic.in
3. Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees twenty thousand only) in the form of a Demand Draft /Pay Order in favour of Accounts Officer. R.P.A.O, CAD, Mumbai payable at Mumbai will be deposited to O/o Dy. Director General of Civil Aviation, DGCA, Old Airport, Santa Cruz (East), Mumbai-400 029 not earlier than 02.06.2016 and not later than 27.06.2016. **The bidder has to submit the hard copies of the Technical Bid (Annexure-I) & 'Financial Bid' (Annexure-II) in a sealed cover separately clearly marking them as 'Technical Bid' (Envelop No.1) & Financial Bid (Envelop No.2) respectively. Both the sealed cover along with the EMD can be put in a single cover while submitting the proposal to this office at the said address.**
4. The O/o Dy. Director General of Civil Aviation (WR) reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the O/o DDG(WR) in this regard shall be final and binding on all.

Sd/-
(V.S.Rao)
Dy. Director of Airworthiness

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. O/o Dy. Director General of Civil Aviation, Mumbai is involved in organizing the infrastructure at Mumbai Centre for conduct of examination, which is being centrally conducted by Central Examination Organization, Office of the Director General of Civil Aviation (DGCA), New Delhi. The entire examination related activity shall be **supervised & controlled** by the O/o Dy. Director General of Civil Aviation, Mumbai.
2. The Centers / hired facility must preferably be owned and / or hired on long term basis with proper legal agreements with such facility so as to conduct the OMR based written examination in timely manner. The test Centres must also have the required infrastructure to meet requirement of Annexure-III.
3. The examination will be conducted in Mumbai for the number of days as decided by DGCA and in batches (as applicable) per day. The examination is proposed to be held as per published schedule on DGCA website.

Note : The frequency, centre and date for examination can be changed at any point of time and DGCA has sole discretion on the matter.

4. DGCA reserves the right to alter / change the number of candidates appearing for the test in each batch.
5. Agency shall provide necessary infrastructure to conduct the OMR based written examination at Mumbai centre. Agency shall also provide –
 - a. Test Centre Administrator /Coordinator : 1 at each venue.
 - b. Invigilators 1 per 20 candidates.
 - c. Two Support Staff per 100 candidate
 - d. Two Security Guards per 100 candidates.Above requirement should be proportionately on the basis of number of candidates admitted.
6. Agency will provide details of the center (Venue Address,) 30 Days in advance of scheduled examination to DGCA, if agency proposes other venue than initially selected. The venue shall be selected which are well connected by the public transport system and acceptable to DGCA upon finding satisfactory as per Annexure-III.
7. Agency shall provide sufficiently decent and quiet space to conduct the test. The space between two consecutive / adjacent seats must be of not less than 4 feet head to head of the candidate.

8. Agency shall provide suitable environment and sufficient infrastructure so that the exam shall be conducted as detailed in Para 5.
9. The contract will be initially for SIX month from the date of signing agreement. The period of the contract may be further extended upto an additional period of one year on the same terms and conditions. The contract may be curtailed/terminated at any time owing to deficiency in service provided by the selected Company/Firm/Agency or as per the requirement of O/o DDG(WR). For such termination, one-week notice will be given to the selected Company/Firm/Agency.
10. The tenderer should submit their bids in three envelopes.

Envelope No. 1 (The envelope should be super scribed “Technical Bid”)

Shall contain

- Duly filled Annexure – 1, along with copy of documents in support of information filled-in against each point number “A” to “W” flagged in chronological order.
- Signed copy of tender document i.e. DDG(WR)/B/EXAM/1

Envelope No. 2 (The envelope should be super scribed “Financial Bid”)

Shall contain Price bid as per Annexure – II. Price bids of only those parties who qualify in Technical bid will be opened.

Envelope No. 3 (The envelope should be super scribed with “ Tender for providing required Infrastructure for conducting OMR based written examination at Mumbai Centre for issue of License / Ratings. ”)

- This envelop shall contain both Envelope No. 1 and Envelope No. 2.
- Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees twenty thousand only) in the form of a Demand Draft /Pay Order in favour of Accounts Officer. R.P.A.O, CAD, Mumbai payable at Mumbai.

The tender will not be considered if EMD is not submitted

All Envelopes should be properly sealed by Bidders.

The bid should be sent on following address

**To Sri V.S.Rao,
Dy. Director of Airworthiness
The office of Dy. Director General of Civil Aviation (WR)
DGCA, Old Airport, Santa Cruz (East),**

Mumbai-400 029

11. The various crucial date relating to “for providing required infrastructure for conducting OMR based Examination at Mumbai Centre ” are cited as under:

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12. **Place of opening of Bids** : O/o DDG-WR, Old Airport, Santacruz East, Mumbai-400029
(Bidders/ their representative are permitted to attend the opening of the bids.)

13. **Date and time for opening of financial Bids** : The date & time will be communicated later via e-mail to those bidders who are qualified in the Technical Bid evaluation

14. Late bids i.e., bids received after the last date and time for receipt of bids shall not be considered.

15. The successful bidder will be required to furnish Performance Security of 10% of the contract value in the form of Fixed Deposit Receipt / Bank Guarantee from any Commercial Bank, Demand Draft / Pay Order in favour of Accounts Officer, R.P.A.O, CAD, Mumbai payable at Mumbai within two days of receipt of the work order. If the performance Guarantee Bond is issued by a scheduled Commercial Bank (non-nationalized), then it should be duly counter-signed by the Reserve Bank of India/State Bank of India, New Delhi;”. The charges for such counter-signing shall be borne by the successful bidder.

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

16. Conditional bids shall not be considered and will be out rightly rejected

17. The EMD would be returned to the successful bidder on receipt of Performance Security. No interest on Performance Security and EMD would be payable by DGCA under any circumstances.
18. Considering the confidentiality and sensitivity of the work involved, the bidders have to enclose a certificate along with the technical bid to the effect that it would not divulge any details pertaining to the examination to anybody without prior permission of DGCA and that it would take necessary preventive measures to ensure that nobody would come to know that the exam is being conducted by them.
19. The agency will also have to certify that none of the relations of the personnel to be deployed for this work would appear for the exam to be conducted in the particular session.
20. The organization should be a registered company / firm (minimum 5 years old) with its parent base in India. The agency should be operating in India for a minimum of Five (5) consecutive years immediately preceding the date of tender with an objective of offering relevant services that are the subject matter of this tender.
21. The agency shall be single point of contact with Director of Airworthiness, O/o Dy. Director General of Civil Aviation, Old Airport, Santacruz (E), Mumbai – 400029 and shall be solely responsible for the execution and delivery of the work.
22. The agency should have on his pay roll sufficient number of appropriate employees for the proper execution of the contract. The agency should submit a list of the employees stating clearly how they would be involved in the assigned work. The agency must deploy sufficient staff as per Para 5 above at the test center
23. The agency should have ready infrastructure & arrangements at proposed venue / centre.
24. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
 - Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
 - Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - If confidential enquiry reveals facts contrary to the information provided by the bidder.
 - If confidential enquiry reveals unsatisfactory performance in any of the selection criteria.

- If bidder is engaged in any activity which can influence the conduct of professional exam such as conducting of coaching classes.
- The past experience of the agency with any organization / institution in conduct of OMR based written examination in the opinion of O/o Dy. DGCA (WR) is unsatisfactory, etc.

25. Agency must show and submit suitable contingency plan for emergency management.
26. At any time before the submission of bids, O/o Dy. DGCA (WR) may amend the tender by issuing an addendum in writing or by standard electronic means to this tender document. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
27. The Agency will ensure complete and trouble free administration of OMR based written examination including invigilation. Leakage of secured information in any form will be considered as a breach of contract and a cognizable offence.
28. O/o Dy. DGCA (WR) reserves its right to terminate the contract for any reason at its absolute discretion.
29. O/o Dy. DGCA (WR) reserves the right to claim damages, of which DGCA shall be the sole judge, in respect of delays directly or indirectly due to the failure/default on the part of Agency in carrying out the responsibilities/duties efficiently and promptly.
30. The submission of a tender by an Agency implies that it has read these instructions and has made itself aware of the scope of work and the conditions of the contract and DGCA will not therefore, pay any extra charges on any account in case the Agency finds later on to have misjudged the conditions.
31. Any act on part of the Agency or his employees which will be prejudicial to the interest of the DGCA shall be considered as grave breach of the condition of the contract and shall render the contract liable for immediate termination. Loss due to any act on part of the Agency will be entirely its responsibility.
32. The Agency shall engage adequate number of suitably qualified and experienced persons who are in their own employment to carry out the assignment under contract successfully.
33. The workers employed by the Agency to perform the contract, shall be the employees of the Agency and the Agency alone shall be liable to pay the wages and all other payments as may be due to the workers and DGCA shall in no way be liable for the same. The Agency shall

also comply with all the provisions under the laws of the land pertaining to its workers and their employment for the purpose of performing the contract if so awarded against this tender and the Agency shall also indemnify DGCA for any claims whatsoever made by such workers against DGCA in that behalf.

34. DGCA shall not be responsible for death, disablement, injury, accident to Agency's employees, which may arise out of and in the course of their duties with the Agency. DGCA shall not be liable to pay any damages or compensation to the Agency's employees. The same are to be paid by the Agency as per the provisions of Law.

35. **Force Majeure:** The agency shall not be responsible for any failure to perform its assigned function due to causes beyond its reasonable control such as acts of God, fire, flood, war riots, embargoes, strikes, lockouts, act of any Government authority, accidents or disruption or operations arising from causes not attributable to any malafide acts of firm.

36. The jurisdiction of court for redressal of any dispute arising out of this contract shall be that of the Mumbai Courts.

37. Procedure of Evaluation and Selection

- O/o Dy. DGCA (WR) reserves the sole right to accept or reject any or all bids which is incomplete or has been received after the appointed time and date or does not satisfy the prequalification criteria specified here under, without assigning any reasons thereof. The evaluators of the technical bid shall not have access to the financial bid till technical evaluation is completed.
- The technical bids shall be opened by a Committee constituted for the purpose. The Committee will evaluate the bid by following sequence
 - i. Ensuring submission of Earnest Money Deposit of Rs. 20,000/-.
 - ii. Satisfactory details submitted as per Annexure -1
 - iii. Examination venue will be inspected to insure meeting requirements as per Annexure – III, only for those bidders who will be found meeting all requirements of Annexure -1

The bidder who will meet all requirements of Annexure - I and III, will qualify for financial evaluation.

Then a date will be intimated to qualified bidders for opening of Financial bid for nominating the representative. Committee will open the financial bid on the date and evaluate the bid.

The financial bid should contain a quote of fee for the assignment in Indian Rupees. The rates may be quoted per candidate per paper basis. Agency shall include in its price all taxes and other costs while quoting for the tender, in “Annexure – II” to be kept in

Envelop No. 2. Actual payment will be on the basis of number of candidates admitted for the particular exam. Income Tax will be deducted at source from the bills as applicable. The Agency needs to furnish its PAN number.

Financial bids of only those bidders who qualify the technical criteria will be opened. Of these the one, quoting the lowest cost will be awarded the contract provided all other requirements are fulfilled.

DGCA shall have right to accept or reject any or all tenders without assigning any reasons thereof.

38. Payment:

The payment will be made on satisfactory completion of the task assigned.

39. Statutory Obligations:

The Agency shall comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.

40. Penalty Clause:

If the Agency fails or delays to fulfill the obligations in the execution of work to the entire satisfaction of O/o Dy. DGCA (WR), DGCA reserves the right to terminate the contract and forfeit the performance security by way of en-cashing the demand draft/pay order/Fixed Deposit receipts or invoking the Bank Guarantee as the case may be, without prejudice to DGCA's further right to claim compensation from the Agency as a result of its failure or delay to fulfill the obligations.

If the examination is delayed or postponed due to any reason of agency, the agency shall be liable for payment of any compensation arising due to such failure at the sole discretion of O/o Dy. DGCA (WR) and shall also be liable to provide facilities as specified by this tender documents free of cost at Mumbai centers and for the number of candidates at the sole discretion of DGCA for conducting the re-examination.

41. Validity of the Contract:

The contract shall initially be valid for a period of **6 months** subject to fulfilling the conditions as detailed in the tender.

The contract may be extended by period as decided by O/o Dy. DGCA (WR) subject to satisfactory performance.

42. Termination of contract:-

Without prejudice to the right of termination provided under the Terms & condition or without prejudice to any other remedy available to the contract in this behalf, the O/o Dy. DGCA (WR), Mumbai may terminate the contract at any time without assigning any reason.

Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed upto the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.

If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, O/o Dy. DGCA (WR) reserves the exclusive and special right to terminate the contract immediately without any notice and the contractor shall not be entitled to any compensation whatsoever.

Annexure – I

Technical Bid

Tenders are invited from experienced and reputed firms in the field of conducting OMR based written examination. The profile of the bidder ought to be a well-established firm with a team of experienced staff for conducting written examination. The bidder should have experience to undertake works of similar type and magnitude.

In Support of above, party should submit the following documents/ information:

Sl. No	Document/information	Bidder compliance
A	Name of the Firm	
B	Address of the Firm	
C	Contact Person (s) with mobile number (s)	
D	E-mail address	
E	Telephone numbers	
F	Profile of organization (A brief detail of organization)	

G	Details of EMD (Mention DD number, bank Name and amount)	
H	Details of infrastructure (A brief detail of infrastructure)	
I	List of clients were similar job in past 3 years with copy of self-attested work order in brief..	
J	Annual report of last 3 year in brief.	
K	Income Tax Return for three years	
L	Copy of PAN registration.	
M	Copy of Service Tax Registration.	
N	Certificate by authorized signatory that all the terms and conditions of the bid are acceptable to the bidder. (A statement signed by authorized signatory)	
O	The detail of ownership of Facility / or legal agreements for hiring the facility with reference to Para 2	
P	Certificate for confidentiality with reference to Para 18 (A statement signed by authorized signatory)	
Q	Certificate that none of the relations of the personnel to be deployed for this work would appear for the exam to be conducted in the particular session . Reference to Para 19. (A statement signed by authorized signatory)	
R	The organization should be a registered company / firm (minimum 5 years old) with its parent base in India with reference to Para 20	
S	Detail list of the employees stating clearly how they would be involved in the assigned work with reference to Para 22, 32 and 33	
T	Contingency plan for emergency management signed by authorized signatory with reference to point 25	
U	Copy of Turn Over Document.	
V	The Agency shall comply with all the Central, State and Municipal Laws & Rules Commitment letter with reference to Para 39 (A statement signed by authorized signatory).	
W	Copy of TDS certificate of the at least one previous works done.	

Annexure-II

Financial Bid

Per candidate per paper for administering the OMR based written exam at Mumbai: Amount in INR per candidate per Paper _____ (Inclusive of all taxes)

Note: The rate is to be quoted both in **figures** and **words**. If there is a discrepancy between words and figures, the amount in words will prevail.

Signature:

Date:

Company Seal

ANNEXURE -III

CHECKLIST FOR ENSURING COMPLIANCE FOR CAPABILITY OF CONDUCTING EXAMINATION

NAME OF ORGANISATION :
VENUE ADDRESS :
DATE OF FACILITY VISIT :
OFFICERS INSPECTED FACILITY :
COMPANY REP PRESENT :

I. GENERAL

SL. No.	ITEM/ DESCRIPTION	SAT/UNSAT	REMARKS IF ANY
1.	Whether, the test centre/ venue is owned / long term leased		
2.	Whether the premises is well connected with public transport. Approachable during the inclement weather conditions (monsoon) period.		
3.	Whether all required number of seating arrangements is available.		
4.	Whether seats have gap of 4 feet (head to head distance) in all sides		
5.	Whether the hall/ rooms are well lit and the premises has back-up power supply.		
6.	The hall/ rooms are well ventilated. Protected from rain and with suitable environment control depending upon the seasonal weather. A suitable power backup so as to maintain continuous environment control during the examination.		
7.	Whether the premises has a separate control room for controller of examination.		