

# Directorate General of Civil Aviation

**NOTICE INVITING TENDER**  
**FOR PROVIDING MULTI TASKING STAFF**

**at**

**DGCA, Opp. Safdarjung Airport,**  
**Aurobindo Marg, New Delhi**

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

**F.NO. A- 12025/2/2017-EIII**  
**Government of India**  
**Directorate General of Civil Aviation**

Opposite Safdarjung Airport,  
Aurobindo Marg, New Delhi-110003  
Date: - 14 September, 2017.

**Subject: - e-Tender for outsourcing of Multi Tasking Staff (50 nos)**

<b>Critical Dates and Information</b>		
<b>S. No.</b>	<b>Description</b>	<b>Dates</b>
<b>1</b>	Notice Inviting Tender Publishing Date	15.09.2017 , 5 P.M.
<b>2</b>	Document Download Start Date/Time	15.09.2017 , 5 P.M.
<b>3</b>	Pre-bid conference Date and Time	19.09.2017, 11:30AM
<b>4</b>	Pre-bid conference Place	Conference Room, DGCA
<b>5</b>	Bid Submission Start Date and Time	21.09.2017
<b>6</b>	Bid Submission End Date and Time	06/10/2017, 6:00PM
<b>7</b>	Tender (Technical Bid) Opening/Download Date and Time	10/10/2017
<b>8</b>	Tentative Contract Period	One Year
<b>9</b>	EMD money	Rs.25, 000/-
<b>10</b>	EMD money Instrument	Demand Draft from any scheduled commercial bank or nationalised bank
<b>11</b>	EMD in favour	PAO, DGCA, MCA payable at New Delhi

**Note:-**

1. Online bids are invited under two bid systems i.e. Technical and Financial Bid for providing Multi Tasking Staff (50nos) in the office of Director General of Civil Aviation, New Delhi for a period of ONE (1) YEAR from the date of contract with a maximum of THREE (03) YEARS extensions. 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. Also, any bid with NIL/N.A./BLANK/ZERO service charge will summarily be rejected.

3. *Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app>.*

**Sd/-  
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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **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.

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

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

The present tender is being invited for Multi Tasking Staff

- i) This is a contract for outsourcing services of 50 Multi Tasking Staff (MTS). The number of MTS to be engaged is subject to increase or decrease as per the requirement of the Department.
- ii) Initial period of contract shall be one year which can be extended upto a maximum period of three years with the approval of the Head of the Department in DGCA, depending upon the requirement of the Department and the performance of the service provider.
- iii) The contract can be terminated by the competent authority at any time without assigning any reasons and in such circumstances, the service provider has to withdraw his manpower forthwith.
- iv) The payment to the engaged Multi Tasking Staff (MTS) will be subject to satisfactory performance of the MTS to be certified by the Officers/Sections, where they are engaged.
- v) It shall be the duty of the Contractor to ensure the disbursement of wages through ECS. Bill of the subsequent month will be paid only after submission of certificate of disbursement of wages of the previous month, signed by the said representative of the Department.
- vi) The office hours of the MTS shall be 9:30 AM to 6:00 PM from Monday to Friday with a lunch break of half an hour from 1:30 PM to 2:00 PM.
- vii) A) The attendance of the MTS will be registered by Aadhaar enabled Bio-metric system of attendance.  
B) In case the working hours of an individual in a week falls short of 42:30 hrs (including 30 Minutes Lunch time), deduction of wages shall be made proportionately.
- viii) Mandatory Employer Contribution towards EPF, ESI etc. will be paid by this Office.
- ix) No medical facilities or reimbursement thereof will be provided by this office.
- x) The persons engaged on outsource basis will not be entitled for any kind of leave.
- xi) Escalation clause towards payment to the engaged Multi Tasking Staff (MTS) shall not be accepted on any ground during the period the contract is in force except the revision in the minimum rates of wages by the Department of Labour, NCT of Delhi, from time to time which will be paid by DGCA.
- xii) The contractor shall comply with all the labour laws in relation to its employees including payment of minimum wages as laid down by or under any law from time to time.

- xiii) The engagement does not confer right for continuation or extension of the contract on any account for indefinite time. This engagement will be purely a short term temporary arrangement on contractual basis. This is the responsibility of the successful bidder to intimate each employee that there is no employer- employee relation between the person deployed to DGCA and DGCA.
- xiv) The service provider shall deploy additional manpower if asked for to do so due to increase in work load subsequently during the currency of the contract at the same rates of wages already agreed upon.
- xv) Any liability regarding Government Dues as well as any human loss/injury during the engagement of the Multi Tasking Staff (MTS) will be the responsibility of the service provider.
- xvi) The award of the contract will be subject to the fulfilment of the conditions laid down in Rule 157, 158 and 160 of GFR, 2005 as amended from time to time.
- xvii) It may be ensured that a character and antecedents verification certificate from the concerned police authorities or a certificate of “good moral character” in respect of the Multi Tasking Staff (MTS), duly signed by a first Class Magistrate or two Class I Officers of the Central Government, may be provided at the time of engagement of the Multi Tasking Staff (MTS).
- xviii) The Services of the Multi Tasking Staff (MTS) may be provided on all working days or any holidays as and when required. The selected agency will immediately provide a substitute in the event of any person remaining absent from the job due to personal reasons and or his/her performance is not bound satisfactory.
- xix) The persons engaged as Multi Tasking Staff must be at least 10<sup>th</sup> class passed from a recognized Board and shall not be below the age of 18 years as on the date of award of contract. They should be active with sound health. Having computer and typing knowledge will be given preference.
- xx) The persons engaged shall not claim any Benefit/ Compensation/ Absorption/ Regularization of service from this Office under the provision of Industrial Disputes Act 1974 or contract Labour (Regulation & Abolition) act, 1970. An undertaking to this effect from the engaged persons shall be required to be submitted by the service provider to this office.
- xxi) The persons engaged will be expected to observe discipline and decorum in office and adhere to all instructions/rules in force in the office.



- xxii) The service provider's personnel shall not divulge or disclose to any persons any details of office, operation process technical know-how, and Administrative/organization matters as all are confidential/secret in nature.
- xxiii) The person deployed by the contractor will not be entitled for any Medical/ Accommodation and Transport allowance and any other allowance whatsoever except as mentioned in the financial bid.
- xxiv) The Department may require the service provider to dismiss or remove from the site of work any person, or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirement. The service provider shall replace immediately any of its personnel, if they are unacceptable to the Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- xxv) The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messengers from this Department to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department implementing the Contract from time to time.
- xxvi) This department will maintain attendance in respect of the personnel deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates as per the instruction of Labour Department of NCT of Delhi, from time to time.
- xxvii) Any dispute arising out of the contract will be settled within the jurisdiction of Delhi Courts.

**2. ELIGIBILITY CRITERIA FOR BIDDERS:** - The firm applying for the tender must possess the following qualification:-

- i) Regulation Certificate from a competent Government Authority for running the agency.
- ii) At least three years relevant experience with any Central Govt. Deptt./ Organization.
- iii) The firm must have PAN No. , GST Registration No. and other relevant document.
- iv) The firm must have ESI and EPF registration.

Exemptions as applicable to the entities i.e. firms/ companies registered as MSME, NSIC or startup will available to such bidder subject to submission of relevant and acceptable documents.

**3.** The bidding firm shall quote their bid as per the Minimum Wages Act applicable in Delhi, as follows and no deviation from the said Act will be accepted.

- a) Minimum applicable wages for each Multi Tasking Staff (MTS)
- b) Provident Fund
- c) ESI
- d) Any other charges, if any, under the Minimum Wages.
- e) Services charges/statutory taxes to be charged by the Service Provider

#### **4. TENDER DOCUMENTS:-**

##### **4.1. Contents of Tender Documents.**

4.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Multi Tasking Staff. The Tender document comprises of:

- (a) Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal (<https://eprocure.gov.in/>)
- (b) Instructions to bidder
- (c) Terms and Conditions.
- (d) Technical Bid (Annexure-A)
- (e) Particular of Experience(Annexure-B)
- (f) Undertaking (Annexure-C)
- (g) Form of Agreement (Annexure-D)
- (h) Form of Bank Guarantee of Performance Security (Annexure-E)
- (i) Undertaking (Annexure-F)
- (j) Financial Bid for Multi Tasking Staff (Annexure-G)

4.1.2. 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.

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

##### **4.2. 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 to be held at Conference hall, DGCA 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.

#### **4.3. CLARIFICATION OF TENDER DOCUMENT**

- 4.3.1 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, E.III Section, DGCA.
- 4.3.2 Except for any such written clarification by DGCA, which is expressly stated to be an addendum to the tender document issued by the E.III 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.
- 4.3.3 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.

### **5 PREPARATION OF BIDS**

#### **5.1 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.

#### **5.2 Documents Comprising the Bid**

Tender document issued for the purposes of tendering as described in Clause 4.1 and any amendments issued shall be deemed as incorporated in the Bid.

- 5.2.1 The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid online.
- 5.2.2 One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- 5.2.3 The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power.

### **5.3 BID PRICES:-**

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the MTS at DGCA. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

- 5.3.1** 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.
- 5.3.2** In case of revision of minimum wages, bidder has to pay its employees employed at DGCA premises as per the latest minimum wages circular issued by Government of NCT Delhi. However, bidder will be solely responsible for claiming the revised due from DGCA in accordance with the revised minimum wages circular issued by Government of NCT Delhi.
- 5.3.3** 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.

### **5.4 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.

### **5.5 DURATION OF CONTRACT:-**

The contract will be valid initially for ONE YEAR and DGCA reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions. The contract may be extended upto a maximum period of THREE YEARS.

### **5.6 EMD MONEY:-**

- 5.6.1** The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of Rs.25,000 /-(Rupees Twenty Five Thousand only) (equivalent to 2% of the approximate tender value) in the form of an Account Payee Demand Draft in favor of **PAO, DGCA, MCA, payable at NEW DELHI** along with the Tender document. The EMD money will remain valid till the time the bid is valid. EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity. The Hard Copy of original instruments (Demand Draft) in respect of earnest money must be delivered to the Reception, DGCA, Opp. Safdarjung Airport, New Delhi-110003 on or before last date of bid submission date/time as mentioned in critical date sheet.

- 5.6.2** 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.
- 5.6.3** EMD money so deposited shall not carry any interest.
- 5.6.4** EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.
- 5.6.5** EMD money of the successful bidder shall be returned on receipt of **Performance Security** in the form of bank guarantee which is approximately equivalent to 10% of the total tender value in the favor of **“PAO, DGCA, MCA, payable at NEW DELHI”** as prescribed in annexure-E.
- 5.6.6** 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.
- 5.6.7** Successful bidder has to take charge of the services within a period which cannot be more than 20 days from the date of issue of award, 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 15 days from date of issue of award of contract along with performance security in the form of bank guarantee and agreement as per annexure-E.
- 5.6.8** 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.
- 5.6.9** DGCA will be not held responsible to pay any interest, whatsoever, on EMD money and performance security.

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

- 5.7.1** 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.
- 5.7.2** 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.

## 5.8 SUBMISSION OF BIDS:-

5.8.1 The bidder shall submit the Technical Bid and the Financial Bid online on eProcurement portal of CPPP.

5.8.2 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.

5.8.3 The bid should be submitted online in two packets only :-

### a) Technical Bid

1) Scanned copy of EMD.

2) Self attested scan copy of PAN No. card of firm under Income Tax Act, GST Registration number , Valid Registration No. of the Agency/Firm.

3) Self attested scan copy of valid License and Number under Contract Labour Act and under any other Acts/Rules, valid Employee Provident Fund Registration Number, valid ESI Registration Number.

4) Scanned copy of Proof of valid DGR sponsorship (if applicable), Proof of Annual turnover supported by audited Balance Sheet.

5) Scanned copy of proof of experience supported by documents from the concerned organizations

6) Signed & scanned copy of Annexure A, B, C & F.

7) Scanned copy of all documents mentioned in Annexure-A (other than SI No. 1-7)

### b) Financial Bid

1) Price Bid

(a) EMD (Earnest Money Deposit) for an amount of **Rs.25,000(Twenty Five thousand only ) (equivalent to 2% of the approximate tender value)** in the form of an Account Payee DD in favor of **PAO, DGCA, MCA, payable at NEW DELHI**. 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.

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

## **6 LATE AND DELAYED TENDERS:-**

**6.1** 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.

**6.2** 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.

## **7 BID OPENING AND EVALUATION:-**

### **7.1 BID OPENING**

**7.1.1** The authorized representatives of the DGCA will open the Technical Bids submitted online. However, any bidder wishes to attend can do so without giving any prior intimation and also, if any bidder(s) fail to attend, DGCA is not responsible for this whatsoever.

**7.1.2** 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.

**7.1.3** Conditional bids will also be summarily rejected.

### **7.2 RIGHT TO ACCEPT/REJECT BIDS:-**

**7.2.1** 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.

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

**7.2.3** 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.

## **8 AWARD OF CONTRACT:-**

**8.1** 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.

**8.2** 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 contractor in consideration of the execution of services by the contractor as prescribed in the contract.

**8.3** The successful bidder will be required to execute an agreement in the form specified in Annexure-E within a period of 30 days from the date of issue of Award of Contract.

**8.4** 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 1,15,730 (Rupees One Lakh Fifteen Thousand Seven Hundred and Thirty Only) Bank Guarantee from any scheduled commercial bank or nationalized bank in an acceptable form (Annexure-E) in favor of **PAO, DGCA, MCA, payable at NEW DELHI**. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

**8.5** Failure of the successful bidder to comply with the requirements of any clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD money.



## **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.

### **1. OBLIGATION OF THE CONTRACTOR:**

The contractor shall ensure full compliance with tax laws and Labour Laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

2. Also, contractor's monthly bill will be liable for deduction of TDS as per the rates specified by the tax laws of India.

### **3. 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 concerned Government Authority.

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

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

### **4. JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**DIRECTORATE GENERAL OF CIVIL AVIATION  
TECHNICAL BID FOR PROVIDING MULTI TASKING STAFF**

<b>S. No.</b>	<b>Description</b>	<b>Details</b>
<b>1.</b>	Name of the firm	
<b>2.</b>	Address of the firm	
<b>3.</b>	Contact details of the firm with fax no.	
<b>4.</b>	E-mail of the firm	
<b>5.</b>	Name and address of the head of the firm	
<b>6.</b>	Name of the contact person of the firm and contact details	
<b>7.</b>	Specify the type of firm (sole proprietor/partnership/other specify)	
<b>8.</b>	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue	
<b>9.</b>	Provident account no. with proofs attached	
<b>10.</b>	ESI number with proofs attached	
<b>11.</b>	Firm (Registration in corporation certificate, ISO certification)	
<b>12.</b>	GST registration number with copy of certificate attached	
<b>13.</b>	PAN no. with a copy attached	
<b>14.</b>	Firm's income tax returns of last three financial years with proofs attached	
<b>15.</b>	TIN no. with proofs attached	
<b>16.</b>	Experience certificate of three Years in any central/state government/PSU/autonomous bodies, proofs enclosed	
<b>17.</b>	Bank account number & IFSC code (two cancelled cheque attached)	
<b>18.</b>	Labour license no. with copy attached	
<b>19.</b>	Annual turnover of FY2012-13, FY2013-14, FY2014-15 (in lakhs) supported by valid documents	

Continued.....

**Note:** Photocopies of all necessary documents duly self attested must be scanned for verification of the information provided and submitted at the time of acceptance of award of contract. Also, every document whatsoever, attached or submitted in the bids must have self attestation of the firm's/agency's authorized signatory. Bids will summarily be rejected if any paper found with no self attestation.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in notice inviting tender and undertake myself/ourselves abide by them. I/We\_\_\_\_\_certify that all the information provided on previous page are true to the best of my knowledge.

Name of the bidder and Signature of the bidder with seal of the firm

**PARTICULARS OF EXPERIENCE**

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

Date: .....

Signature of Tenderer

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

**(ON COMPANY LETTER HEAD)**

**UNDERTAKING**

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

Dated:

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

Name of the tender: Providing Multi Tasking Staff at DGCA, New Delhi

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document No. ....
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

(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

M/s \_\_\_\_\_, New Delhi, hereinafter referred to as the Contractor or Service Provider or Party, which expression shall include their successors, nominees, executors, assignees, etc. of the OTHER PART and hereinafter represented by Shri \_\_\_\_\_.

WHEREAS the Ministry desires of entrusting contrasting contractors the contract for Manpower supply, the company deals.

AND WHEREAS M/s \_\_\_\_\_ New Delhi has agreed to undertake this work on the following terms and conditions:-

NOW THIS INDENTURE WITNESSETH AND IT IS agreed by and between the parties herinto that:-

1. The contract for the said manpower services shall be deemed to have come into force on the \_\_\_\_ the day of the month of \_\_\_\_\_ **of the year two Thousand Seventeen.**
2. This is a contract for outsourcing services of 50 Multi Tasking Staff (MTS). The number of MTS to be engaged is subject to increase or decrease as per the requirement of the Department.
3. Initial period of contract shall be one year which can be extended upto a maximum period of three years with approval of Head of the Department in DGCA, depending upon the requirement of Department and performance of the service provider.
4. The contract can be terminated by the competent authority at any time without assigning any reasons and in such circumstances, the service provider has to withdraw his manpower forthwith.

5. The payment to the engaged Multi Tasking Staff (MTS) will be subject to satisfactory performance of the MTS to be certified by the Officers/Sections, where they are engaged.
6. The payment to the MTS will be through ECS before or upto 7<sup>th</sup> day of the month.
7. It shall be the duty of the Contractor to ensure the disbursement of wages in the presence of the authorized representative of the Department of Administration Directorate. Bill of the subsequent month will be paid only after submission of certificate of disbursement of wages of the previous month, signed by the said representative of the Department.
8. The office hours of the MTS shall be 9:30 AM to 6:00 PM from Monday to Friday with a lunch break of half an hour from 1:30 PM to 2:00 PM.
9. A) The attendance of the persons will be registered by Bio-metric system on the basis of Aadhaar Based Bio-metric System.  
B) In case the working hours of an individual in a week falls short of 42:30 hrs(including 30 Minutes Lunch time), deduction of wages shall be made proportionately.
10. Mandatory Employer Contribution towards EPF, ESI etc. will be paid by this Office.
11. No medical facilities or reimbursement thereof will be provide by this office.
12. The persons engaged on outsource basis will not be entitled for any kind of leave.
13. Escalation clause towards payment to the engaged Multi Tasking Staff (MTS) shall not be accepted on any ground during the period the contract is in force except the revision in the minimum rates of wages by the Department of Labour, NCT of Delhi, from time to time which will be paid by DGCA.
14. The contractor shall comply with all the labour laws in relation to its employees including payment of minimum wages as laid down by or under any law from time to time.
15. The engagement does not confer right for continuation or extension of the contract on any account for indefinite time. This engagement will be purely a short term temporary arrangement on contractual basis.
16. The service provider shall deploy additional manpower if asked for to do so due to increase in work load subsequently during the currency. The contract at the same rates of wages already agreed upon.

17. Any liability regarding Government Dues as well as any human loss/injury during the engagement of Multi Tasking Staff (MTS) will be the responsibility of the service provider.
18. The award of the contract will be subject to the fulfillment of the conditions laid down in Rule 157, 158 and 160 of GFR, 2005 as amended from time to time.
19. It may be ensured that a character and antecedents verification certificate from the concerned police authorities or a certificate of "good moral character" in respect of the Multi Tasking Staff (MTS), duly signed by a first Class Magistrate or two Class I Officers of the Central Government, may be provided at the time of engagement of the Multi Tasking Staff (MTS).
20. The Services of the Multi Tasking Staff (MTS) may be provided on all working days or any holidays as and when required. The selected agency will immediately provide a substitute in the event of any person remaining absent from the job due to personal reasons and or his/her performance is not bound satisfactory.
21. The persons engaged as Multi Tasking Staff must be at least 10<sup>th</sup> class passed from a recognized Board and shall not be below the age of 18 years as on the date of award of contract. They should be active with sound health. Having computer and typing knowledge will be given preference.
22. The persons engaged shall not claim any Benefit/ Compensation/ Absorption/ Regularization of service from this Office under the provision of Industrial Disputes Act 1947 or contract Labour (Regulation & Abolition) act, 1947. An undertaking to this effect from the engaged persons shall be required to be submitted by the service provider to this office.
23. The persons engaged will be expected to observe discipline and decorum in office and adhere to all instructions/rules in force in the office.
24. The service provider's personnel shall not divulge or disclose to any persons any details of office, operation process technical know-how, security arrangements, and Administrative/organization matters as all are confidential/secret in nature.
25. The Department may require the service provider to dismiss or remove from the site of work any person, or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirement. The service provider shall replace immediately any of its personnel, if they are unacceptable to the Department because of security risk,



incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

26. The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messengers from this Department to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department implementing the Contract from time to time.
27. This department will maintain attendance in respect of the personnel deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates as per the instruction of Labour Department of NCT of Delhi, from time to time.
28. Any dispute arising out of the contract will be settled within the jurisdiction of Delhi Courts.
29. The contractor shall deposit the ESI and EPF contributions for the concerned employees regularly with the authorities and submit receipt thereof to DGCA every month. The ESI/EPF Account number should be intimated to the MTS.
30. The Contractor shall indemnify the DGCA and shall at all times keep the DGCA indemnified against all the liabilities, claims, losses, thefts, or accident claims, damages arising out of the acts in respect of its employees and or any authorized person(s) on its behalf for executing this contract in the DGCA premises.
31. Income tax will be deducted from the Contractor's invoices as per statutory requirement.
32. The Contractor will be free to work anywhere else or to undertake any contract provided that he will remain responsible to DGCA for due and efficient execution of the jobs entrusted to him.
33. This agreement has been made between two independent parties and nothing contained herein shall be construed to imply an employer-employee relationship between concern of the DGCA.
34. The DGCA may forthwith terminate this agreement immediately upon the happening on one or more of the following events :-
  - (i) In the opinion of the DGCA, the Contractor becomes incapable of carrying out the work under this agreement or performance of duties there-under or its position at any time is such as render it inexpedient for it to continue to act as Contractor.
  - (ii) There is any alteration in the constitution of the Contractor, unless DGCA agrees to such alteration in writing.
  - (iii) If the Contractor fails to carry out any instruction given by the DGCA and such failure continues for a period of fourteen days from the date it is brought to the notice of the Contractor in writing by the DGCA.

- (iv) If the Contractor commits any act of fraud on the DGCA or indulges in any kind of illegal behavior or activity.
  - (v) If the employees provided by the contractor fail to perform satisfactory service in spite of notice.
35. This agreement shall commence from the \_\_\_\_\_, 2016 and shall remain operational for one year i.e. upto \_\_\_\_\_, 2017 unless terminated earlier whether with or without assigning any reason, by DGCA by giving the Contractor fifteen days notice in writing.
  36. On the termination of this agreement, the Contractor shall remove his personnel peacefully and without causing any damage to the DGCA.
  37. This agreement shall be construed as per Indian laws and Delhi Courts will have jurisdiction to settle any dispute arising out of this agreement.
  38. In the case of dispute/difference arising between the DGCA and Contractor, which has not been settled amicably, any party can refer the dispute for arbitration under the Arbitration and Conciliation Act, 1996. Such dispute shall be referred to sole arbitrator nominated by the Secretary, Ministry of civil Aviation of Legal Affairs, Govt. of India, New Delhi, after due diligence. The provision of Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both the parties.

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: \_\_\_\_\_

## Bank Guarantee Bond for Performance Security

### GUARANTEE BOND

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt \_\_\_\_\_ [hereinafter called 'the said Contractor(s)'] from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between

and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) We, \_\_\_\_\_, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of \_\_\_\_\_ [contractor(s)] do hereby

undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office/Department/Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under

this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank).

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## UNDERTAKING

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on \_\_\_/\_\_\_/2017.

Place:

Signature of the Tenderer  
Name of the Signatory  
Date: \_\_\_/\_\_\_/2017  
Name of the Firm/agency  
Seal of the Firm/Agency

**Annexure-G**

**Directorate General of Civil Aviation**

**Financial Bid for Multi Tasking Staff (per month, INR only)**

<b>Name of the Bidder:-</b>				
<b>S.No.</b>	<b>Description</b>	<b>Percentage</b>	<b>Multi Tasking Staff</b>	
<b>1</b>	Minimum Wages	As per the wages mentioned by Government of NCT of Delhi	As applicable -	
<b>2</b>	Employees State Insurance (ESI)	As applicable	As applicable	
<b>3</b>	Employees Provident Fund	As applicable	As applicable	
<b>4</b>	Employees Deposit Linked Insurance	As applicable	As applicable	
<b>5</b>	Administrative Charges (EPF)	As applicable	As applicable	
<b>6</b>	TOTAL	Sum of Sr.No.1 to Sr.No.5	As applicable	
<b>7</b>	<b>Service Charges ( in %age) on Sr. No. 1</b>	<b>Quoted by Bidder</b>		
<b>8</b>	Sub Total	(Sr.No.6+ Sr.No.7)	As applicable	
<b>9</b>	GST	18% of Sr. No.8	As applicable	
	Grand Total	(Sr.No.8+ Sr.No.9)	As applicable	

<b>A)</b>	<b>Total Tender Value (Per Month)</b>	
<b>B)</b>	<b>Total Tender Value ( )</b>	

**Notes:-**

- Bids with NIL/BLANK/N.A./ZERO/Negative service charge mentioned in Sr.No.15 above will be rejected out rightly without giving any reason whatsoever.**
- Tender will be evaluated on the basis of the Total Tender Value for 30 nos. MTS.**
- All values in above wage structure are adhered to the minimum wages as prescribed by Govt. of NCT Delhi or Government of India and as per DGR guidelines and will be adhered in future course of tender period. However, the rates mentioned in Sr. No.1 are minimum wages rates as on 01.04.2016. Pro-rata calculation for wages to be payable for part of the month will be considered in case of absent person.

**Note:-** The below mentioned Financial Proposal/Commercial bid format is provided in .rar format along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this format as it is, unrar it and quote their offer/rates in the permitted column and

upload the same after converting in .rar format. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be 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.

Sub:- Floating of fresh tender for engaging the services of 50 MTS on outsource basis.

With the approval of DG(CA), the services of 30 MTSs were engaged from Sybex Support Ltd. for a period of one year w.e.f. 5.9.2016