

# Directorate General Civil Aviation

O/o Dy. Director General  
(Eastern Region) Kolkata,

**NOTICE INVITING TENDER**  
**FOR PROVIDING OUTSOURCE MANPOWER**  
**FOR DEPUTING**  
**AT**

O/o Dy.DGCA (ER), NSCBI Airport, Kolkata

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



**F.No.DDG/CC/OUTSOURCING AGENCY/  
Government of India  
O/o Dy. Director General of Civil Aviation (ER)  
Directorate General of Civil Aviation**

NSCBI Airport,  
Kolkata - 700052

**Subject:** e-Tender for outsourcing of Manpower- 07Data Entry Operator, 06Junior Clerk, at Kolkata.

<b>Critical Dates and Information</b>		
<b>S. No.</b>	<b>Description</b>	<b>Dates</b>
1	Notice Inviting Tender Publishing Date	06-June-2019 at 05:30pm
2	Document Download Start Date/Time	06-June -2019 at 05:30pm
3	Pre-bid conference Date and Time	10-June-2019 at 11:00am
4	Pre-bid conference Place	O/o Dy. DGCA (ER) NSCBI Airport, Kolkata -700052
5	Bid Submission Start Date and Time	12-June-2019 at 02:00pm
6	Bid Submission End Date and Time	28-June-2019 at 05:00pm
7	Tender Opening Date and Time	01-July-2019 at 11:00 am
8	Contract Period	ONE YEAR
9	Purchaser of Services	O/o Dy. Director General of Civil Aviation (Eastern Region), Kolkata.
10	EMD money	Rs. 45,000/-
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 for providing Manpower 07 Data Entry Operator and 06Junior Clerk in the O/o Dy. DGCA (ER) Kolkata for a period of ONE YEAR from the date of contract. DGCA (ER) reserves the right to curtail or extend the validity of the contract on the same terms and conditions. However, there can only be two extensions of one year each on the same terms and conditions as prescribed in the tender document.
2. If at any stage it is found that any of the details / documents furnished by the bidders is 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 (Annexure 11) 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> and [www.dgca.nic.in](http://www.dgca.nic.in) .

4. The contractor shall be liable and responsible for payment of bonus to the staff engaged by the contractor as per the provisions of the Payment of Bonus Act 1965 and the instructions issued by appropriate Government from time to time. The expenditure on payment of bonus to the staff engaged by him/them shall be borne by the contractor from his own resources and DGCA will have no liability/responsibility for payment of bonus to the outsourced staff engaged through Contractor. However, payment of at least minimum bonus to its employees is a statutory requirement to be complied with by the contractor as per the provisions of The Payment of Bonus Act 1965.

Sd/-

(M Thakur)

Assistant Director of Operations,  
For Dy. Director General of Civil Aviation (ER), Kolkata

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**(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 (i.e. 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**

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**

### **1. General:-**

The present tender is being invited for Manpower services under which the contractor shall provide trained and competent personnel and will use its best endeavors to provide services as specified in the SCOPE OF WORK.

### **2. Eligibility/Qualification of Bidders:-**

- 2.1.** The bidder should have minimum preceding three (03) year experience of providing manpower in any of the Central / State Government Ministry or Departments/Autonomous Body/Public Sector Undertakings of the Government of India.
- 2.2.** Bidders must be registered with appropriate registering authority.
- 2.3.** 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.
- 2.4.** The bidder has to specify following details as well:-
  - 2.4.1** Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership. In case the bidder is a company then the Memorandum of Association, Article of Association, Certification of Incorporation, shall be provided.
  - 2.4.2** 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. In case of Company, the authorisation of Board of Director for one Director to transact the business is required.
  - 2.4.3** 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.
- 2.5.** 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. In case of company the details of shareholders and Board of Directors needs to be provided.
- 2.6.** Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act and the DIN no. of the directors are required in case the bidder is a company.
- 2.7.** Bidder must submit ONLINE copies of all documents required, duly self-attested, along with technical bid of the tender.
- 2.8.** Each Bidder (each member in the case of partnership firm/joint venture/consortium/company) 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 O/o Dy. DGCA (ER) subsequently finds to the



contrary, the O/o Dy. DGCA (ER) 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.

**2.9.** 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/company. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium/company 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 O/o Dy. DGCA (ER) 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 O/o Dy. DGCA (ER) Kolkata:-**

The bidder providing manpower services to O/o Dy. DGCA (ER) Kolkata is advised to visit and acquaint himself with the office system. 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 providing Manpower Services. The Tender document comprises of:

- (a) Notice of Invitation of Tender
- (b) Instructions for Online Bid Submission
- (c) Instructions to bidder
- (d) Terms and Conditions
- (e) Scope of Work (SoW) and eligibility criteria
- (f) Annexures (1 to 11) 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. 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 at O/o Dy. DGCA(ER), Kolkata which will be held as per the schedule 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 re- published as corrigendum on CPP portal. All communications between the bidder and O/o Dy. DGCA (ER) shall be carried out in writing.

### **6.3. Clarification of Tender Document**

- 6.3.1** The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform to O/o Dy. DGCA (ER) Kolkata.
- 6.3.2** Except for any such written clarification by O/o Dy. DGCA (ER), which is expressly stated to be an addendum to the tender document issued by the O/o Dy. DGCA (ER), no written or oral communication, presentation or explanation by any other employee of DGCA offices shall be taken to be part of conditions of tender and shall not bind O/o Dy. DGCA(ER) or fetter the O/o Dy. DGCA (ER) under the contract.
- 6.3.3** Any bid of the bidder is liable to be rejected, summarily if the proposed bid is found to be deviated from the terms and conditions mentioned in the notice inviting tender.

## **7. Preparation of Bids**

### **7.1 Language**

Bids and all accompanying documents 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** 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.
- 7.2.3** The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of Rs.45,000/-(Rupees Forty Five Thousand only)(equivalent to 2% of the approximate tender value) in the form of an Account Payee Demand Draft in favor of **ACCOUNTS OFFICER, RPAO, CAD, KOLKATA** to O/o DY. DGCA(ER), Kolkata by post/courier/ in person. Details of the EMD shall be uploaded in CPP portal 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.
- 7.2.4** The Bidder (each member in case of joint venture/consortium/partnership firms/company) 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 manpower to provide Manpower Services, in Annexure 3.

### **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 Manpower Services at O/o Dy. DGCA (ER) Kolkata. This includes all the liabilities of the contractor such as cost of uniform, identity cards and police verification 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.

- 7.3.1** The rates quoted by the bidder should have wage structure 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.
- 7.3.3** In case of revision of minimum wages, bidder has to pay its employees employed at O/o Dy. DGCA (ER) Kolkata as per the latest minimum wages circular issued by Government of West Bengal. However, bidder will be solely responsible for claiming the revised due from O/o Dy. DGCA(ER) Kolkata in accordance with the revised minimum wages circular issued by Government of West Bengal.
- 7.3.4** Any bid with zero/NIL/N.A./blank service charge will be rejected summarily and O/o Dy. DGCA (ER) will not be held responsible, whatsoever, for any clarification on rejection of bid.

**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 O/o Dy. DGCA (ER) reserves the right to curtail the period or can be extended the validity of the contract on the same rates and terms and conditions. However there can be only two extensions of one year each on the same terms & conditions.

**Note:** These posts are likely to be filled by regular staff. Upon recruitment of regular staff, the contracted staff will be discontinued.

**7.6 EMD Money:-**

The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of Rs.45,000/-(Rupees Forty Five Thousand only) (equivalent to 2% of the approximate tender value) in the form of an Account Payee Demand Draft in favor of **ACCOUNTS OFFICER, RPAO, CAD, KOLKATA**. Details of the EMD shall be uploaded in CPP portal along with the Tender document. The EMD money will remain valid till the time the bid is valid. EMD money of 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 O/o Dy. DGCA(ER), Civil Aviation Department, NSCBI Airport, Kolkata-700052 on or before last date of bid submission date/time as mentioned in critical date sheet, in envelop super-scribed "EMD for Manpower Service at O/o DDG(ER), Kolkata".

- 7.6.1 Any bid **not** accompanied by EMD money shall be rejected except the cases where exemption is granted.
- 7.6.2 EMD money so deposited shall not carry any interest. No interest shall be paid by O/o Dy. DGCA (ER) Kolkata on EMD so deposited.
- 7.6.3 EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.
- 7.6.4 EMD money of the successful bidder shall be returned on receipt of Performance Security in the form of bank guarantee of **10% of the value of the contract** in the favor of **ACCOUNTS OFFICER, RPAO, CAD, KOLKATA** in the specified format as per annexure to this tender document.
- 7.6.5 Successful bidder is solely responsible to furnish the proof of performance security in the form of bank guarantee of **10% of the value of the contract**. However, any deviation during the tender by successful bidder, the performance security will be forfeited.
- 7.6.6 EMD money shall be forfeited if the bidder withdraws his bid during the period of Tender validity. However, the bids will be valid for a period of 90 days from the opening of the bids.
- 7.6.7 Successful bidder has to take charge of the services within a period which cannot be more than 15 days from the date of issue of award 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 05 days from date of issue of award letter.
- 7.6.8 EMD money shall be forfeited if the successful bidder refuses to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the O/o Dy. DGCA (ER).
- 7.6.9 No interest whatsoever shall be payable by the DGCA on EMD 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.
- 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 and scanned properly. 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 O/o Dy. DGCA (ER) 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 e-Procurement portal of CPPP.
- 7.8.2 The submission of bids will imply that bidder has acquainted himself with the operational conditions of O/o Dy. DGCA (ER) Kolkata 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 in two parts only :-

**a) Technical Bid**

- 1) Self-attested scanned copy of EMD or certificate in case of exemption.
- 2) Self-attested scanned copy of valid License Number under Contract Labour Act and under any other Acts/Rules, valid Employee Provident Fund Registration and valid ESI Registration certificate.
- 3) Self-attested scanned copy of Firm Registration incorporation certificate / Registration in shops and establishments of the concerned State and ISO certification, if available
- 4) Self-attested scanned copy of GST Registration Certificate.
- 5) Self-attested scanned copy of PAN card No. of firm under Income Tax Act.
- 6) Self-attested scanned copy of Firm Income tax return of last three financial years.
- 7) Self-attested scanned copy of proof of experience supported by documents from the concerned organization
- 8) Bank Account No. with IFSC code, one cancelled cheque attached
- 9) Self-attested scanned copy of Proof of Annual turnover supported by audited Balance Sheet of last three Financial Year.
- 10) Labour welfare fund registration and Professional Tax registration no. of concerned State.
- 11) Self-attested scanned copy of Annexure-1, 2, 3,4,7,9.

**b) Financial Bid**

- 1) Price Bid (Annexure 11)

**7.8.4** The financial bid should be submitted online.

**7.8.5** The bid 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 central public procurement portal well before the last date of submission of bid. O/o Dy. DGCA (ER) may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of O/o Dy. DGCA(ER) 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 Dy. DGCA(ER) 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 O/o Dy. DGCA (ER) will open the Technical Bids submitted online, in the O/o DDG(ER) Kolkata. However, any bidder wishes to attend can do so without giving any prior intimation and also, if any bidder(s) fail to attend, O/o Dy. DGCA (ER) 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, O/o Dy. DGCA (ER) is not bound to follow this in any situation what so ever. Also, O/o Dy. DGCA (ER) 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.** O/o Dy. DGCA (ER) may terminate the contract or cancel the award letter at any stage of processing, if it is found that the contractor is black listed on previous occasions by any of the Central or State Government/Departments/Institutions/LocalBodies/Municipalities/PublicSectorUndertakings, etc.
- 9.2.3.** Also, contractor has to submit an undertaking in the prescribed format as mentioned in annexure.
- 9.2.4.** O/o Dy. DGCA (ER) 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.** O/o Dy. DGCA (ER) 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.** O/o Dy. DGCA (ER) will communicate the successful bidder by mail / 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 O/o Dy. DGCA (ER) Kolkata 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-5 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 **10% of the value of the contract**, in the form of Bank Guarantee from any scheduled commercial bank or Nationalized Bank in an acceptable form (Annexure-6) in favor of **ACCOUNTS OFFICER, RPAO, CAD, KOLKATA**. 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.

### **(III) TERMS AND CONDITIONS**

1. The manpower to be engaged should be trained and competent. 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 number of manpower required may increase or decrease as per the requirement approved by O/o DGCA (HQ) at any time during the period of validity of the contract, which will be provided by the contractor on the same terms and conditions.
3. Any category of manpower supplied may be discontinued as per the requirement approved by O/o DGCA (HQ) at any time during the period of validity of the contract.
4. The O/o Dy. DGCA (ER), Kolkata 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 property in whatever form would be recovered from the contractor. In case of severe damages the quantum of loss would be assessed through an inquiry by the O/o Dy. DGCA (ER) and in such case no ceiling in respect of levy of penalty will be observed.
  - b) In case, any of personnel(s) deployed by the contractor under the contract is (are) absent without prior approval, a penalty of Rs.800/- per day per absent staff shall be levied in addition to deduction of wages for absent period and both amount shall be deducted from the payment to be made to the contractor.
  - c) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 5(b) shall be levied.
  - d) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the O/o DDG (ER) Kolkata reserves the right to seize the amount of performance security submitted by Contractor and to terminate the contract due to willful disobedience by the contractor.
6. O/o DY. DGCA(ER) Kolkata shall have the right, within reasonable and legitimate directions but not limited to conditions like not behaving courteously, maintain decorum etc., to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to O/o DY. DGCA(ER) Kolkata.
7. O/o DY. DGCA(ER) Kolkata shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
8. The selected bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act, 1970.
9. The bidder registered with NSIC or any other Government Organization which allows exemption from EMD can avail the benefits as allowed by the concerned organization subject to production of valid registration and valid proofs for the same.
10. The person deployed for the job must be trustworthy, skilled, trained and of good character employees of the approved vendor for all purposes and O/o Dy. DGCA(ER) Kolkata 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 O/o Dy. DGCA(ER) Kolkata in any respect, of employment or any legal compensation in case of any injury, disability or death, while on duty in O/o Dy. DGCA(ER) Kolkata 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.

11. The person so provided should be on the roll of the successful bidder and their antecedents should be pre-verified through the Police authorities. An attested copy of the antecedents/police verification of each person shall be submitted to O/o Dy. DGCA(ER) Kolkata before deployment of staff.
12. Under the terms of employment agreement with the Contractor, staff shall not do any professional or other work for any consideration whatsoever or otherwise either directly or indirectly within the contract period, except for and on behalf of the Contractor.
13. The contractor shall deploy his personnel only after obtaining approval of O/o Dy. DGCA(ER) Kolkata, after duly submitting curriculum vitae (CV) of the personnel to be deployed at least one week in advance.
14. The staff engaged by the contractor shall not accept any gratitude or reward in any shape whatsoever.
15. 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.
16. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost in Kolkata to ensure correctness and satisfactory performance of his liabilities and responsibilities under the contract.
17. The contractor shall engage the men/women whose age shall not be less than 18 years. Employment of child labour will lead to the termination of the contract, without any notice at the costs, risks and responsibilities of the vendor/contractor.
18. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.
19. O/o Dy. DGCA(ER) Kolkata will maintain register on which attendance of personnel will be entered. A copy of the attendance sheet shall be forwarded to the contractor every month.
20. In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Vendor. The O/o Dy. DGCA(ER) Kolkata shall not be liable for any claim for damages or compensation.
21. O/o Dy. DGCA(ER) Kolkata shall not be responsible for any claim, whatsoever, against the Vendor from third party sources including claims, if any, from the men employed by the Vendor under this Contract.



22. Vendor shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in O/o Dy. DGCA(ER) Kolkata, 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.
23. The contractor will not be held responsible for the damages/sabotage caused to the property of DGCA offices due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
24. The personnel deputed have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of discipline. O/o Dy. DGCA(ER) Kolkata shall have right to have any person removed in case of staff/visitor complaints or as decided by competent authority of O/o Dy. DGCA(ER) Kolkata, if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
25. 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 O/o Dy. DGCA(ER) Kolkata and the Vendor shall be under obligation to assist in such exercise, whenever desired.
26. The Vendor/contractor shall ensure that O/o Dy. DGCA(ER) Kolkata property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss, the Vendor/contractor shall be liable to make good the loss. The decision of competent authority of O/o Dy. DGCA(ER) Kolkata 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/contractor.
27. Decision of O/o Dy. DGCA (ER) Kolkata regarding satisfactory completion of the job will be final and binding on the vendor/contractor. If the work is not found satisfactory then the vendor/contractor may be asked to redo the work at no additional cost to O/o Dy. DGCA (ER) Kolkata. The vendor/contractor shall be bound by any such decision/direction of O/o Dy. DGCA(ER) Kolkata.
28. The Vendor/contractor shall be liable for Penalty and Termination of Contract along with forfeiture of performance security in case of failure to comply with the conditions governing this Contract, unsatisfactory work/workmanship, etc.
29. The vendor must pay salary to its employees as per the payment of Minimum Wages Act by Govt. of West Bengal as applicable. Revision of wages will be in accordance with the wages revised by Govt. of West Bengal from time to time. However, vendor will be liable to submit the monthly bill in accordance with minimum wages prescribed by Govt. of West Bengal as applicable.
30. If any amount, as a result of any instructions from the Labour authorities or claim or application of any of the provisions of Labour laws, or Regulations, is required to be paid, the same shall be paid by the contractor. O/o Dy. DGCA(ER) Kolkata shall not be liable to pay in any case whatsoever.

31. O/o Dy. DGCA(ER) Kolkata shall not be under any obligation for providing employment to any of the workers of the contractor after the expiry of the contract. The Department/DGCA does not recognize any employee-employer relationship with any of the workers of the contractor. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel/staff shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
32. The vendor has to submit challans for ESI and EPF (In the staff name) of deployed staff at O/o Dy. DGCA(ER) Kolkata paid to the concerned authorities along with monthly wage bill. Payment against the bill (every month) shall be reimbursed to the Vendor only after production of proof of payment of wages made to the staff deployed by the Vendor in the O/o Dy. DGCA(ER) Kolkata.
33. The contractor shall be liable and responsible for payment of bonus to the staff engaged by the contractor as per the provisions of the Payment of Bonus Act 1965 and the instructions issued by appropriate Government from time to time. The expenditure on payment of bonus to the staff engaged by him/them shall be borne by the contractor from his own resources. The O/o Dy. DGCA(ER) Kolkata will have no liability/responsibility for payment of bonus to the outsourced staff engaged through Contractor. However, payment of at least minimum bonus to its employees is a statutory requirement to be complied with by the contractor as per the provisions of The Payment of Bonus Act 1965.
34. The contractor shall be liable and responsible to provide all the benefits viz. Employees Provident Fund, ESI, Bonus, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, PF deducted from the payment to the personnel engaged and equal amount of employer's contribution should be deposited with the respective PF authorities within first seven days of every month. In any eventuality, O/o Dy. DGCA(ER) Kolkata shall not be liable to pay/reimburse any amount whatsoever to any employee claiming any underpayment or any other payment. O/o Dy. DGCA(ER) Kolkata is liable to pay the amount which is agreed upon the execution of contract and apart from this any other claims by contractor or employee of the contractor will be rejected outrightly.
35. The contractor shall ensure that its personnel shall not at any time, without the consent of O/o Dy. DGCA(ER) Kolkata in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by O/o Dy. DGCA(ER) Kolkata and shall not disclose any information about the affairs of DGCA offices. This clause does not apply to the information, which becomes public knowledge.
36. If any work which cannot be done at the O/o Dy. DGCA (ER) Kolkata premises that component of work shall be allowed to be done outside at the sole costs, risks and responsibilities of the vendor/contractor. In this regard, all costs such as labour, transportation etc. shall be borne by the vendor/contractor.
37. That in the event of any loss occasioned to O/o Dy. DGCA(ER) Kolkata, as a result of any lapse on the part of the contractor which can be determined after an enquiry conducted by O/o Dy. DGCA(ER) Kolkata, the said loss shall be claimed from the contractor up to the value of the loss. The decision of the O/o Dy. DGCA(ER) Kolkata will be final and binding on the contractor.

38. The working hours consist of 8 hours excluding lunch break of half an hour for all staff/personnel. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by O/o Dy. DGCA(ER) Kolkata for double duty, if any.
39. The vendor's staff shall perform their duties at the O/o Dy. DGCA(ER) Kolkata premises with due diligence and take all precautions to avoid any loss or damage to the government property/person. The vendor shall 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.
40. The staff/personnel shall be equipped with mobile phones by contractor/agency so that they are available during working hours as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of O/o Dy. DGCA(ER) Kolkata.
41. The vendor shall deploy/provide adult (age not less than 18 years), healthy –free from any illness and well trained staff only for the job.
42. Being in private or public areas, all the workers are liable to be frisked/ checked by the security personnel at O/o Dy. DGCA(ER) Kolkata, both while entering and leaving the premises.
43. “NOTICE TO PROCEED” means the notice issued by O/o Dy. DGCA (ER) to the contractor communicating the date on which the work/services under the contract are to be commenced.
44. If the contractor is a joint venture/consortium/group/partnership/company structure of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership /company shall not be altered without the approval of the Department
45. The period of contract shall be twelve months from the date of the commencement of contract (as mentioned in Notice to Proceed or award of contract letter). The contract period may be extended Twice of ONE year each on the same rate and terms & conditions.
46. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices whether causing any loss of revenue to DGCA or not, O/o Dy. DGCA(ER) Kolkata shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
47. In the event of default being made in the payment in respect of wages of any person deployed by the contractor for carrying out of this contract, O/o Dy. DGCA(ER) Kolkata shall not be liable to pay any amount whatsoever apart from that has agreed upon in the agreement. The list of staff going to be deployed shall be made available to O/o Dy. DGCA(ER) Kolkata and if any change is required on part of O/o Dy. DGCA(ER) Kolkata, fresh list of staff shall be made available by the contractor after each and every change.
48. The contractor shall indemnify and hold the O/o Dy. DGCA(ER) Kolkata 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.
49. The vendor/contractor staff can also be used for other small services like shifting of office equipment/furniture etc. in the office premises etc. apart from housekeeping services on the direction of O/o Dy. DGCA (ER) Kolkata officials, if situation demands so.

50. Only physically and mentally fit personnel shall be deployed for duty by the contractor.
51. The contractor shall ensure that the deployed staff shall not take part in any staff union and association activities.
52. O/o Dy. DGCA(ER) Kolkata shall not be responsible for providing residential accommodation, medical, transport facilities etc to any of the personnel of the contractor. DGCA does not recognize any employee-employer relationship with the contractual/outsourced staff.
53. 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 been done by the agency under the contract, it shall be recovered by O/o Dy. DGCA(ER) Kolkata from the contractor.
54. If any underpayment is discovered, the amount shall be duly paid to the contractor by O/o Dy. DGCA(ER) Kolkata, but it will be the responsibility of the contractor to intimate the same to O/o Dy. DGCA(ER) Kolkata and claim it.
55. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by O/o Dy. DGCA(ER) Kolkata.
56. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bill (refer payment checklist).
57. The contractor shall disburse the wages to its staff deployed in the O/o Dy. DGCA (ER) Kolkata on or before 5<sup>th</sup> day of every month through ECS or by Cheque in the presence of any authorized officer of O/o Dy. DGCA(ER) Kolkata.
58. The bidder should quote for all items/ works and agree to the terms and conditions of the tender without any addition/alterations failing which the quote of the bidder will be summarily rejected.
59. Each page of the tender document should be signed and stamped by the vendor before submission/uploading to the CPP Portal.
60. 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.
61. The Tenderer shall treat the contents of the tender documents as private and confidential.
62. 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 O/o Dy. DGCA (ER) shall be passed on for compliance to that new party, inheriting business operations from earlier assigned party/agency. But the contractor has to give prior intimation to O/o Dy. DGCA (ER) Kolkata regarding any such plan/transfer and upon any such transfer the O/o Dy. DGCA (ER) Kolkata shall have the undisputed right either to continue with the contract or terminate the same without any liability whatsoever on O/o Dy. DGCA (ER) Kolkata.
63. The vendor should not assign or sublet or subcontract the contract or any part of it to any other agency. The penalty for non-compliance shall be revoking the contract and encashment of the Performance Security Deposit.

64. Incomplete and unsigned bids are liable to be rejected and no correspondence about such cases shall be entertained by O/o Dy. DGCA (ER) Kolkata.
65. O/o Dy. DGCA(ER) Kolkata will deduct Income Tax at source under relevant applicable provisions of Income Tax Act or any other applicable provisions and any amendment thereof, from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
66. O/o Dy. DGCA (ER) reserves the right to modify/relax any of the terms & conditions and/or cancel the tender at any time prior to award of contract, without assigning any reason.
67. No payment will be made for the machines, tools and appliances to be brought in by the vendor/contractor for providing the services mentioned in this tender.
68. O/o Dy. DGCA (ER) reserves the right to reject the lowest tender/bid or any other tender/bid or all the tenders/bids and /or to accept any tender/bid 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 O/o Dy. DGCA (ER) in this regard shall be final & binding on all the participating vendors.
69. **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 Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
70. Also, contractor's monthly bill will be liable for deduction of TDS as per the rates specified by the tax laws of India. However, contractor shall not violate the minimum wages act while paying wages to his/her employees deployed at O/o Dy. DGCA(ER) Kolkata even after the deduction of TDS from contractor's bill. Paying minimum wages to his/her employees deployed at O/o Dy. DGCA(ER) Kolkata is the liability of the contractor.
71. Vendor/contractor should submit an undertaking on affidavit that the company/firm has not been blacklisted by any court of law or any Central Govt./ State Govt./ Central Autonomous Body/ PSU and in future if it takes place the vendor/contractor shall be liable to inform O/o Dy. DGCA (ER) Kolkata forthwith. In such a case, the contract would be terminated.
72. The decision of O/o Dy. DGCA (ER) 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.
73. In case the bidder is found in-breach of any condition(s) of tender or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the vendor and Performance Security Deposit shall be forfeited.
74. O/o Dy. DGCA (ER) 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 O/o Dy. DGCA (ER) 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.

75. In case any attempt is made by vendor to bring pressure towards O/o Dy. DGCA (ER) 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 O/o Dy. DGCA(ER) Kolkata is liable to rejection of his bid.
76. Upon verification, evaluation / assessment, if in case any information furnished by a vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 77. Indemnification:**  
O/o Dy. DGCA(ER) Kolkata shall 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 whatsoever. O/o Dy. DGCA(ER) Kolkata will not be responsible for being a principal employer for the employees deployed on the work by the contractor. O/o Dy. DGCA(ER) will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the vendor. Contractor shall indemnify O/o Dy. DGCA (ER) Kolkata against all losses/damages caused by its employees during the course of discharge/performance of this contract.
- 78. 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.
- 79. 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 O/o Dy. DGCA (ER).
  - (ii) If the selected vendor fails to perform any other obligation(s) under the contract.
  - (iii) If selected vendor violates any of the terms and conditions of the tender and contract, the same will be treated as "Event of Default".
80. If the selected vendor, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from O/o Dy. DGCA (ER) (or takes longer period in spite of what O/o Dy. DGCA (ER) may authorize in writing), O/o Dy. DGCA (ER) may terminate the contract order in whole or in part and may forfeit the EMD/ Performance Security as applicable.

## **81. 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. The sole Arbitrator to be appointed by mutual consent of both the parties and in case both parties fail to appoint the arbitrator then the sole arbitrator may be appointed through Calcutta High Court. The seat of sole arbitrator to be at Kolkata.
- 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 Kolkata only.

## **82. Applicable Law**

- 82.1 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 contracts for providing services.
- 82.2 All disputes in this connection shall be settled in Kolkata jurisdiction only.
- 82.3 O/o Dy. DGCA (ER) reserves the right to cancel this tender or modify the requirement.
- 82.4 O/o Dy. DGCA (ER) 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.
- 82.5 O/o Dy. DGCA (ER) 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.
- 82.6 Vendor has to follow all the provisions mentioned under Payment of Wages Act, 1936, Minimum Wages Act 1948, ESI Act 1948, EPF ACT 1952, Payment of Bonus Act 1965, (As per the applicable Act revised during the Contract period), Labour Welfare Fund Act applicable in West Bengal, Employer's Liability Act, 1938, The Workmen Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, applicable Shops and establishment Act applicable in the concerned state, or any modification thereof or any other law relating thereto and rules made there under from time to time.

## **83. Miscellaneous**

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

#### **IV. SCOPE of WORK (SoW) AND ELIGIBILITY CRITERIA**

##### **DATA ENTRY OPERATORS**

The Data Entry Operators job is

- i.** Attend to various typing and other data entry and processing related jobs specific to the Section in which they are deployed.
- ii.** Attend to any other work assigned to them by the senior officers/officials and proficient in using office gadgets like Computer, photocopying, Scanner, Fax Machine etc.
- iii.** Assisting officers in day to day office work and maintain data base of various records

##### **JUNIOR CLERK**

All office related work, typing of letters, entering data in computer, maintaining the files and record keeping.

##### **Qualification and age required:**

**DATA ENTRY OPERATORS:**Age shall not be less than 21 years on the date of interview/skill test. Graduate from recognized university, Excellent computer skill and knowledge of MS-Office, Excel, mail and Power Point etc., Typing Speed of at least 30 W.P.M., Persons with Short Hand speed of 80 W.P.M. will be given preference.

**JUNIOR CLERK:**Age shall not be less than 18 years on the date of interview/skill test. 10+2 from recognized Board, Excellent computer skill and knowledge of MS-Office, Excel, mail and Power Point etc., Typing Speed of at least 30 W.P.M., Persons with Short Hand speed of 80 W.P.M. will be given preference.

**NOTE: All the above mentioned scope of works is indicative and not exhaustive. O/o Dy. DGCA (ER) Kolkata reserves the right to add/delete any work under the scope of work and no payment will be given for any additional scope of work added.**



**O/o Dy. Director General of Civil Aviation (ER)  
Directorate General of Civil Aviation**

**TECHNICAL BID FOR PROVIDING MANPOWER**

<b>S.No.</b>	<b>Description</b>	<b>Details</b>
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 of the head of the firm	
6.	Name of the contact person of the firm and contact details	
7.	Specify the type of firm (sole proprietor/partnership/other specify)	
8.	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue ( <b>Note:</b> Also refer para 9 of (III) TERMS AND CONDITIONS)	
9.	Employee Provident Fund account no. with proofs attached	
10.	ESI number with proofs attached	
11.	Firm Registration incorporation certificate;/ Registration in West Bengal shops and establishments and ISO certification, if available.	
12.	GST registration number with copy of certificate attached	
13.	PAN no. with a copy attached	
14.	Firm's income tax returns of last three financial years with proofs attached	
15.	Experience certificate of any three central/state government/PSU/autonomous bodies proofs enclosed	
16.	Bank account number & IFSC code (one cancelled cheque attached)	
17.	Labour license no. with copy attached	
18.	Annual turnover of FY2015-16, FY2016-17, FY2017-18 (inlakhs) supported by valid documents	
19.	West Bengal Labour welfare fund registration	
20.	Professional Tax registration number with copy of certificateAttached	

**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 is true to the best of my knowledge.

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

**Details of Manpower Required at  
O/o Dy. Director General of Civil Aviation (Eastern Region) Kolkata,**

<b>Name of the post</b>	<b>Junior Clerk</b>	<b>Data Entry Operator</b>
<b>No. of posts</b>	06	07
<b>Total</b>	<b>06</b>	<b>07</b>

**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	Organizations 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  
O/o Dy. DGCA (ER)  
Directorate General of Civil Aviation,  
NSCBI Airport, Kolkata - 700052

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

Name of the tender:

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document No.DY. DGCA/CC/OUTSOURCE AGENCY/.....
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 appropriate Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide Manpower as per the requirement mentioned in tender document.
5. I/We do hereby undertake that complete qualificationork of O/o Dy. DGCA(ER) Kolkata shall be ensured by our Agency/firm.

(Signature of the Bidder)  
Name and Address of the Bidder  
Telephone No.

**O/o Dy. Director General of Civil Aviation (ER)  
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 Manpower to the \_\_\_\_\_ O/o Dy. DGCA (ER), Kolkata,  
Directorate General of Civil Aviation.

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 manpower
  - b) Award of contract;
  - c) Terms and Conditions;
  - d) Scope of work
  - e) Addendums, if any; and
  - f) Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Manpower 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 Dy. DGCA (ER)  
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 West Bengal 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 \_\_\_/\_\_\_/2019.

Place:

Signature of the Tenderer  
Name of the Signatory  
Date: \_\_\_/\_\_\_/2019  
Name of the Firm/agency  
Seal of the Firm/Agency

**Checklist for the monthly payment of the bill claimed by contractor**

<b>S.No.</b>	<b>Description</b>	<b>Yes/No</b>
<b>1</b>	Pre-receipted Monthly bill	
<b>2</b>	ESI and EPF (Employees and Employer) contribution proofs)	
<b>3</b>	Attendance sheet with counting	
<b>4</b>	Wage sheet with particulars of monthly wages signed by manpower deployed at DGCA	
<b>5</b>	Receipt of payment of previous month	

**Every document must be signed by authorized signatory of the firm and bears the seal of the firm.**

**O/o Dy. Director General of Civil Aviation (ER)  
Directorate General of Civil Aviation**

**CHECK-LIST FOR TECHNICAL BID FOR  
MANPOWER SERVICES**

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 of the head of the firm	
6.	Name of the contact person of the firm and contact details	
7.	Specify the type of firm (sole proprietor/partnership/other specify)	
8.	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue ( <b>Note:</b> Also refer para 9 of (III) TERMS AND CONDITIONS)	
9.	Employee Provident account no. with proofs attached	
10.	ESI number with proofs attached	
11.	Firm Registration incorporation certificate, / Registration in West Bengal shops and establishments and ISO certification , if available	
12.	GST registration number with copy of certificate attached	
13.	PAN no. with a copy attached	
14.	Firm's income tax returns of last three financial years with proofs attached	
15.	Experience certificate of any three central/state government/PSU/autonomous bodies proofs enclosed	
16.	Bank account number & IFSC code (two cancelled cheque attached)	
17.	Labour license no. with copy attached	
18.	Annual turnover of FY2015-16, FY2016-17, FY2017-18 (in lakhs) supported by valid documents	
19.	West Bengal Labour welfare fund registration	
20.	Professional Tax registration number with copy of certificate Attached	

**MONTHLY CERTIFICATE OF COMPLIANCE OF STATUTORY OBLIGATIONS BY  
THE SUCCESSFUL BIDDER**

From \_\_\_\_\_

To. \_\_\_\_\_

For the month of \_\_\_\_\_

1. Has the Attendance of Muster-cum-Wage Register of Persons engaged during the month been duly signed by the each individual employ and countersigned by the Representative of the successful bidder?

Yes/No

2. Whether required strength of the Staff during the month as per agreement and copy of verified Attendance Muster-Cum-wage Register been provided and maintained.

Yes/No

3. Have all employees paid necessary minimum wages prescribed by the govt. under relevant enactments? (copy of Wage Register to be provided)

Yes/No

4. Have all the employees been extended coverage of EPF, ESI as per the eligibility under PF Act? (Attach copy of EPF,ESIChallan paid of previous month of current bill)

Yes/No

5. Are all deductions effected from the Salary/wages are as per the provisions of the payment of Wage Act. (Verified with Attendance Muster-cum Wage Register)

Yes/No

6. Are following Register, required under provisions of various statues, maintained up to date in prescribed format, kept available at the premises of the successful bidder for the inspection of any Statutory Authority on demand?

- |      |                                 |        |
|------|---------------------------------|--------|
| i.   | Register of persons deployed    | Yes/No |
| ii.  | Muster roll                     | Yes/No |
| iii. | Register of Wages               | Yes/No |
| iv.  | Register of Deductions Register | Yes/No |
| v.   | Off/OT                          | Yes/No |
| vi.  | Register of fines & advances.   | Yes/No |
| vii. | Register of Leave.              | Yes/No |

(Signature of Authorized Signatory)  
Seal of the Tender \_\_\_\_\_

**Annexure-11**

**O/o Dy. Director General of Civil Aviation (ER)  
Directorate General of Civil Aviation**

Financial Bid for Manpower at O/o Dy. DGCA, Kolkata (per month, INR only)				
Rates are to be quoted not less than in accordance with the Minimum Wages Act, 1948 as applicable in the West Bengal.				
<b>Skilled - Data Entry Operator, Junior Clerk as payable to the employees employed in scheduled employment viz "Shops and Establishment".</b>				
Name of the Bidder:-				
Sl. No.	Particulars	Description	Data Entry Operator(Rate per person per month)	Junior Clerk (Rates per person per month)
			A	B
1	Basic wages plus VDA	Minimum wages must be followed as per Govt. of West Bengal latest Minimum Wages	As applicable	As applicable
2	Employees Provident Fund	13% of Basic wages plus VDA	As applicable	As applicable
3	Employees State Insurance (ESI)	4.75% of Basic wages plus VDA	As applicable	As applicable
4	Total cost per employee	Sum of Sl. No.1 to Sl. No.3	As applicable	As applicable
5	No. of Employee	As per tender document	<b>7</b>	<b>6</b>
6	Total Cost	Sl. No. 4 x Sl.No.5		
7	Vendor Service charge (monthly) from DGCA	Absolute value in Rupees (not in % age). To be filled by vendor		
8	Total Cost	Sum of Sl. No.6&7		
9	Good & Services Tax	On Sl. No. 8 @ latest rates	As applicable	As applicable
10	Total Cost of Service per Month	(Sl.No.8+Sl.No.9)		
11	Total Tender Value (Twelve Months)	Sl.No.10 x 12months	10A x 12	10B x 12
12	<b>TOTAL TENDER VALUE(Both in figures and words)</b>		11A + 11B	

**\* Notes:-**

- Bidder has to insure compliance of charges of West Bengal Labour welfare fund and Professional Tax.**
- Bids with NIL/BLANK/N.A./ZERO/Negative service charge mentioned in Sr.No. 7 above will be rejected out rightly without giving any reason whatsoever.**
- Tender will be evaluated on the basis of the Total Tender Value.**
- All values in above wage structure shall adhere to the latest minimum wages prescribed by Govt. of West Bengal and shall be adhered in future course of tender**

period. EPF/ESI/Goods and Services tax or any other charges will be paid as per prevailing Govt. rates and norms.

5. **Financial Bid as per the latest minimum wage rates prescribed by the West Bengal Government to be submitted.**
6. **Goods & Services Tax rates will be as per latest government rates.**
7. **Rates are to be quoted both in figure and words. In case of any discrepancy between words and figures, the amount in words will prevail. Complete rate/figure are to be quoted. The term as applicable etc. are not acceptable.**

**Note:-** The 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.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Authorized signatory

Name: .....

**NOTE: To be submitted by the Successful bidder at the time of award of contract**

Declaration by the contractor /Tenderer and documents to be submitted

I/ we here declare that none of the member of my /our relatives is relative of any employee of O/o Dy. DGCA (ER)and I /WE also further declare that no officer /employee of DGCA is a Director/Partner of my /Our firm / company /partnership /Proprietor

Signature of Tenderer: -----

Name: -----

Date: -----

Seal: -----

**Details of bank Account** (Real time Gross Settlement (RTGS)/ (NEFT) facility for receiving payments.)

Sl no	Particulars	To be Filled By the bidder
1	Name of account holder	
2	Address of account holder	
3	Name of bank	
4	Name and address of branch	
5	IFSC code	
6	MICR code	
7	Account number	
8	Type of account	

I hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information. I would not hold the user institute responsible.

Date

Place

Seal

(Please attach a photo copy of cancelled cheque.)

Signature of account holder

Name

Designation