

Directorate General of Civil Aviation

NOTICE INVITING TENDER FOR PROCUREMENT OF INVESTIGATION TOOL KIT-BIONOCULARS

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

F.No.AV20012/01/2015-AS
Government of India
Directorate General of Civil Aviation

Opposite Safdarjung Airport,
Aurobindo Marg, New Delhi-110003
Dated:-23.02.2018

To,

Subject: - e-Tender for procurement of Investigation Toolkits

Critical Dates and Information		
S. No.	Description	Dates
1	Notice Inviting Tender Start Date	23.02.2018 , 03:00 PM
2	Document Download Start Date and Time	23.02.2018 , 03:30 PM
3	Pre-bid conference Date and Time	01.03.2018 , 11:30 AM
4	Pre-bid conference Place	Conference Room, DGCA
5	Bid Submission Start Date and Time	16.03.2018 , 03:00 PM
6	Bid Submission End Date and Time	21.03.2018 , 06:00 PM
7	Tender (Technical Bid) Opening Date and Time	23.03.2018 , 12:30 PM
8	Purchaser of Services	Directorate General of Civil Aviation and AAIB
9	EMD money	Rs.50,000/-
10	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 procurement of investigation tool kits in the office of Director General of Civil Aviation, New Delhi and Aircrafts Accident Investigation Bureau, New Delhi.
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>.***

Deputy Director of Air Safety,
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.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

(II) INSTRUCTIONS TO BIDDERS

1. GENERAL:-

- 1.1.** The Directorate General of Civil Aviation (DGCA) wishes to receive the bids for procurement of investigation tool kits as described in these documents.
- 1.2.** The Successful tenderers/bidders will be expected to supply the goods within the specific period.
- 1.3.** The bidder to execute the order strictly as per the terms and conditions as per the NIT and the Purchase Order.

2. ELIGIBILITY/QUALIFICATION OF BIDDERS:-

2.1. The bidder should have the experience of completion of at least three similar supply/procurement of goods contract in three different calendar years in any of the Central Government Ministry or Departments/Autonomous Body/Public Sector Undertakings of the Government of India.

2.2. However, the exemption issued under Startup India program and MSME program will be given to the bidder at the time of bid submission and bid evaluation provided the documents are provided in accordance with it and fulfilling the criteria as specified as per rules and

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.

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;

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.

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.

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) 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.

2.9. 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. 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:-

Bidders may visit DGCA in case of any doubt/suggestions on a prescribed day as mentioned in the Critical Dates. Apart from pre-bid meeting, if any bidder has any doubt pertaining to the tender document, he may visit DGCA and submit their doubts and suggestions in writing to the tender inviting authority by taking prior appointment. The costs of visiting DGCA for any reason 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.

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 Investigation Toolkit Procurement. The Tender document comprises of:

- (a) Notice of Invitation of Tender
- (b) Terms and Conditions
- (c) Instructions to bidder
- (d) Items to be procured
- (e) Annexure 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 Conference hall, DGCA 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 published on e-tendering portal (central public procurement portal). All communications between the bidder and DGCA shall be carried out in writing.

6.3. CLARIFICATION OF TENDER DOCUMENT

6.3.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the inviting authority of this tender in DGCA.

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

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

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. 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.50,000/-(Rupees Fifty 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:-

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

7.3.2. Any bid with zero/NIL/N.A./blank amount will be rejected summarily and DGCA will not be held responsible, whatsoever, for any clarification on rejection of bid.

7.4. CURRENCIES OF BID AND PAYMENT-

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. EMD money:-

7.5.1. The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.50,000/- (Rupees Fifty 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. EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

7.5.2. Any bid not accompanied by EMD money shall be rejected.

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

7.5.4. EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

7.5.5. EMD money of the successful bidder shall be returned on receipt of **Performance Security** in the form bank of demand draft for an amount **which is equivalent to 10% of the total awarded contract value** in the favor of **“PAO, DGCA, MCA** payable at **NEW DELHI”**.

7.5.6. Successful bidder is solely responsible to furnish the proof of performance security in the form bank of demand draft an amount **which is equivalent to 10% of the total awarded contract value**. However, any deviation from terms and conditions during the tender by successful bidder, the performance security will be forfeited.

7.5.7. 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 60 days from the opening of the bids.

7.5.8. Successful bidder has to furnish the acceptance of the award letter issued to him/her within 7 days from date of issue of award letter.

7.5.9. 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.

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

7.6. FORMAT AND SIGNING OF BID:-

7.6.1. 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.

7.6.2. 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.

7.6.3. 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.

7.7. SUBMISSION OF BIDS:-

7.7.1. The bidder shall submit the Technical Bid and the Financial Bid online on central public procurement portal.

7.7.2. 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.

7.7.3. The bid should be submitted online in sets only :-

I) Technical Bid

- a. Signed and scanned copy of EMD or exemption certificate in case of exemption
- b. Signed and scanned copy of PAN No. card of firm under Income Tax Act, GST Registration Number, Valid Registration No. of the Entity.
- c. Signed and Scanned copy of ITR of FY 14-15, 15-16 & 16-17 along with the proof of Annual turnover supported by audited Balance Sheet.
- d. Signed and Scanned copy of proof of experience supported by documents from the concerned organizations, as per clause 2.1.
- e. Signed & scanned copy of Annexure 1,2,3
- f. Signed and scanned copy of Sales Tax/VAT/TIN registration certificate

II) Financial Bid

1) Price Bid

7.8. Item-wise rates as per the Annexure.

7.8.1. The tender shall remain valid and open for acceptance for a period of 60 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.

9.3. BID EVALUATION

9.3.1. The price submission (Price Bid) of only qualified bidders will be opened on a later date with intimation to the bidders. The bidder's authorized representatives may attend the financial bid opening and evaluation.

9.3.2. The department reserves the right at the time of placement of order to increase or decrease the quantity of Goods and also reserve the right to split the procurement order to more than one bidder depending upon the quoted rate and technical specifications as the case may be. In case of tie, the decision to award the contract lies with the bid evaluation committee appointed by DGCA for evaluation of bids.

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 shall be required to furnish a Performance Security within 07 days from receipt of award letter for an amount of **which is equivalent to 10% of the total awarded contract value** in the demand draft form from any scheduled commercial bank or nationalized bank in favor of **PAO, DGCA, MCA**, payable at **NEW DELHI**.

10.4. Failure of the successful bidder to comply with the requirements of any clauses shall

constitute sufficient grounds or the annulment of the award and forfeiture of EMD money.

11. Termination of Contract/Order:-

The department may, without any prejudice to any other remedy for breach of contract written notice of default, sent to the supplier terminate the contract/order in whole or in part any time of convenience. Any unexcused delay, by the supplier in the performance of its delivery obligations shall tender the supplier liable for levy of penalty and/or termination of contract/order.

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

(III) GENERAL TERMS AND CONDITIONS:

1. **ORDER ACCEPTANCE:** The firm or whom order shall be placed, shall give unequivocal acceptance of the purchase order within 7 days of receipt of the same.
2. **SECURITY DEPOSIT:-** 10% of the order value in shape of Bank Draft from any Nationalized Bank favouring PAO, DGCA, MCA to be given by purchaser from any nationalized Bank shall have to be furnished within 15 days from the date of award of contract failing which it shall be presumed that the successful tenderer is not interested in supply and department reserves the right to cancel the Purchase Order forfeiting the EMD. If after depositing the Security Deposit, the successful tenderer fails to supply the materials within the scheduled time, the Purchase Order shall be liable for cancellation forfeiting the Security Deposit. The security deposit submitted in shape of Bank Draft shall have to remain valid.
3. **DELIVERY:-** The delivery of the products mentioned in this tender document will be the sole obligation of the Supplier and ensure that each and every item of the work order/purchase order is delivered to the Directorate General Civil Aviation, Opp. Safdarjung Airport, Aurobindo Marg, New Delhi-110003 and AAIB, Safdarjung Airport, Aurobindo Marg, New Delhi-110003 depending upon the location mentioned in the list of items to be procured.
4. **INSPECTION:-** At the time of delivery of the products by the supplier to the DGCA/AAIB as the case may be, the inspection of each and every product/item will be carried out to the satisfaction of the concerned DGCA & AAIB representative present at the time of inspection.
5. **GUARANTEE/WARRANTY:-** The guarantee/warranty as applicable on the products will be provided by the supplier for each item till the duration of guarantee/warranty of the said item. The Supplier should facilitate the repair/replacement of the items in case of breakdown of the same during the warranty period.
6. **DEMONSTRATION/PRODUCT FAMILIARIZATION:** - It is the sole responsibility of the supplier to arrange for the demonstration of the products/items listed, at the DGCA HQ, AAIB Office, at the cost of the supplier. The DGCA/AAIB shall not bear any cost of such demonstration/product familiarization in any case.
7. **NOTICE PERIOD, PENALTY AND TERMINATION:-** If the supplier fails to deliver the items within the specified delivery period of 30 days from the date of issue of purchase order/ work order, a penalty @ 0.25% per day after the expiry of the delivery period (30days) will be levied for a maximum of 20 days. After the expiry of such 20 days (delay period), the Supplier can supply the items in the purchase order/work order within a further 10 days while paying a penalty of 0.50% per day of the contract value. Performance Security (if any) will be forfeited after the expiry of such period (30+20+10) days (including delay period), the purchase order/work order issued to the supplier shall stand cancelled. No claim for any payment towards the supplier will be entertained post expiry of the above period (30+20+10 days).
8. **REJECTION:-** Substitution, changes or delays shall not be accepted unless confirmed by DGCA/AAIB. Rejected materials, if any, shall have to be collected from department within one week after receipt of intimation from DGCA/AAIB failing which the materials shall be deemed as unclaimed property and no claim shall be entertained by DGCA/AAIB. But prior to taking back the rejected materials, free replacement shall have to be provided by the vendor.

9. **RISK PURCHASE:-** In the event of Firm's/Supplier's failure to execute the Purchase Order exactly as per delivery schedule indicated in the order. The department reserves the right to cancel the order in part or full and purchase such cancelled items/item from alternative sources. Any extra cost incurred by the department on such purchase and consequential losses will be recovered from the supplier by way of deducting from their pending bills or by means of separate remittance from them within 15 days of receipt of debit note of department, failing which legal action may be taken by department for recovering the same.
10. **PACKING & FORWARDING:-** Packing and forwarding charges shall be borne by Firm/supplier as per actual. The packing of the goods shall be proper and adequate according to the nature of goods and with-stand transit hazard and suite the mode of transport and shall confirm to the method, convention, practices and regulation applicable to the merchandise.
11. **DESPATCH INSTRUCTION:-** Materials securely packed shall be invariably dispatched by road on freight paid, door delivery basis unless otherwise specified in the Purchase Order. Prior permission shall have to be taken before dispatching the materials through modes other than what has mentioned in the Purchase Order.
12. **DOCUMENTS:-** All documents shall have to be submitted in accordance with the Purchase Order failing which penalty and other damages shall be to supplier's account only.
13. **PRICE:-** The rates should be preferably quoted for the department including packing and forwarding, Excise, all taxes, insurance and unloading with proper bifurcation of the actual cost and the taxes.
14. **GST:-** GST as applicable shall be paid extra. The tenderer shall have to mention exact rate of taxes applicable for the material instead of mentioning "extra as applicable" GST Registration No. shall have to be mentioned in the tender. GST Clearance certificate shall have to be furnished along with the tender.
15. **VALIDITY:-** The tender shall have to remain valid for a period not less than 120 days from the date of opening of tender. (Technical Bid)
16. **PAYMENT:-** Payment within 30 days of receipt and acceptance of materials at the department is only payable by the department. The terms of payment should be confirmed. No other payment terms are acceptable.
17. **JURISDICTION:-** All disputes arising out of the Purchase order issued by the department shall be subject to Delhi jurisdiction only, we are not agreeable to arbitration.

(IV) ITEMS TO BE PROCURED

S.No.	ITEMS	SPECIFICATION	QUANTITY for DGCA	QUANTITY for AAIB
1.	Binoculars	Waterproof with 30x zoom with integrated compass and distance measuring	05	15

ISO Certification (items 1,2,3,5,15 & 16)	The item should be from OEM having ISO 9001 and ISO 14001 Certification and any other applicable/acceptable Certification Standard in India or Abroad.
Manufacturer Guarantee/Warranty (all items)	Applicable manufacturer guarantee/warranty to be provided.

**DIRECTOR GENERAL OF CIVIL AVIATION
TECHNICAL BID**

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/company/Other specify)	
8	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue	
9	Firm (Registration in corporation certificate)	
10	GST number with copy of certificate attached	
11	GST registration number (whichever applicable) with copy of certificate attached	
12	PAN no. with a copy attached	
13	Firm's income tax returns of last three financial years FY2014-15, FY2015-16, FY2016-17 (in lakhs) with proofs attached along with Annual Turnover and audited balance sheet for each FY mentioned.	
14	Experience certificate of any three contracts for central/state government/PSU/autonomous bodies proofs enclosed	

Continued.....

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

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

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

(On Company letter head)

UNDERTAKING

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

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.AV-20012/01/2015-AS dated _____.
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 Government of India and any other provisions to be laid in future applicable from time to time.

(Signature of the Bidder)

Name and Address of the Bidder
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 ___/12/2017.

Place:

Signature of the Tenderer

Name of the Signatory

Date: ___/___/___

Name of the Firm/agency

Seal of the Firm/Agency

Price Bid

S. No	ITEMS	SPECIFICATION	QUANTITY for DGCA	QUANTITY for AAIB	Rates per unit/item
1.	Binoculars	Waterproof with 30x zoom with integrated compass and distance measuring	05	15	

