

Directorate General of Civil Aviation

NOTICE INVITING TENDER FOR

Procurement of OMR sheets,
Scanning/Processing of OMR Sheets for
Pilot/ AME Exams

**F.No.21014/19/2013-General
Government of India
Directorate General of Civil Aviation**

Opp. Safdarjung Airport,
Aurobindo Marg, New Delhi-110003
Date: - 23.06.2016

To,

Subject: - Tender for Procurement of OMR sheets, Scanning/Processing of OMR Sheets for Pilot/ AME Exams

Critical Dates and Information		
S. No.	Description	Dates
1	Notice Inviting Tender Publishing Date	23-June-2016 at 04:00pm
2	Document Download Start Date/Time	23-June-2016 at 04:15pm
3	Pre-bid conference Date and Time	01-July-2016 at 11:30am
4	Pre-bid conference Place	Conference Room, DGCA
5	Bid Submission Start Date and Time	02-July-2016 at 05:00pm
6	Bid Submission End Date and Time	14-July-2016 at 02:00pm
7	Tender (Technical Bid) Opening/Download Date and Time	15-July-2016 at 02:00pm
8	Tentative Contract Period	01.08.2016 to 31.07.2017
9	EMD money	Rs.40,000/-
10	EMD money Instrument	Demand Draft from any scheduled commercial bank or nationalised bank
11	EMD in favour	PAO, DGCA, MCA

Note:-

1. Online bids are invited under two bid systems i.e. Technical and Financial Bid for Procurement of OMR sheets, Scanning/Processing of OMR Sheets for Pilot/ AME Exams in the office of Director General of Civil Aviation, New Delhi for a period of One Year from the date of contract. Manual Bids shall not be accepted.
2. If at any stage it is found that any of the details / documents furnished by the bidder are false/ misleading/fabricated, he/she would be liable to legal action and forfeiture of the Earnest money deposit. Any conditional bid shall be rejected outrightly.
3. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app>.

**Deputy Director of Administration,
For Directorate General of Civil Aviation**

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <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. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) 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.

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

The present tender is being invited for Security Services under which the bidder 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. The bidder should have the experience of completion of any three (03) similar works in any of the Central Government Ministry or Departments/Autonomous Body/Public Sector Undertakings of the Government of India or State Government Department and office.

2.2. The bidder must 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 in Delhi/NCR to make the execution of the contract smoother.

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

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

2.3.2. 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;

2.3.3. 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.

2.4. 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.

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

2.6. Bidder must submit online signed and scanned copies of all documents required, duly self-attested as per technical bid annexed to the tender.

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

awarded to the Bidder to be null and void.

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

3. ONE BID PER BIDDER:-

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

4. COST OF BID:-

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

5. VISIT TO DGCA:-

The bidder is required to provide securities services to DGCA 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 DGCA.

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 Bidders/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) Scope of work

(e) Annexure

6.1.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.1.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

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

6.3 CLARIFICATION OF TENDER DOCUMENT

6.3.1 The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Section Officer, General Section, DGCA.

6.3.2 Except for any such written clarification by DGCA, which is expressly stated to be an addendum to the tender document issued by the General Section of DGCA, no written or oral communication, presentation or explanation by any other employee of DGCA shall be taken to be part of conditions of tender and shall not bind DGCA or fetter the DGCA under the contract.

6.3.3 Any bid of the bidder is liable to be rejected, summarily if the proposed bid is found to be deviated from the terms and conditions mentioned in the notice inviting tender, tender document, addendum and corrigendum, if any.

7 PREPARATION OF BIDS

7.1 Language

Bids and all accompanying document shall be in English OR in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

7.2 Documents Comprising the Bid

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

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

7.2.2 The bidder shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.40,000/- (Rupees Forty Thousand only)** in the form of an Account Payee Demand Draft in favor of **PAO, DGCA, MCA** payable at **NEW DELHI**. 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.

7.3 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 bidder's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the subject of this document at DGCA.

7.3.1 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 out rightly.

7.3.2 Any bid with zero/NIL/N.A./Blank service charges will be rejected summarily and DGCA 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 One Year w.e.f. 01.08.2016 to 31.07.2017 and DGCA reserves the right to curtail or to extend the validity of contract. Decision to extend the contract for another one year will depend upon the mutual consent of DGCA and service provider on same rates and terms and conditions provided the services being satisfactory to the department.

7.6 EMD MONEY:-

7.6.1 The bidder shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.40,000/- (Rupees Forty Thousand only)** in the form of an Account Payee Demand Draft in favor of "**PAO, DGCA, MCA**" payable at **NEW DELHI**. 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 Reception, DGCA, Opp. Safdarjung Airport, New Delhi-110003 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. However, any bidder registered with such Government Organisation(s) which enables them (bidder) to claim EMD exemption may be considered.

7.6.3 EMD money and performance security shall not carry any interest whatsoever.

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 an Account Payee Demand Draft of **Rs.1,00,000/- (Rupees One Lac Only)** in the favor of "**PAO, DGCA, MCA**" payable at **NEW DELHI**. Successful bidder is solely

responsible to furnish the proof of performance security. However, any deviation during the tender by successful bidder, the performance security will be forfeited.

7.6.6 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.

7.6.7 Successful bidder has to take charge of the services within a period which cannot be more than 15 days from the date of issue of award of contract or the date mentioned in clause 7.5 above, whichever is earlier. 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 10 days from date of issue of award of contract along with performance security and agreement.

7.6.8 EMD money shall be forfeited if the successful bidder refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the DGCA.

7.6.9 DGCA will be not held responsible to pay any interest, whatsoever, on EMD money and performance security.

7.7 FORMAT AND SIGNING OF BID:-

7.7.1 The 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 DGCA, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

7.8 SUBMISSION OF BIDS:-

7.8.1 The bidder shall submit the Technical Bid and the Financial Bid online on eProcurement portal of Central Public Procurement Portal.

7.8.2 The submission of bids will imply that bidder has acquainted himself with the operational conditions of DGCA 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 packets only :-

a) Technical Bid

1) Scanned copy of EMD or valid exemption certificate.

- 2) Self attested scan copy of PAN No. card of Agency/Firm/company under Income Tax Act, Service Tax Registration Number, Valid Registration No. of the Agency/Firm/company.
- 3) Signed and scanned Proof of Annual turnover of last three financial years along with income tax returns of last 3 financial years supported by audited Balance Sheet.
- 4) Signed and scanned copy of proof of experience of any three central government/state govt./ PSU/ any other central or state govt undertaking supported by documents from the concerned organizations.
- 5) Signed & scanned copy of Annexure A, B, C, E.
- 6) Signed and scanned copy of VAT Certificate, TIN (issued for carrying out work in NCT of Delhi).
- 7) Scanned copy of any other documents mentioned in Annexure-A other than mentioned above.

b) Financial Bid

- 1) Price Bid

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

8 LATE AND DELAYED TENDERS:-

- 8.1 Bids must be submitted in the portal of central public procurement portal well before the last date of submission of bid. DGCA may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of DGCA and the Bidder will be the same.
- 8.2 Any error occurred at the time of submission of the bids, as stipulated above, shall not be the responsibility of DGCA and any incomplete bid in any form will summarily be rejected.

9 BID OPENING AND EVALUATION:-

9.1 BID OPENING

- 9.1.1 The authorized representatives of the DGCA will open/evaluate the Technical Bids submitted online. However, any bidder wishes to attend can do so without giving any prior intimation and also, if any bidder(s) fail to attend, DGCA is not responsible for this whatsoever.
- 9.1.2 The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- 9.1.3 Conditional bids will also be summarily rejected.

9.1.4 Indicative quantities are provided in the financial bid for the purpose of evaluation. Therefore, bidder must refrain from quoting rates with any type of conditions whatsoever as this will lead to rejection/cancellation of bids.

9.1.5 However, in case of increase or decrease of number of OMR sheets/processing of OMR sheets and scanning of masters and image scanning, the payment to the bidder will be disbursed in accordance with the lowest rates of all the bidder (whose financial bids are evaluated) quoted for this tender and in turn, it may be the possible that a bidder who is L1 for X number of quantities may not be L1 for Y number of quantities. However, the payment will only be made as per rates of lowest of all bidders after comparing the rates.

9.2 RIGHT TO ACCEPT/REJECT BIDS:-

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

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

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

10 AWARD OF CONTRACT:-

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

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

10.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-D within a period of 15 days from the date of issue of Award of Contract.

10.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Award of Contract (AoC)" for an amount of **Rs.1,00,000/- (Rupees One Lac Only)** in the form of an Account Payee Demand Draft from any scheduled commercial bank or nationalized bank in favor of **PAO, DGCA, MCA** payable at NEW DELHI.

10.5. Failure of the successful bidder to comply with the requirements of any clause(s) of this tender document shall constitute sufficient grounds for the annulment of the award and forfeiture of performance security.

(III) TERMS AND CONDITIONS

1. The manpower engaged should be trained. It will be the sole responsibility of the bidder that the men engaged are trained and the Department will not be liable for any mishap, directly or indirectly.
2. Mechanized equipments, wherever required if any, will be procured by the bidder as determined by the Department, if any.
3. The Department reserves the right to cancel or reject all or any of the tender without assigning any reason.
4. Also, bidder must refrain from quoting rates for minimum number of OMR sheets to be scanned/ processed. There has to be one rate for specific type of works as mentioned in financial bid and no condition of minimum number of OMR sheet processing/ scanning be mentioned in the financial bid.
5. The firm should submit a satisfactory performance report from at least three Government Departments.
6. The approximate data for the procurement of OMR sheet and other services have been provided with the financial bid.
7. **Penalty clause:-**
 - a. Any damage or loss caused by contractor's persons to DGCA in whatever form would be recovered from the contractor and in case of severe damages as decided by Head of DGCA to the property of DGCA will be liable to be recovered from contractor and no ceiling will be observed in levying the penalty in such cases.
 - b. In case of delay of disposal of allotted work to the contractor, a penalty of Rs.1,000/- per day shall be levied by DGCA and the same shall be deducted from the contractor's bills.
 - c. 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 clause 7b shall be levied.
 - 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, Department reserves the right to impose the penalty as per clause 7b.
8. However, in case of increase or decrease of number of OMR sheets/processing of OMR sheets and scanning of masters and image scanning, the payment to the bidder will be disbursed in accordance with the lowest rates of all the bidder quoted for this tender and in turn, it may be the possible that a bidder who is L1 for X number of quantities may not be L1 for Y number of quantities.
9. DGCA shall have the right, within reasonable and legitimate directions but not limited to conditions like not behaving courteously, maintain decorum etc., to have any person removed that is considered to be undesirable or otherwise and similarly Bidder reserves the right to change the staff with prior intimation to DGCA.
10. The bidder registered with NSIC or any other Government Organisation which allows exemption from EMD can avail the benefits as allowed by the concerned organisation on the basis of valid registration and valid proofs need to be produced for the same.
11. The bidder shall not accept any gratitude or reward in any shape whatsoever.
12. The Vendor shall at his own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this

contract and indemnify the Department against any loss which accrues to the Department directly or indirectly on account of commission/ omission of his responsibilities under this contract.

13. The bidder must have his own Establishment/Setup/Mechanism, etc. at his own cost in Delhi to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

14. The bidder shall engage the men/women whose age shall be between 18-50 years. Employment of child labor will lead to the termination of the contract, without any notice at the costs, risks and responsibilities of the vendor.

15. In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Vendor and DGCA shall not be liable for any claim for damages or compensation.

16. DGCA shall not be responsible for any claim, whatsoever, against the Vendor from third party sources including claims, if any, from the men employed by the Vendor under this Contract.

17. Vendor shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in DGCA, under the provisions of this Contract. The Vendor shall be required to certify that persons deployed by him are not involved in any unlawful activity including theft, pilferage, sabotage; terrorism etc and he shall be fully responsible for their conduct. Vendor should also obtain entry passes, gate passes for the persons deployed by him for work, from the concerned department of DGCA through its Section in charge.

18. The payment shall be made after satisfactory completion of the job. The firm should submit the bills in three copies enclosing satisfactory certificate from the users.

19. The bidder should specifically give an undertaking specifying that he is not currently black listed by any Government Department/PSU/Autonomous Body and also specify if blacklisted in past by any Government Department/PSU/Autonomous Body.

20. The Vendor shall ensure that DGCA property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss, the Vendor shall be liable to make good the loss. The decision of competent authority of DGCA as to the quantum and value of damage/loss and the extent of recovery to be made from him, shall be final and binding on the Vendor.

21. Decision of DGCA regarding satisfactory completion of the job will be final & binding on the Vendor. If the work is not found satisfactory then the Vendor may be asked to redo the work at no additional cost to DGCA. The Vendor shall be bound by any such decision/direction of DGCA officials.

22. Failure to comply with the conditions governing this Contract, unsatisfactory work/workmanship shall subject the Vendor liable for Penalty and Termination of Contract.

23. DGCA shall not be under any obligation for providing employment to any of the worker of the bidder after the expiry of the contract. The Department does not recognize any employee-employer relationship with any of the workers of the bidder. Any liability arising out of any litigation (including those in consumer courts) due to any act of bidder's personnel/staff shall be directly borne by the bidder including all expenses/fines. The concerned bidder's personnel shall attend the court as and when required.

24. The bidder shall ensure that its personnel shall not at any time, without the consent of DGCA 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.
25. If any work which cannot be done at the DGCA premises that component of work shall be allowed to be done outside at the sole costs, risks and responsibilities of the vendor. In this regard, all the costs such as labour, transportation etc. shall be borne by the vendor.
26. That in the event of any loss occasioned to DGCA, as a result of any lapse on the part of the bidder which will be established after an enquiry conducted by DGCA, the said loss can claim from the bidder up to the value of the loss. The decision of the Head of DGCA will be final and will be binding on the bidder.
27. Be it private or public areas, all the workers are liable to be frisked/ checked by the security personnel at DGCA premises, both while entering and leaving the premises.
28. "NOTICE TO PROCEED" means the notice issued by DGCA to the bidder communicating the date on which the work/services under the contract are to be commenced.
29. If the bidder is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the 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 the Department.
30. The contract period shall be twelve months from the date of the commencement of contract.
31. During the course of contract, if any of bidder's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the bidder's Performance Guarantee.
32. The bidder shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the bidder.
33. Only physically/mentally fit personnel shall be deployed for duty by the bidder.
34. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by DGCA from the bidder.
35. If any underpayment is discovered, the amount shall be duly paid to the bidder by DGCA.
36. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by DGCA.
37. The vendor should quote for all items/works and agree to the terms and conditions of the tender without any addition/ alterations failing which the quote of the vendor will be summarily rejected.
38. Tenderer shall treat the contents of the tender documents as private and confidential.
39. In the event of the vendor's business or if any of its concerned division is taken over/bought over by another party, all the obligations and execution responsibilities under the tender/contract with DGCA shall be passed on for compliance to that new party, inheriting business operations from earlier assigned party/agency.
40. The vendor should not assign or sublet or subcontract the contract or any part of it to any other agency. The penalty for non-compliance shall be revoking the contract and forfeiture of the

Performance Security Deposit.

41. Incomplete and unsigned bids are liable to be rejected and no correspondence about such cases shall be entertained by DGCA.

42. DGCA will deduct Income Tax at source under Section 194-C of Income Tax Act from the bidder at the prevailing rates of such sum as income tax on the income comprised therein.

43. DGCA also reserves the right to modify/relax any of the terms & conditions and/or cancel the tender without assigning any reason.

44. No Payment will be made for the machines, tools and appliances to be brought in by the vendor for providing the services mentioned in this tender.

45. DGCA reserves the right to reject the lowest tender or any other tender or all the tenders and /or to accept any tender either in whole or in part without assigning any reason whatsoever and to cancel the bidding process at any time prior to award of contract without thereby causing any liability to the affected vendor or vendors or anybody else. The decision of the DGCA in this regard shall be final & binding on all the participating vendors.

46. **OBLIGATION OF THE BIDDER:-**

The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder 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 bidder in respect thereof, which may arise.

47. Also, bidder's monthly bill will be liable for deduction of TDS as per the rates specified by the tax laws of India. However, bidder shall not violate the minimum wages act while paying wages to his/her employees deployed at DGCA even after the deduction of TDS from bidder's bill. Paying minimum wages to his/her employees deployed at DGCA is the liability of the bidder.

48. Vendor must submit an undertaking on affidavit that the company/firm has not been black listed by any court of law or any Central Govt./State Govt./Central Autonomous bodies/PSU and in future if it takes place, the contract would be terminated.

49. The decision of DGCA arrived during the various stages of the evaluation of the bids is final and representation of any kind shall not be entertained on the above.

50. In case the bidder is found in-breach of any condition(s) of tender or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the vendor and Performance Security Deposits shall be forfeited.

51. DGCA reserves the right for discontinuation of the service at any time by giving one month's notice if the services are found to be unsatisfactory and also DGCA has the right to award the contract to any other agency at the costs, risks and responsibilities of the current agency and excess expenditure incurred on account of this could be recovered from the Performance Security Deposit or pending bill or by raising a separate claim on defaulting service provider agency.

52. In case any attempt is made by vendor to bring pressure towards DGCA's decision making process, such vendor shall be disqualified for participation in the present tender. Also, any act on the part of the tenderer to influence anybody in DGCA is liable to rejection of his tender.

53. Upon verification, evaluation / assessment, if in case any information furnished by a vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

54. **INDEMNIFICATION:**

DGCA will not be responsible for any injury or losses sustained by agency's personnel during the performance of their duties and also for any damages or compensation due to any dispute between the agency and its workers. With all the liabilities arising out of any provisions of the labour laws / Acts / enactments / instructions in-force or enacted from time to time during the duration of this agreement, shall be the responsibility of the agency. Furthermore, the agency shall be responsible for the payment of compensation, insurance or other claims of its employees or any other kind what so ever. DGCA will not be responsible of being a principal employer for the employees deployed on the work by the agency. DGCA will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the vendor.

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

56. **DEFINITION FOR DEFAULT:**

Default is said to have occurred:

- I.If the selected vendor fails to deliver any or all of the services within the time period(s) specified in the contract order or any extension thereof granted by DGCA.
- II.If the selected vendor fails to perform any other obligation(s) under the contract.
- III.If the selected vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from DGCA (or takes longer period in-spite of what DGCA may authorize in writing), DGCA may terminate the contract order in whole or in part.

56. **DISPUTE RESOLUTION:-**

a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by DGCA, Opp. Safdarjung Airport, New Delhi.

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

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

57. **APPLICABLE LAW**

57.1. The Contract shall be governed by the laws and procedures established by Government of India, within the frame-work of applicable legislations and enactments made from time to time concerning such techno commercial dealings/processing.

57.2. All disputes in this connection shall be settled in Delhi jurisdiction only.

57.3. DGCA reserves the right to cancel this tender or modify the requirement.

57.4. DGCA also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.

57.5. DGCA in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

57.6. Vendor has to follow all the provisions mentioned under Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, Delhi Shops and essential Act or any modification thereof or any other law relating thereto and rules made there under from time to time.

58. **MISCELLANEOUS**

Any other terms & conditions, mutually agreed to, prior to finalization of the contract shall be binding on the Agency and DGCA, during the period of the contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit, accordingly. Also, the terms vendor(s), bidder(s), bidder(s) used in the tender document anywhere have same meaning.

(IV) Scope of work

Sample of OMR Sheets are available with Shri Ajay Chauhan, Deputy Director of Airworthiness, Central Examination Organization, Director General of Civil Aviation, East Block-III, Level-III, R.K. Puram, New Delhi -110 066, and may be obtained , if required, from him. However, the technical specifications of each item viz. OMR Sheets, and Evaluation of OMR Sheets are as follows:-

Sr. No.	Item	Minimum Requirements
1.	OMR Sheets	<ol style="list-style-type: none"> 1. The OMR Sheets should be of a minimum of A-4 Size and 105 GSM Paper. 2. Both sides of OMR Sheets should be printed. On one side, instructions should be printed and on the other side, the space for making answers should be made. 3. Proper time marking with required intensity and alignment should be printed. 4. All instructions on OMR Sheets should be bilingual. 5. All OMR Sheets should be examined / checked and verified for its correctness & quality before supplying to the Department.
2.	Evaluation of OMR Sheets	<ol style="list-style-type: none"> 1. The firm should arrange its own scanner, software, and manpower for scanning. 2. The header number / Serial number should be printed on OMR Sheet during scanning. 3. The date and time of scanning should be printed on the OMR Sheet during scanning. 4. The marks obtained should be printed on the OMR Sheet during scanning. 5. The marks printed in OMR sheets and scanned data report should not differ from each other. 6. Provision for identification of OMR Sheets which do not contain required/ correct information related to the examination. 7. The software of scanning should be able to evaluate as per the different weight-age / marks allotted to the questions. 8. After scanning, the firm should able to generate the Report giving at least the following parameters, i.e. Scan Number, Reference Number, roll Number and Scores – both break up & total with analysis based on subject-wise marks. 9. Image of each OMR (image capturing) to be saved in the computer. 10. The scanning Firm should have to demonstrate at CEO R.K.Puram, New Delhi for fulfillment of the above requirement after opening of technical bids.

1. The firm will have to undertake the scanning / processing of OMR Sheets in any sessions of exam expeditiously within two days from the date of request from Central Examination Organization, R.K. Puram.

2. The firm should be able to scan the OMR Sheets using the master answers prepared / marked on the OMR Sheets or transmitted from the Question Data Bank Computer. Further scanning machine should be linked to the dedicated computer to transmit the Scanned Data.
3. The firm should be capable of printing the score of a candidate on the OMR Sheets up to two places of decimal.
4. The firm should ensure that OMR Scanner system will scan the OMR Sheets supplied by Central Examination Organization, O/o DGCA from time to time using the OMR Scanner system of the firm.
5. The interested/eligible bidders are, therefore, advised to go through the OMR Sheets so as to ensure the nature of work involved in supply, scanning and processing of OMR Sheets to produce the desired output/result.
6. If the firm fails to supply the goods, scanning of OMR Sheets as per our requirement, the contract will be terminated without any notice. In that case, the performance security deposit will be forfeited and the firm will be blacklisted.
7. In case of any leakage / mishandling of Confidential / record fact(s) security money deposited by the said firm will be forfeited and the firm can be black listed. The final decision in this regard will be taken by the Director General of Civil Aviation.
8. The requirement of OMR Sheets will be intimated separately as per the requirements of the numbers of candidate appearing in the examination in every suggestion.
9. The contract be awarded to one single firm only to carry out entire work relating to supply of OMR Sheets, and scanning of OMR Sheets including processing & Printing of scores on the OMR Sheets to avoid compatibility problems.
10. At occasions, CEO is required to conduct very frequent examinations to fulfil the need of the airlines industry/operators. In such cases, the OMR Sheets may be very limited, along with different types of Question Papers masters. Under such conditions, the firm should be able to undertake the work.
11. As per laid down procedure the scanning of OMR sheets will be compulsory on 3rd and 18th (if holiday, on next working) of the every month irrespective of Number of sheets.
12. In case of any difficulty / doubt, the **Director of Airworthiness**, CEO, R.K. Puram, New Delhi may be contacted on any working day.

(V) Annexure

**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 in Delhi	
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	Firm (Registration in corporation certificate)	
10	VAT registration number with copy of certificate attached	
11	Service Tax registration number with copy of certificate attached	
12	PAN no. with a copy attached	
13	Firm's income tax returns of last three financial years with proofs attached	
14	TIN no. with proofs attached	
15	Experience certificate of any three organizations of central/state government/PSU/autonomous bodies proofs enclosed for the similar type of works	
16	Annual turnover of FY2012-13, FY2013-14, FY2014-15 (in lakhs) supported by valid documents	

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

PARTICULARS OF EXPERIENCE

1. Name of the Agency :
2. Date of Establishment of the Agency :
3. Experience for the same type of work and particulars of other contracts, if any. :
4. Organisations with whom contract held and terms/conditions thereof with supporting documents. :

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

Name of the firm/Agency_____

Name of the tender: Supply of OMR sheet and Evaluation of OMR sheet

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document No.D-21014/19/2013-General.
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 all the provisions specified by Government of India notified time to time and shall be fully responsible for any violation.

(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 _____ 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 DGCA
Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said
_____ Name
on behalf of the Contractor in
the presence of:

By the said
_____ Name
on behalf of the Employer in
the presence of:

Witness _____
Name _____
Address _____

Witness _____
Name _____
Address _____

Telephone No: _____

Telephone No: _____

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 any other Central Government office or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on ___/___/2016.

Place:

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

Directorate General of Civil Aviation
Financial Bid

Printing of OMR sheets

S.No.	Particulars	Quantities (Indicative)	Rates(all Taxes extra) per sheet
1	Supply OMR Sheets	30,000	Rates per sheet

Scanning and evaluation of OMR sheets

S.No.	Particulars	Quantities (Indicative)	Rates(all Taxes extra) per sheet
1	OMR scanning & processing of OMR sheets	33,000	Rates per sheet
2	Scanning & Processing of Masters	500	Rates Per master
3	Image scanning of OMR sheets	33,000	Rates per sheet

Note:- Tender will be evaluated on the basis of total value of the tender incorporating above mentioned quantities.

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 tempered/ 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.

Evaluation of the tender will be done on the basis of the price bid in .rar format uploaded on eProcurement portal of CPPP.