

Directorate General of Civil Aviation

NOTICE INVITING TENDER FOR PROCUREMENT OF STEREO DIGITAL MICROSCOPE

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

Government of India
Directorate General of Civil Aviation

Opposite Safdarjung Airport,
Aurobindo Marg, New Delhi-110003
Dated:-21.12.2018

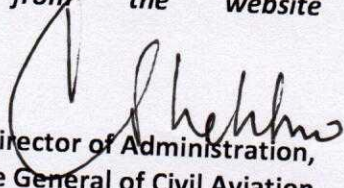
To,

Subject: - e-Tender for procurement of investigation toolkits

Critical Dates and Information		
S. No.	Description	Dates
1	Notice Inviting Tender Start Date	21/12/2018, 4:00 PM
2	Document Download Start Date and Time	21/12/2018, 4:00 PM
3	Pre-bid conference Date and Time	26/12/18 at 11:30Hrs
4	Pre-bid conference Place	AED, Meeting Room, DGCA
5	Bid Submission Start Date and Time	01.01.2019, 12:00PM
6	Bid Submission End Date and Time	11.01.2019, 6:00PM
7	Tender (Technical Bid) Opening Date and Time	14.01.2019, 2:30PM
8	Purchaser of Services	Directorate General of Civil Aviation
9	EMD money	Rs.2,00,000 /-
10	EMD money Instrument	Refer clause 7.5 "EMD Money"

Note:-

1. E-Tender are invited under two bid systems i.e. Technical and Financial Bid for procurement of Stereo Digital Microscope in the office of Director General of Civil Aviation, 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 Administration,
For Directorate General of Civil Aviation

(I) **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders may refer to the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (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 opener's 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 Stereo Digital Microscope with EDX 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 two 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 procedure in this respect.
- 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 /Partnership /Consortium and Memorandum of Association in case of company.
 - 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/company; in case of company a duly authorized representative by Board of Directors.
 - 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. The Director of company must submit DIN/similar relevant document.
- 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:-

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 procurement of Stereo Digital Microscope. 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
- (f) Draft Agreement & Undertaking

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.2,00,000/- (Rupees Two Lac only) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in favor of **PAO, DGCA, MCA** payable at **NEW DELHI** along with the Tender document. The EMD

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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.
- 7.3.3. The price to be quoted is without taxes.

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:-

The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of Rs.2,00,000/-(Rupees two Lac only) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks 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.

- 7.5.1. Any bid not accompanied by EMD money shall be rejected.
- 7.5.2. EMD money so deposited shall not carry any interest.
- 7.5.3. EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.
- 7.5.4. EMD money of the successful bidder shall be returned on receipt of **Performance Security** in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks of an amount **which is equivalent to 5% of the total awarded contract value** in the favor of "**PAO, DGCA, MCA** payable at **NEW DELHI**". The Performance security shall remain valid for 5 years.
- 7.5.5. Successful bidder is solely responsible to furnish the proof of performance security in the form of bank of demand draft an amount **which is equivalent to 5% 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.
- 7.5.6. 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 60 days from the

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opening of the bids.

7.5.7. 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.

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

7.5.9. 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 two packets only :-

1) 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, Service Tax/GST Registration Number, and 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 for each FY mentioned.

- 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 & 4.
- f. Signed and scanned copy of Sales Tax/VAT/TIN registration certificate.
- g. Technical specifications of the item to be procured must adhere to the requirements as specified in Part-IV of this tender documents (Page-16).

II) Financial Bid

1) Price Bid

7.8. Item-wise rates as per the Annexure-2.

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

8. Late and Delayed Tenders:-

8.1. Bids must be submitted in the portal of central public procurement portal well before the last date of submission of bid. DGCA may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of DGCA and the Bidder will be the same.

8.2. Any error occurred at the time of submission of the bids, as stipulated above, shall not be the responsibility of DGCA and any incomplete bid in any form will summarily be rejected.

9. BID OPENING AND EVALUATION:-

9.1. BID OPENING

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

9.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

9.1.3. Conditional bids will also be summarily rejected.

9.2. RIGHT TO ACCEPT/REJECT BIDS:-

9.2.1. Normally, the tender will be awarded to the lowest bidder. However, DGCA is not bound to follow this in any situation whatsoever. Also, DGCA is not bound to accept the lowest or any bid and may terminate the complete 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.

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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 15 days from receipt of award letter in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks of an amount **which is equivalent to 5% of the total awarded contract value** in the favor of "**PAO, DGCA, MCA** payable at **NEW DELHI**". The Performance Security shall remain valid for 5 years and shall be returned only after successful completion of the contract after 5 years. To be retained up to 60 days after the completion of the contract.

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.

12. Confidentialities /Non-Disclosure Agreement

Bidder shall have to sign a non-disclosure agreement as per the format attached as Annexure-5.

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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 successful bidder to whom letter of award of contract is given shall give unequivocal acceptance within 7 days of receipt of the same.
2. **SECURITY DEPOSIT/Performance:-** 5% of the total awarded contract value in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks favouring **PAO, DGCA, MCA** payable at **New Delhi** to be given by successful bidder for **5 years** in the form bank guarantee 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 form of Bank Draft / bank guarantee shall have to remain valid.
3. **DELIVERY:-** The delivery of the fully serviceable NIL damage products mentioned in this tender document will be the obligation of the Supplier with in delivery period of **40 days** 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, 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 successful bidder to the DGCA as the case may be, the inspection of each and every product/item will be carried out to the satisfaction of the concerned DGCA representative present at the time of inspection.
5. **INSTALLATION:** - It is the sole responsibility of the supplier before installation of new equipment, removal of used equipment is mandatory. After successfully installation of new equipment in DGCA head Qtr. the supplier will demonstrate about new equipment and about serviceability at the site.
6. **WARRANTY:** - Minimum 05 yrs. warranty with all consumables on the product shall be provided by the supplier. The Supplier shall facilitate the replacement of the items in case of breakdown of the same during the warranty period.
7. **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 at the cost of the supplier. The DGCA shall not bear any cost of such demonstration/product familiarization in any case.
8. **NOTICE PERIOD, PENALTY AND TERMINATION:** - If the supplier fails to deliver the items within the specified delivery period of 40 days from the date of issue of purchase order/ work order, a penalty @ 0.25% per day after the expiry of the delivery period (40days) will be levied for a maximum of 15 days. After the expiry of such 15 days (delay period), penalty @ 0.50% per day will be levied for the next 15 days of the contract value. Performance Security (if any) will be forfeited after the expiry of such period (15+15) days (including delay period) and then 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 (15+15 days).

- 9. REJECTION:-** Substitution, changes or delays shall not be accepted unless confirmed by DGCA. Rejected materials, if any, shall have to be collected from department within Two week after receipt of intimation from DGCA failing which the materials shall be deemed as unclaimed property and no claim shall be entertained by DGCA. But prior to taking back the rejected materials, free replacement shall have to be provided by the vendor.
- 10. RISK PURCHASE:** - In the event of Firm's/Supplier's failure to supply the goods 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 30 days of receipt of debit note of department, failing which legal action may be taken.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. SALES TAX/IMPORT DUTY/CUSTOM ETC.:-** Full Sales Tax/GST/Import duty 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" Sales Tax / VAT/GST Registration No. shall have to be mentioned in the tender. ITCC and STCC / VAT Clearance certificate shall have to be furnished along with the tender.
- 16. VALIDITY:** - The tender shall have to remain valid for a period not less than 60 days from the date of opening of tender. (Technical Bid)
- 17. 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.
- 18. 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.

19. OTHER CONDITIONS: - EMD can be accepted in the form of Account payee DD (Demand Draft), Fixed Deposit Receipt, Banker's cheques, bank Guarantee from any commercial Bank in acceptable form. Performance bank guarantee (PBG) i.e. **5% amount of the total awarded contract value to be submitted by the successful bidder for 5yrs** and shall be retained upto 60 days after the completion of the contract.

20. EVENT OF DEFAULT: - Performance Bank guarantee will be forfeited in the event of following default by the service provider/successful bidder:-

- a) Non supply of genuine spares
- b) Non provision of service.
- c) Delay in fault rectification.
- d) Non-completion of contract.
- e) Unsatisfactory fault rectification
- f) Any other deficiency of service.

21. The Payment to the successful bidder can be made through Letter of Credit (L.C.) after commissioning and successful working of SEM after 30 days.

CR

(IV) ITEMS TO BE PROCURED

S. No.	ITEMS	SPECIFICATION	QUAN TITY
1.	Stereo Digital Microscope	1.Magnification from 10X to 300X 2.Illumination should be LED 3. Camera should be not less than 15 Megapixels 4.Tilting of table should be minimum +30 degree 5.Power input should be as per Indian Standard 6. Automatic/motorised focusing 7. Alternate output on LCD monitor min.24" with touch screen option. 8. Separate Fibre optics flexible light min. (100 watt Halogen). 9. stage size should be not less than 100X100 10. Extended focus image,3D image capture at high magnification.	01Set
	Manufacturer Warrantee with all consumables.	5Yrs	
	Training	Training for two persons from DGCA. The total expenditure of training shall be borne by company/dealer.	

CR

**DIRECTOR GENERAL OF CIVIL AVIATION
TECHNICAL BID**

Annexure-1

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	Sales tax/VAT/ TIN registration number with copy of certificate attached	
11	Service Tax/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 Rs.) with proofs attached along with Annual Turnover and audited balance sheet for each FY mentioned.	
14	Experience certificate of any two contracts for central/state government/ PSU/autonomous bodies proofs enclosed, as per clause 2.1	
15	Annexure-1 & 4	

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.

Continued.....

CS

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



Financial Bid

Annexure- 2

S. No.	Item	Qty.	Amount.
1.	Stereo Digital Microscope (As per Item specifications) with 5Yrs Warrantee.	01 Assy.	

Above amount should be excluding of taxes.

Place: _____

Date: _____

Signature of Authorized signatory

Name:

SEAL:



Directorate General of Civil Aviation

DRAFT 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 Supplier/contractor) through Shri
 _____, authorized representative (hereinafter called "the supplier/
 contractor" which expression shall, unless excluded by or repugnant to the context, be
 deemed to include his successors, heirs, executors, Name of the Officer _____ part
 administrators, representatives and assigns) of the other Stamp/Seal of the Employer
 for supply of Stereo Digital installed at Failure
 Investigation Laboratory in DGCA Hqrs, New Delhi. By the said

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 procurement of Stereo Digital Microscope in DGCA Hqrs, New Delhi;
 - b. Tender document supply of Stereo Digital Microscope with EDX along with UPS in DGCA Hqrs, New Delhi;
 - c. Award of contract;
 - d. Terms and Conditions;
 - e. Addendums, Corrigendum if any; and
 - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Supplier/Contractor as hereinafter mentioned, the Supplier/Contractor hereby covenants with the Department to execute work mentioned in tender document for Installation of Stereo Digital Microscope.



Installed at DGCA Hqrs, New Delhi w.e.f _____ as per the provisions of this Agreement and the tender document.

4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____
(_____ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.
6. Terms and conditions of the contract may be amended/modified with the consent of both the parties, such amendment shall form the part of this 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

Name of the official
Stamp/Seal of the Supplier/Contractor

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

Witness _____

Name _____

Address _____

Telephone No: _____

For and on behalf of the DGCA

Signature of the authorized Officer
_____ Name

on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

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 ___/___/2018.

Place:

Signature of the Tenderer

Name of the Signatory

Date: ___/___/2018

Name of the Firm/agency

Seal of the Firm/Agency

19

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into on this ____ day of _____, 2018

BETWEEN

DGCA, having its Office at _____ (hereinafter referred to as '**DGCA**') which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, permitted assigns of the **ONE PART**;

AND

_____, a company/Firm/LL.P./Agency incorporated and registered under the provisions of the _____ Act, having its registered office at _____ (hereinafter referred to as '**Agency**') which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors, permitted assigns and affiliates of the **OTHER PART**.

The '**DGCA**' and the '**Agency**' are hereinafter collectively referred to as '**Parties**' & individually as '**Party**'.

WHEREAS:

DGCA and Agency are in the process of procurement of Stereo Digital Microscope for the DGCA.

It is anticipated that during the process described above, and during the performance of the definite services contract, if any, executed between the parties it may be necessary for the parties to exchange certain confidential and proprietary information in written, oral and/or physical/sample form (hereinafter collectively referred to as "**Confidential Information**").

DGCA and Agency are executing this Agreement to specify the terms and conditions in respect of the use of the Confidential Information disclosed by the Parties to each other in their negotiations with each other to establish a business relationship.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

- 1. Confidential Information:** Confidential Information shall mean any information disclosed by ONE PARTY (hereinafter "The Disclosing Party") to the OTHER PARTY (hereinafter "The Receiving Party"), either directly or indirectly, in writing, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential Information shall include, without limitation, any materials, trade secrets, know-how, formulae, processes, algorithms, ideas strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public

information, material or data relating to the current and /or future business and operations of the Agency and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party based on information disclosed by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party. In order to treat any information as Confidential Information, the Disclosing Party, when sharing of such information in paper or electronic form, shall clearly mark such information as confidential. When Confidential Information is shared orally, it shall be reduced in writing (in paper or electronic form) within one week of sharing of information, and shall be clearly marked as confidential. Unless any information shared by Disclosing Party is marked as confidential in the said manner, it shall not be treated as Confidential Information for the purpose of this Agreement.

2. Upon receiving the Confidential Information, the Receiving Party shall keep in confidence and shall not disclose to any person or entity:
 - a. Any of the Confidential Information disclosed by the Disclosing Party;
 - b. the discussions that are taking place between the parties concerning the Procurement of Stereo Digital Microscope for DGCA, nor the status, terms, conditions or other facts concerning such discussions;
 - c. The identities of any of the parties by name or by any identifiable description in connection with the parties' participation in the Contract.

Except as otherwise provided by the terms and conditions of this Agreement, the Receiving Party shall exercise the same degree of care to guard against disclosure or use of such information, as Receiving Party employs with respect to its own Confidential Information, but in any event, not less than reasonable care. The Receiving Party shall make the Confidential Information disclosed by the Disclosing Party available only to those of its employees, officers, directors, agents, advisors or any persons employed by the Receiving Party and/or involved in the project having a "need to know" in order to carry out the purposes of this Agreement ("Authorized Person(s)").

Further, the Receiving Party shall not make any other use of the Confidential Information for its own benefit or that of any third party except for the purposes of this project nor make unnecessary copies of the same without the prior written approval of the Disclosing Party.

3. The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same:
 - a. Is in or enters the public domain, other than by breach of this Agreement; or
 - b. Is known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to this Agreement; or
 - c. Is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or



- d. Is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or order of a relevant court of law provided that the Receiving Party will provide the Disclosing Party with prompt written notice of such request (the "**Disclosing Notice**") containing (i) details of the person requiring such disclosure, (ii) the contents/nature of information required to be disclosed, and (iii) the cause and time period within which the disclosure is required to be made.
4. Each party shall ensure that each of its Authorised Person(s) to whom Confidential Information is disclosed strictly comply with the terms of this Agreement as if he was a party thereto, and shall take all steps available to it to enforce such obligations of confidentiality.

Without prejudice to the generality of other clauses in this agreement, Parties unconditionally and irrevocably undertake not to:

- a. Attempt to solicit or entice away from the other Party or any of its Associates and ensure that none of its Associates or Authorised Person(s) shall solicit or entice away from the other Party or any of its Associates, any director, officer, agent or employee(s) presently in the employment of the other Party or any of its Associates (whether or not such person knows of any of the Confidential Information) without the other Party's prior written consent.
- b. In connection with its appraisal of the Confidential Information as provided herein or otherwise, make contact, directly or indirectly, whether by itself or through its Associates and/or Associated Person (s), with any customer, supplier, or with any other person connected with the other Party or any of its Associates without the other Party's prior written consent.
5. The rights, powers and remedies provided in this Agreement is cumulative and do not exclude the rights or remedies provided at law and in equity independently of this Agreement.
6. The Parties agree and acknowledge that money damages are not a sufficient remedy for any breach of this Agreement by the breaching Party and that the non – breaching Party shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.
7. This Agreement shall be effective from the date hereof and shall be valid for a period of (to be mutually decided by the parties). During the term of this Agreement, either party shall be entitled to terminate this Agreement upon giving the other party _____ (___) day's prior written notice. The obligation to maintain the confidentiality

of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall survive for _____ years from the expiry or termination of this Agreement.

8. The Disclosing Party does not warrant that the Confidential Information it is disclosing hereunder will meet the requirements of the Receiving Party or that such Confidential Information, when combined with other information or when used in a particular manner by the Receiving Party, will be sufficient or suitable for the Receiving Party's purposes. The Disclosing Party neither assumes any responsibility or liability nor makes any representation or warranty whatsoever under this Agreement for any consequences of the use of the Confidential Information by the Receiving Party or its Authorised Person(s) or for its accuracy, completeness or sufficiency thereof. Accordingly, the Disclosing Party shall not have any liability or responsibility whatsoever for any errors or omissions in or any decision made by the Receiving Party in reliance on the Confidential Information. This Agreement shall create no obligation whatsoever on the Disclosing Party to disclose any particular kind or quantity of information to the Receiving Party.
9. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party will not develop for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Either Party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know how or techniques contained therein.

Neither Party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

Notwithstanding what is contained herein, the Receiving Party shall not reverse – engineer, decompile, or disassemble any Confidential Information declared in computer readable or electronic form.

10. This Agreement is not intended to constitute, create, give effect to, or otherwise recognise a joint venture, partnership or formal business entity of any kind. Any exchange

of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Each party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other.

11. Nothing contained in this Agreement shall be deemed to grant, whether directly or by implication, any right, (whether by licence or otherwise), under any patent(s), patent applications, copyrights or other intellectual property rights with respect to any Confidential Information, except the limited right to use and review the Confidential Information as necessary to explore and carry out the proposed purpose between the Parties. It is however agreed and understood between the Parties that the Receiving Party shall not be liable for any claim or liabilities whatsoever if any made by a third Party claiming or alleging breach of any intellectual property rights by the Receiving Party in connection with the use of Confidential Information by the Receiving Party under this Agreement.

12. This Agreement contains the entire understanding between the parties with respect to the safeguarding of the said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of all the parties.

13. This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of India.

14. This Agreement may be amended or modified only with the mutual written consent of the Parties.

15. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by either party save and except prior written permission of the other party.

16. If any dispute, difference, claim or question arises between the parties hereto in any matter touching these presents or any claim or thing herein contained or as to any matter or in any way connected with or arising out of these presents or the operation thereof or the rights, duties or liabilities of either party thereof in connection with these presents, the parties hereto shall endeavor their best to settle the said disputes or differences amicably between themselves by negotiations at the highest levels of management of both parties, failing which the dispute shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at New Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English. The decision of the arbitrator shall be final and binding upon both



the parties. All arbitral awards shall be in writing and shall state the reasons therefore. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties.

17. Subject to the arbitration clause herein contained, all disputes between the parties pertaining to this agreement shall be subject to the jurisdiction of the competent Courts at Delhi only.

18. If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision, which shall be in full force and effect.

19. No breach of any provision of this Agreement can be waived unless done so in writing, executed by the waiving party. The waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any provision of this Agreement.

20. In the event of a change in law or regulations which affect any of the parties' obligations under this Agreement, the parties will co-operate in good faith to agree any necessary amendment(s) or variation(s) in the Agreement.

21. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, one business days following delivery upon confirmation of transmission by the sender's electronic mail device or seven business days following mailing by registered or certified mail (return receipt requested postage prepaid).

For DGCA	For _____ (Agency)
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IN WITNESS WHEREOF THE PARTIES AFORESAID HAVE SIGNED THIS AGREEMENT ON THE DATE AFOREMENTIONED IN THE PRESENCE OF THE UNDERNAMED WITNESSES.

For and on behalf of
DGCA

By: _____

For and on behalf of
_____ (Agency)

By: _____

Title: _____

Witness:

Title: _____

Witness:

