

Directorate General of Civil Aviation

NOTICE INVITING TENDER FOR
ANNUAL MAINTENANCE CONTRACT OF EPABX
WIRING NETWORKS SYSTEM
INSTALLED AT DG'S SECRETARIAT,
DGCA HQRS,
OPPOSITE SAFDERJUNG AIRPORT, NEW DELHI-
110003

F. No. D-15012/01/2013-General
Government of India
Directorate General of Civil Aviation

Opposite Safdarjung Airport,
Aurobindo Marg, New Delhi-110003
Date 22-11-2016

To,

Subject: - e-Tender for Annual Maintenance Contract of EPABX wiring networks system installed at DG's secretariat, DGCA Hqrs, New -110003

Critical Dates and Information		
S. No.	Description	Dates
1	Notice Inviting Tender Start Date	22-11-2016 at 11:30am
2	Document Download Start Date and Time	22-11-2016 at 12:45am
3	Bid Submission Start Date and Time	25-11-2016 at 3:00pm
4	Bid Submission End Date and Time	15-12-2016 at 6:00pm
5	Tender (Technical Bid) Opening Date and Time	19-12-2016 at 3:30pm
6	Tentative Contract Period	One year
9	Purchaser of Services	Directorate General of Civil Aviation
10	EMD money	Rs. 2,000/-
11	EMD money Instrument	Demand Draft from any scheduled commercial bank or nationalized bank

Note:-

1. E-Tender are invited under two bid systems i.e. Technical and Financial Bid annual maintenance contract for EPABX wiring networks system installed at DG'S secretariat in DGCA hqrs, New Delhi for a period of One Year from the date of contract.
2. The bids should be submitted online in the prescribed format through e-procurement website <http://eprocure.gov.in/eprocure/app>. Interested bidders may quote the rate as per prescribed financial bid.
3. If at any stage it is found that any of the details / documents furnished by the bidder are false/ misleading/fabricated, he/she would be liable to legal action and forfeiture of the

Earnest money deposit. Also, any bid with NIL/N.A./BLANK/ZERO service charge will summarily be rejected.

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

Sd/-
B. Sengupta,
Deputy Director of administration,
For Directorate General of Civil Aviation

Directorate General of Civil Aviation

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**B. Sengupta,
Deputy Director of Administration,
For Directorate General of Civil Aviation**

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://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) Bidders may refer to 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 / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze 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.
- 11) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 12) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 13) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- 14) The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date

and time **(as per Server System Clock)**.

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.

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.

(II) INSTRUCTIONS TO BIDDERS/ SCOPE OF WORK / ELIGIBILITY / TERMS AND CONDITIONS OF THE TENDER

1. GENERAL:-

The present tender is being invited for Annual Maintenance Contract for EPABX wiring networks system installed at DG's secretariat, DGCA hqrs, New Delhi under which the contractor shall provide well trained personnel and will use its best endeavours to provide high quality work and well trained staff as specified in the tender document in DGCA premises.

2. ELIGIBILITY/QUALIFICATION OF BIDDERS:-

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

2.2. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

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. The bidder shall provide DIN No. of the Director signing tender/contract, in case the bidder is a company.

2.6. Bidder must submit ONLINE copies of all documents required, duly self-attested, along with technical bid of 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 and that the tender price will not include any such amount. 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 work related to EPABX wiring network system Maintenance in DGCA and is advised to visit and acquaint himself with the operational system of the system installed at DG's secretariat, DGCA Hqrs, New Delhi. The costs of visiting shall be borne by the bidder. However, submission of bid shall be deemed to imply that the bidder has made himself completely aware of the requirements and operational conditions.

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 Annual Maintenance Contract of EPABX Wiring Network System installed at DG's secretariat in DGCA Hqrs, New Delhi. The Tender document comprises of:

(a) Notice of Invitation of Tender

(b) Terms and Conditions

(c) Instruction to bidder/ Scope Of Work / Eligibility / Terms And Conditions Of The Tender

(d) Annexure (1 to 6) including Technical Bid and Financial Bid

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. CLARIFICATION OF TENDER DOCUMENT

6.2.1. 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.

6.2.2. 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.

6.2.3. 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.

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 contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.2,000/- (Rupees Two Thousand only)** 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. 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 contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the work related to EPABX wiring network system Maintenance in 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 kinds of taxes etc. which should be clearly stated by the contractor.

7.3.1. The rates quoted by the bidder should be in format as specified in the financial bid annexed in the tender document.

7.3.2. Conditional bids/offers will summarily be rejected. Also, the bids which are not conforming to terms and conditions of the tender document are liable for rejection out rightly.

7.4. CURRENCIES OF BID AND PAYMENT-

7.4.1. 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 and DGCA reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for a period not more than another ONE YEAR.

7.6. EMD money:-

7.6.1. The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.2,000/- (Rupees Two Thousand only)** in the form of an Account Payee Demand Draft in favor of **PAO, DGCA, MCA**, payable at NEW DELHI to the Section Officer, General Section, DGCA 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.

7.6.2. Any bid not accompanied by EMD money shall be rejected. However, any bidder registered with any such government organization(s) which enables them to avail exemption from EMD, may be considered.

7.6.3. EMD money so deposited shall not carry any interest.

7.6.4. EMD money of the unsuccessful bidders will be returned to them at the

earliest after expiry of the final bid validity.

7.6.5. EMD money of the successful bidder shall be returned on receipt of **Performance Security** in the form of bank demand draft of an amount of ten percent of the value of the contract in the favor of "**PAO, DGCA, MCA**" payable at NEW DELHI.

7.6.6. Successful bidder is solely responsible to furnish the proof of performance security in the form bank of demand draft of an amount of ten percent of the value of the contract. However, any deviation during the tender by successful bidder, the performance security will be forfeited.

7.6.7. EMD money shall be forfeited if the bidder withdraws his bid during the period of Tender validity. However, the bids will be valid for a period of 90 days from the opening of the bids.

7.6.8. Successful bidder has to take charge of the services within a period which cannot be more than 15 days from the date of issue of award letter. However, the date of taking charge of services will be intimated to the successful bidder. Also, successful bidder has to furnish the acceptance of the award letter issued to him/her within 5 days from date of issue of award letter.

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

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

7.7. FORMAT AND SIGNING OF BID:-

7.7.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder (this needs to be submitted by successful bidder only).

7.7.2. The documents comprising the bid shall be printed or written in indelible ink 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.

7.7.3. 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 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 signed and scanned copy of document pertaining to EMD exemption.
- 2)** Self attested scan copy of PAN No. card of firm under Income Tax Act, Service Tax Registration Number, Valid Registration No. of the Agency/Firm /Company.
- 3)** Self attested scan copy of DIN No. of the director signing tender/contract, in case the bidder is a company.
- 4)** Scanned and signed copy of Income Tax Returns of last three years.
- 5)** Signed and Scanned copy of proof of experience supported by documents from the concerned organizations
- 6)** Signed and scanned copy of Firm Registration Certificate/Registration in corporation certificate (issued by Govt. of India/State Govt.)
- 7)** Signed & Scanned copy of certificate that the tenderer is authorised by the Unify Enterprise Communication Pvt. Ltd. for Siemens Hipath 3550 System
- 8)** Signed & scanned copy of Annexure 1,2,3,4
- 9)** Scanned copy of documents mentioned in Annexure-1 other than mentioned above

b) Financial Bid

- 1) Scanned and signed Financial Bid as per Annexure 6

7.8.4. The financial Bid should be submitted online as per Annexure-6.

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

8. Late and Delayed Tenders:-

8.1. Bids must be submitted in the 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 the Technical Bids. 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.

9.2. 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 letter if it is found that the contractor is black listed on previous occasions by the any of the Central or State Government/Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

9.2.3. Also, contractor has to submit an undertaking stated in a prescribed format as mentioned.

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

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

10.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-E within a period of 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 ten percent of the value of contract in form of Bank Demand Draft from any scheduled commercial bank or nationalized bank 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.

10.5. 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.

Note: - The terms vendor or contractor are to be understood as Bidder in this whole document

(III) TERMS AND CONDITIONS

1. The manpower engaged should be trained. It will be the sole responsibility of the contractor that the men engaged are trained and the Department will not be liable for any mishap, directly or indirectly.
2. The contractor will be liable for fulfilling requirements as prescribed under labour laws and social legislation such as EPF/ESI, workmen compensation act, shop and establishment act, minimum wages act etc. in respect of staff engaged by him for carrying on his business. The contractor will also reimburse all such contributions, expenses and all other charges/liabilities to which this office may be held liable in respect of staff employed by his by the authority/court competent for this purpose under the provision of any of the laws, social legislation in force as on date or which may be made applicable subsequently.
3. Mechanized equipments, wherever required if any, will be provided by the contractor. No additional cost shall be given to the contractors.
4. The Department reserves the right to cancel or reject all or any of the tender without assigning any reason.

5. Penalty Clause

- (a) Any damage or loss caused by contractor's persons to DGCA in whatever form would be recovered from the contractor. In case of severe damage to the property of DGCA (severity as assessed by the Head of DGCA) the contractor shall be liable to pay penalty for the loss caused and no ceiling will be observed in levying the penalty in such cases. .
- (b) In case the contractor fails to commence/execute the work as stipulated in the agreement or delays in completion of work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department/DGCA reserves the right to impose the penalty of Rs. 500 /- per day. In case, the contractor fails to rectify any fault within two working days of its reporting to the contractor, then a penalty as deemed suitable may be imposed "for each day basis" by the competent authority in DGCA.

6. The person deployed for the job must be trustworthy, skilled, trained and of good character employees of the approved vendor for all purposes and DGCA will have no liability regarding any matter concerning to their salaries, other payments, welfare, uniform etc. Hence the staff of the vendor will have no right to claim on DGCA in any respect, of employment or any legal compensation in case of any injury, disability or death, while on duty in DGCA as part of this service/job contract. Hence, all liabilities arising out of accident or death while on duty shall be borne by the contractor.

7. The staff engaged by the contractor shall not accept any gratitude or reward in any form whatsoever.

8. 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.

9. The contractor shall engage the men/women whose age shall be between 18-60 years. Employment of child labour will lead to the termination of the contract, without any notice and at the costs, risks and responsibilities of the contractor.

10. Any dispute regarding working hours and regarding compensation to be paid to the personnel deployed will be the responsibility of the contractor and no representation will be entertained on this issue by the DGCA.

11. Monthly Servicing of the EPABX system and telephone instrument with cleaning of instrument or as and when asked for in emergent case be got done by the experienced service engineer. The wiring network also required monthly servicing/checking by Experienced Service engineer.

12. Payment shall be made on quarterly basis against submission of bill in triplicate along with the satisfactory reports received from the users/communication cell of DGCA.

13. It shall be responsibility of the firm to maintain all the Telephone Lines in good working order and take prompt action to rectify the lines. The firm shall provide standby telephone instrument till the telephone instrument is got repaired by the firm in case of any delay.

14. No extra payment will be made for change/replacement of any part of instruments or lines in DGCA.

15. The firm shall take prior permission from the undersigned/ Section Officer, General Section for taking the any telephone instrument out of the office premises for repairs.

16. The rates quoted by the firm shall not be enhanced during the period of contract in any case.

17. 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 contractor and DGCA shall not be liable for any claim for damages or compensation whatsoever.

18. Contractor 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.

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

20. For successful implementation of the terms and conditions of this agreement, the staff employed by the Vendor shall be subject to inspection by the authorized officers of DGCA at the discretion of DGCA and the Vendor shall be under obligation to assist in such exercise, whenever desired.

21. 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 & theft in DGCA, 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.

22. 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.

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

24. The contractor 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 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 contractor which if established after an enquiry conducted by DGCA, the contractor shall be liable to pay damages for such loss. The decision of

the Head of DGCA shall be final and shall be binding on the contractor.

27. The vendor's staff shall perform their duties at the DGCA premises with due diligence and take all precautions to avoid any loss or damage to the government property/person. The vendor will be solely liable for all matters of any indiscipline, theft, indecent behavior, official misconduct, loss or damage to any person or persons or government property at the premises.

28. The vendor must deploy adult (age more than 18 years), healthy –free from any illness and well trained staff only for maintenance work as mentioned in tender document.

29. “NOTICE TO PROCEED” means the notice issued by DGCA to the contractor communicating the date on which the work/services under the contract are to be commenced.

30. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfilment 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/DGCA.

31. The contract period shall be twelve months from the date of the commencement of contract (as mentioned in Notice to Proceed or award of contract letter).

32. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department/DGCA shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

33. The contractor shall indemnify and hold the Department/DGCA harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

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 contractor.

35. The vendor shall 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 shall be summarily rejected.

36. Each page of the tender document should be signed and stamped by the vendor before uploading to the CPP portal.

37. Tenders containing omissions and alterations are liable to be rejected. Where corrections are necessary, the same must be made in ink and all such corrections are to be attested by full signature of the authorized person(s) of vendor and dated.

38. The 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 shall 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 encashment 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 also reserves the right to modify/relax any of the terms & conditions and/or cancel the tender without assigning any reason.

43. 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.

44. 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.

45. OBLIGATION OF THE CONTRACTOR:-

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

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

47. Vendor shall 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 vendor shall be liable

to inform DGCA forthwith. In such a case, the contract shall be terminated.

48. 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.

49. In case the vendor 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 by DGCA.

50. 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.

51. 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 shall make that tenderer ineligible and that tender is liable to be rejected.

52. 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 in this regard, shall be entertained by DGCA.

53. 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. 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 shall 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. The Contractor shall indemnify DGCA against all the losses/damages caused by or due to any act of contractor's employees or their representatives while discharging the contract.

54. 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.

55. 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. The period of default in case of non-rectification of fault will start after two working days of reporting the fault to the contractor.
- III. If the selected vendor fails to perform any other obligation(s) under the contract.

56. 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.

57. 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 contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

58. Applicable Law

58.1. 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.

58.2. In case of any dispute between the parties of this contract, the jurisdiction shall be Delhi only.

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

58.4. 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.

58.5. 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.

59. 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.

Any work other than specified in this document related to the EPABX Wiring Network System Maintenance, etc. will be sole responsibility of the contractor. No additional payment will be made to contractor apart from rates quoted in financial bid.

NOTE: All the above mentioned work as per tender document is indicative and not exhaustive.

DGCA reserves the right to add/delete any work under the tender document and no payment will be given for any additional work added. However, the Contractor has to properly maintain the EPABX Wiring Network System, Telephone instruments, etc. inside the office premises.

(V) Annexure

DIRECTOR GENERAL OF CIVIL AVIATION
TECHNICAL BID FOR QUOTATIONS FOR ANNUAL MAINTENANCE CONTRACT OF
EPABX WIRING NETWORK SYSTEM INSTALLED AT DG'S SECRETARIAT IN DGCA
HQRS, NEW DELHI

S.No.	Description	Details
1	Name of the firm	
2	Address of the firm	
3	Contact details of the firm with Fax No.	
4	E-mail of the firm	
5	Name and Address and contact details of Head of Firm	
6	Contact person Name and other details	
7	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue	
8	Firm Registration Certificate/Registration in corporation certificate (issued by Govt. of India/State Govt.). No other documents shall be considered.	
9	Service Tax Registration Certificate (Proofs enclosed)	
10	PAN no. (Proofs enclosed)	
11	DIN (Director's Identification No.), in case the bidder is a Company	
12	Firm's Income Tax returns of last three years (Proofs enclosed)	
13	Experience Certificate of any Government organisation (Proofs Enclosed)	
14	A certificate that the tenderer is authorised by the Unify Enterprise Communication Pvt. Ltd. for Siemens Hipath 3550 System	

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 tender document 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

(ON Bidder 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_____ Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
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 hereby declare that I/We am/are the authorised by Unify Enterprise Communication Pvt. Ltd. for Siemens Hipath 3550 System.
4. I/We do hereby undertake that complete Maintenance of EPABX system of DGCA shall be ensured by our firm/company/agency.

(Signature of the Bidder)

Name and Address of the Bidder
Telephone No.

Directorate General of Civil Aviation

FORM OF AGREEMENT

THIS AGREEMENT is made on the ___ day _____
 (Month) _____ (Year) Between the President of India through
 _____ (Name and address of the Department)
 (hereinafter called "the Department" which expression shall, unless excluded
 by or repugnant to the context be deemed to include his successors in office
 and assigns) of the one part AND _____ (Name and
 address of the contractor) through Shri _____, authorized
 representative (hereinafter called "the contractor" which expression shall,
 unless excluded by or repugnant to the context, be deemed to include his
 successors, heirs, executors, administrators, representatives and assigns) of the
 other part for providing Annual Maintenance Contract of EPABX Wiring Network
 System installed at DG's secretariat in DGCA Hqrs, New Delhi.

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 Annual Maintenance Contract of EPABX Wiring Network System installed at DG's secretariat in DGCA Hqrs, New Delhi;
 - b. Tender document Annual Maintenance Contract of EPABX Wiring Network System installed at DG's secretariat in DGCA Hqrs, New Delhi;
 - c. Award of contract;
 - d. Terms and Conditions;
 - e. Addendums, Corrigendum 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 work mentioned in tender document for Annual Maintenance Contract of EPABX wiring networks system

Installed at DG's Secretariat, DGCA Hqrs, New Delhi 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 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

CHECK-LIST FOR QUOTATIONS FOR ANNUAL MAINTENANCE CONTRACT OF EPABX WIRING NETWORK SYSTEM INSTALLED AT DG'S SECRETARIAT IN DGCA HQRS, NEW DELHI

S. No.	Description	Details
1	Name of the firm	
2	Address of the firm	
3	Contact details of the firm with Fax No.	
4	E-mail of the firm	
5	Name and Address and contact details of Head of Firm	
6	Contact person Name and other details	
7	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue	
8	Firm Registration Certificate/Registration in corporation certificate (issued by Govt. of India/State Govt.). No other documents shall be considered.	
9	Service Tax Registration Certificate (Proofs enclosed)	
10	PAN no. (Proofs enclosed)	
11	DIN (Director's Identification No.), in case the bidder is a Company	
12	Firm's Income Tax returns of last three years (Proofs enclosed)	
13	Experience Certificate of any Government organisation (Proofs Enclosed)	
14	A certificate that the tenderer is authorised by the Unify Enterprise Communication Pvt. Ltd. for Siemens Hipath 3550 System	

Financial Bid

S. No.	Item	Qty.	Amount.
1.	CAMC of Siemens Hipath 3550 EPABX System, installed at DG's Secretariat, DGCA Hqrs, New Delhi	01	
2.	CAMC of telephone wiring network connected with Siemens Hipath 3550 EPABX System	Lot	
3.	CAMC of Telephone instruments connected with Siemens Hipath 3550 EPABX system	Lot	

Place: _____

Signature of Authorized signatory

Date: _____

Name:

SEAL:

Financial Bid

S. No.	Item	Qty.	Amount.
1.	CAMC of Siemens Hipath 3550 EPABX System, installed at DG's Secretariat, DGCA Hqrs, New Delhi	01	
2.	CAMC of telephone wiring network connected with Siemens Hipath 3550 EPABX System	Lot	
3.	CAMC of Telephone instruments connected with Siemens Hipath 3550 EPABX system	Lot	

Place: _____

Signature of Authorized signatory

Date: _____

Name:

SEAL: