



DDG(WR)/AME/PILOT EXAM/2

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

02.11.2015

TENDER NOTICE

Subject: Tender for providing required infrastructure for conducting OMR based AME and Pilot Examination at Mumbai Centre.

Expression of Interest for Inviting Tender for Appointment of an Agency for providing required Infrastructure for conducting OMR based written examination at Mumbai Centre for issue of License / Ratings.

Introduction:

1. O/o Dy. Director General of Civil Aviation, Mumbai is involved in organizing the infrastructure at Mumbai Centre for conduct of examination for AME / Pilot 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.

1.1 Quotations are invited for appointment of an agency for providing required Infrastructure for conducting OMR based written examination at Mumbai Centre for issue of License / Ratings.

The tenderer should submit their bids in three envelopes.

Envelope No. 1

Shall contain signed copies of tender Documents, duly filled Form – 1, information required for technical evaluation as detailed in Annexure I and Earnest Money Deposit (EMD) of Rs. 20000/- (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. The envelope should be super scribed “**Technical Bid**”

Envelope No. 2

Shall contain Price bid as per **Form -2** and shall be super scribed “Financial Bid” on the envelope. Price bids of only those parties who qualify in Technical bid will be opened.

Envelope No. 3

Shall contain both Envelope No. 1 and Envelope No. 2.

All Envelopes should be properly sealed by Bidders and should be clearly super scribed with Envelope number and “ **Tender for providing required Infrastructure for conducting OMR based written examination at Mumbai Centre for issue of License / Ratings.** ”

The bid should be sent on following address

To
Sri R.K.Yaday, Asstt. Director of Airworthiness
The office of Dy. Director General of Civil Aviation(WR)
DGCA, CAD,
Old Airport, Santa Cruz (East), Mumbai-400 029

- 1.2 Late bids i.e., bids received after the last date and time for receipt of bids shall not be considered.
- 1.3 The EMD should remain valid for a period of ninety days beyond the final bid validity period. EMD of unsuccessful bidders would be returned to them after the finalization of the tender.
- 1.4 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. The Performance Security would be retained by DGCA till satisfactory completion of the work assigned and shall remain valid till ninety days of the completion of all contractual obligations.
- 1.5 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.
- 1.6 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. 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.

2. **Scope of work**

2.1 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 such as Seating arrangements with adequate space between two consecutive seats / desks & rows, CCTV with real time recording.

2.2 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 during the third week of January, February, April, June, July and October of every year.

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

2.3 DGCA reserves the right to alter / change the number of candidates appearing for the test in each batch at each centre by 30%.

2.4 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 increased proportionately on the basis of number of candidates admitted.

2.5 Agency will provide details of the centre (Venue Address) 30 Days in advance of scheduled examination to DGCA. The venue shall be selected which are well connected by the public transport system and acceptable to DGCA.

2.6 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.

2.7 Agency shall provide suitable environment and sufficient infrastructure so that the exam shall be conducted as detailed in Para 2.2.

2.8 Agency shall provide video recording in the form of DVD/CD in sealed cover at the end of every day of examination / End of examination session.

3 Time frame

3.1 The query if any can be sent to “daw.mum@nic.in” with a copy to “pks155@rediffmail.com” on or before 18.11.2015.

3.2 Last Date and time of deposit of tender forms : 23/11/2015 up to 18:00 Hrs

3.3 Date and time for opening of Bids : 24/11/2015 at 11:00 Hrs

3.4 Date and time for opening of financial Bids : The date & time will be communicated later to the qualified bidder in Technical bid.

3.5 Place of opening of Bids : O/o DDG, Mumbai, Santacruz East, Mumbai-400029

(Bidders/ their representative are permitted to attend the opening of the bids.)

3.6 Evaluation of Commercial Bids: Will be intimated via e-mail to those bidders who are qualified in the Technical Bid / evaluation.

4. Procedure of Evaluation and Selection

4.1 DGCA 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 technical bids shall not be considered for technical evaluation unless it is accompanied by the following:

- i. Submission of Earnest Money Deposit of Rs 20,000/-.
- ii. Submission of Work Orders as per Sl. No. 8 of Form 1 on Particulars i.e., copy of work order wherein the party / company had administered OMR based examination.

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 Technical Evaluation Committee (TEC) constituted for the purpose. Technical evaluation shall be done keeping in view the following parameters:

Sl. No	Parameter
A	Past experience in work of similar nature: The agency should have executed in the preceding 1 year, minimum of Two (2) projects of similar nature each of value not less than Rs. 3 lakh. Submission of original certificate from the customer indicating the value of work to this effect.
B	Average turnover of the Agency: In the last three financial years (2011-12, 2012- 13, 2013-14) in conducting paper based examination Rs 20 lakh.
C	Compliance with ISO 9001/ ISO 27001 (Former BS7799-2) - desirable.
D	Party should have PAN and Service Tax Number.
E	Party should be able to furnish a copy of the Income Tax Return for the

	last three years along with a copy of TDS Certificates of the previous works done.
F	Assessment of Technical capability of the agency: Technical capability assessment shall include proposed venue / centre visits and inspection of infrastructure requirement by DGCA. The assessment will be carried out as per the Checklist at Annexure – II to this tender

Bids which are not otherwise rejected for the reasons indicated above will be evaluated on the basis of cost.

- 4.2 The financial bid should contain a quote 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 “Form 2: Price Offer” 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.
- 4.3 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.
- 4.4 DGCA shall have right to accept or reject any or all tenders without assigning any reasons thereof.

5 Payment:

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

6 Conditions of the Tender:

- 6.1 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.
- 6.2 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.
- 6.3 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 2.4 above at the test center.
- 6.4 The agency should have ready infrastructure & arrangements at proposed venue / centre.

- 6.5 Even though bidders may satisfy the above requirements, they may be disqualified if they have:
1. Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
 2. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 3. If confidential enquiry reveals facts contrary to the information provided by the bidder.
 4. If confidential enquiry reveals unsatisfactory performance in any of the selection criteria.
 5. If bidder is engaged in any activity which can influence the conduct of professional exam such as conducting of coaching classes.
 6. The past experience of the agency with any organization / institution in conduct of OMR based written examination in the opinion of DGCA is unsatisfactory, etc.
- 6.6 Agency must show and submit suitable emergency management plan during any crisis situations.
- 6.7 At any time before the submission of bids, DGCA 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.
- 6.8 The Agency will ensure complete and trouble free administration of OMR based written examination & invigilation. Leakage of secured information in any form will be considered as a breach of contract and a cognizable offence.
- 6.9 DGCA reserves its right to terminate the contract for any reason at its absolute discretion.
- 6.10 DGCA 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.
- 6.11 The submission of a tender by an Agency implies that he has read these instructions and has made himself 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.
- 6.12 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.
- 6.13 The Agency shall engage adequate number of qualified and experienced persons who are in their own employment to carry out the assignment under contract successfully.
- 6.14 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.

- 6.15 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.
- 6.16 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.
- 6.17 The jurisdiction of court for redressal of any dispute arising out of this contract shall be that of the Mumbai Courts.

7 Statutory Obligations:

- 7.1 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.

8 Penalty Clause:

- 8.1 If the Agency fails or delays to fulfill the obligations in the execution of work to the entire satisfaction of DGCA, 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.
- 8.2 If the examination is delayed or postponed due to any reason, the agency shall be liable for payment of any compensation arising due to such failure at the sole discretion of DGCA 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.

9 Validity of the Contract:

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

9.2 The contract may be extended by period of another 6 months/1 year subject to satisfactory performance.

10. Termination of contract:-

- 10.1. 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 Dy. DGCA (WR), Mumbai may terminate the contract at any time without assigning any reason.
- 10.2 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.
- 10.4. 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, DGCA 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

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:

1. Profile of the organization.
2. Details of infrastructure.
3. List of clients including PSUs, Educational institutions/ Central Government/ State Government etc. where similar jobs have been executed in past 3 years with copy of self-attested work orders.
4. Address of organisation
5. Copy of completed work Annual Report for last 3 years.
6. Latest Income Tax return submission copy.
7. Copy of PAN & Service tax registration number.
8. Certificate by the authorized signatory that all the terms and conditions of the bid are acceptable to the bidder.
9. Sufficient proof to show the turn-over from the paper based exam and overall turn-over to the satisfaction of the DGCA.

FORM 1: PARTICULARS

Please fill in the form in the format given below.

1. Name of the Firm
2. Address of the Firm
3. Contact Person (s) with mobile number (s)
4. Email address
5. Telephone numbers
6. Details of EMD (Mention DD number, bank, amount)
7. Whether you have administered the OMR based written examination for approximately 1000 candidates per batch in Mumbai Centre: Yes/|No

If Yes, attach copy of Work Order
8. Whether enclosed work order Annual Reports of Past three years: Yes/No
9. Whether submitted Income Tax Returns for the past three years: Yes / No
10. Whether submitted a copy of TDS certificate of the previous works done : Yes/No
11. Whether submitted original certificate from the customer for the previous works completed clearly mentioning the value of work : Yes/No
12. Whether submitted PAN copy: Yes / No
13. Whether submitted Service Tax Registration Number: Yes / No

Note: a) Non-submission of EMD and Work orders (Sr No 8) will disqualify you and in that case, your price bid shall not be opened.

FORM 2: Price Offer

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

Signature:

Date:

Company Seal

Annexure – II

CHECKLIST FOR ENSURING COMPLIANCE FOR CAPABILITY OF CONDUCTING EXAMINATION.

I. General

Sl. No.	Item / Description	SAT / UNSAT	Remarks if any
1	Whether, the test center / 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 (approx. 1000 per batch) of seating arrangement 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 & with suitable environment control depending upon the Seasonal Weather. A suitable power backup so as to maintain continuous environmental control during the examination.		

7	Whether the premises has a separate control room for Controller of Examination.		
8	Whether the halls / rooms and the premises of the test venue / centre are installed with CCTV camera and have facility to record the examination activity.		