



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

**DELHI AVIATION FUEL FACILITY PRIVATE LIMITED
AVIATION FUELLING STATION
SHAHBHAD MOHAMMADPUR
IGI AIRPORT
NEW DELHI-110061**



TENDER NO: DAFFPL/MOD/FF/2017-18/07

**INVITING TENDER FOR
Providing Architectural and Engineering Consultancy Services for
construction of new Administrative Building (Green Building)**

PRE BID MEETING DATE & TIME: 1430 Hrs. IST on 06th July, 2017

BID DUE DATE & TIME: 1500 Hrs. IST on 20th July, 2017

OPENING OF TECHNICAL BIDS: 1100 Hrs. IST on 21st July, 2017



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TENDER NOTICE DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

INVITING TENDER FOR PROVIDING ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR CONSTRUCTION OF NEW ADMINISTRATIVE BUILDING (GREEN BUILDING)

TENDER NO: DAFFPL/MOD/FF/2017-18/07

Delhi Aviation Fuel Facility Private Limited (DAFFPL) is a Joint Venture comprising Indian Oil Corporation Ltd. (IOCL), Bharat Petroleum Corporation Ltd. (BPCL), and Delhi International Airport (P.) Ltd. (DIAL). DAFFPL provides the infrastructure aimed at ensuring an uninterrupted flow of Aviation Turbine Fuel (ATF) to all type of aircrafts at the Indira Gandhi International Airport, New Delhi (IGI Airport) as per international benchmarking.

DAFFPL invites sealed bids under single stage two bid system from eligible Architect Firm / Consultants for providing Architectural and Engineering Consultancy Services.

Brief Scope of work:

DAFFPL intend to construct a new administrative building in our facility located at Shahbad Mohammadpur. Scope includes "Providing Architectural and Engineering Consultancy Services for construction of Building" (Green Building).

Tender document can be purchased from our office located at Shahabad Mohammadpur at a cost of Rs 1000/- and also can be downloaded from our website www.daffpl.in

- A bidder who downloads the document from website has to submit a separate DD for an amount of Rs.1000/- along with the EMD document.
- Bidders who purchase the document from our office have to submit a DD for an amount of Rs.1000/- at the time of purchase.

The bid documents are to be submitted in Physical form in the Tender Box kept at the office of the **Delhi Aviation Fuel Facility Private Limited (DAFFPL)** at Shahabad Mohammadpur, New Delhi-110061, India.

Office Working Days & Time

Monday to Friday – 09:30 AM to 18:00 PM
Saturday – 09:30 AM to 13:30 PM

Chief Executive Officer

DAFFPL, New Delhi
8826120066



1. Scope of Work:

DAFFPL would furnish the requirements and area schedule for various functions to the Architect firms /Consultant, the Architect firms/Consultant shall, there upon, render the following services and deemed to be included in their quoted price unless mentioned otherwise:

I. Preliminary Stage

A. Preliminary Concept Report:

- a. Furnish a site evaluation and analysis report with basic approach to Circulation, activity, distribution and interaction and external linkage.
- b. Conduct the topographical survey/contouring / Soil Investigation, all field investigation, collection of required data from the town, from Local bodies/ Govt. agencies, Sample collection and their testing and Record of levels/level chart etc. The topographical survey should include the existing structures including service line and facilities available like water supply, electricity and approach road etc.
- c. Report on Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services to be identified.
- d. To determining the utilization of building roofs and empty area for the installation of solar panels to generate electricity for the building.
- e. Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, preliminary sketch and design with drawing, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firms/Consultant should submit the design and modify it if considered necessary by the DAFFPL. Site inspections for finalization of above details shall be conducted by the Architect firms/Consultant.
- f. Prepare plinth area rate estimate as per CPWD norms. The estimate shall also include the non-PAR items on prevailing market rate along with justification, specification.
- g. Obtain the approval of the DAFFPL and supply 03 copies of approved site plan (Layout Plan).
- h. Preparation & submission of models (in the desired scale) and perspective views of the complete scheme as per requirement of DAFFPL.
- i. The consultant shall prepare and give presentations on the schemes as and when required by DAFFPL and shall incorporate the changes desired by DAFFPL without any extra cost.



B. Preliminary Planning:

- a. Preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, HVAC (Heating, Ventilation and Air-conditioning) Fire Alarm & Firefighting appliances acoustics, telephone conduit, street/compound lighting landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such subhead. The scope of work shall be as defined above; however, the DAFFPL reserves the right to exclude any of the above services from the scope of the Consultants' work.
- b. Prepare the DPR covering the following:
 - i. Detailed Architectural, structural, & flowchart drawings.
 - ii. The Structural design details shall be got proof checked by Consultant, if so ordered by Local Municipal Corporation Authorities/State/DAFFPL/Central Govt. from any of the IITs/NITs/Institution, approved by DAFFPL. The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority and re-submit the design and drawing. Fees of proof checking institution/agency shall be reimbursed on actual basis by DAFFPL.
 - iii. Detailed specifications of each work.
 - iv. Bills of quantities duly priced along with takeoff sheets. All estimates shall be prepared on the basis of CPWD norms wherever applicable and on the basis of market rate analysis where CPWD schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in schedule of rates shall have to be submitted.
 - v. The consultant shall supply two copies of the same with the preliminary drawings to the DAFFPL.
- c. Submit market rate analysis for Non Schedule Items supported with Quotations.
- d. Submit the proposal to local body complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- e. Obtain the approval of layout plan & drawing from the competent authority statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to the DAFFPL.



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- f. While preparing the BOQ the consultant shall incorporate eco-friendly building materials like fly ash bricks, low VOC paints, energy efficient equipment's & fixtures etc as per prevailing government rules.
- g. To prepare & submit required set of Tender Documents, Tender Drawings, BOQ, Estimates, Specifications etc.
- h. Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- i. Detailed Structural Drawings/Design Calculations for all the components of the scheme.
- j. Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the concerned authorities.
- k. Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- l. Any other drawings/information/details required for completion and execution of work but not mentioned above.
- m. The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt/ Authorities/DAFFPL/ State/Central Govt. and shall take their concurrence on all the observations.
- n. If any new component is to be added to the scheme, the consultant shall collect all the data, shall get done all the surveys/investigations/tests required for the planning/designing of additional component and nothing extra shall be payable on this account.
- o. Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with DAFFPL/local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. Authorities/State/DAFFPL/Central Govt. or any other agency, as and when required.

II. Working Drawing Stage: Preparation of detailed working drawings with details incorporating services and schedule of quantities. This will include:

- a) Preparation of working and detailed architectural and structural drawings and detailed estimate as per the latest rates of CPWD for civil work, electrical works and CPWD specifications for civil works, General specifications for electrical works Part I (Internal), Part II (External) , Part III (Lifts and escalators) , Part IV(Substation), Part V (Wet riser and sprinklers system) , Part VI (HVAC works), Part VII (DG sets) and other CPWD specifications for services like substation, Air conditioning etc. for all items of the above work, including internal and external utility services, along with details of quantities (Bill of quantities), supporting calculations and details of



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structural design for whole of the work or in part of to facilitate call of tender in stages by the DAFFPL.

For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.

- b)** To prepare & submit good for construction drawings & visit the sites of work regularly as per requirement of Local bodies Authorities / DAFFPL / State / Central Govt. to solve the problems of site & issue necessary clarifications/details of the Project.
- c)** Analysis of rates for Schedule and non-schedule items on current market rates of materials, labour and POL.
- d)** Obtaining approval of local authorities, if any, and make changes required by them
- e)** Preparation & submission of adequate no. of the Tender Documents/Tender Drawings comprising BOQ/Estimates, particular specifications etc. as required by DAFFPL.
- f)** Preparation & submission of adequate no. of Detailed Designs calculations/BOQ/good for construction drawings for all the components of the schemes as per requirement of DAFFPL. The structural design shall have to be done on staad-pro software (latest version).
- g)** Preparation & submission of Detailed Engineering Drawings, Detailed specifications & list of makes for all the equipment's to be installed at site.

III. Construction Stage:

- a)** Supply to the DAFFPL three copies of the detailed working drawings, specification's, Bill of quantities and detailed estimates etc. free of charge for use during execution of work.
- b)** Supply to the DAFFPL such further drawings, specifications or details which may be required for proper execution of work.
- c)** Obtaining approval from any statutory body/local Govt. Body like Pollution Control Board, etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- d)** Obtain DAFFPL's approval for any material deviation in design, cost, working drawings, schedule and specifications from the approved scheme.
- e)** Carrying out all modifications /deletions /additions / alterations /in design/drawing/documents as required by Local bodies Authorities /State / DAFFPL /Central Govt. or any other authorities as applicable for proper execution of works at site till completion and handing over of the project to the client.
- f)** Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.



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- g)** Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account. After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of DAFFPL.

IV. Completion Stage:

- a)** Obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to the DAFFPL. For this purpose any assistance required from the DAFFPL will be extended to the consultant. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by the DAFFPL.
- b)** Prepare completion drawings; including 1:100 scale plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to the DAFFPL and also hand over the original of the completion drawings to the DAFFPL. The changes, if any during the execution of work will be intimated by the DAFFPL to the consultants for preparation of above drawings.
- c)** Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to DAFFPL and Clients/local bodies/or any other authorities applicable including getting completion certificate from concerned authorities, if required.
- d)** Assist the DAFFPL in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultant's role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.
- e)** Obtaining Green Building Certification.

V. Defect Liability Stage:

- a)** Defect Liability Period is 02 Years
- b)** The Defects Liability Period for this Project shall be reckoned from the date of issue of taking Over Certificate or completion certificate by the



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Client/Statutory Bodies whichever is later. The consultant shall visit the site and provide all the drawings/details for rectification of defects, if any.

2. Minimum Eligibility Criteria:

The interested Architect Firm / Consultants should meet the following minimum qualifying criteria:

➤ Work Experience:

I. Experience of having successfully completed similar works during the last 05 years ending last day of the month previous to the one in which Tenders are invited:

a) **Three completed similar works of total value not less than 20.0 Lakh**

Or

b) **Two completed similar works of total value not less than 25.0 lakh**

Or

c) **One completed similar works of value not less than 40.0 lakh**

“Similar works for Building works” shall mean “RCC Framed Structure Residential / Non-Residential Buildings of any no. of storeys”

II. The past experience in similar nature of work should be supported by certificates issued by an officer not below the rank of executive engineer. In case the work experience is of private sector the completion certificate shall be supported with copies of Letter of Award and copies of corresponding TDS certificates. Value of work will be considered equivalent to the amount of TDS Certificates (Form 16A).

III. Certificates of Subsidiary / Group Companies:

The companies / firms, who intend to get qualified on the basis of experience of the subsidiary / parental company / group company, shall not be considered and vice versa. In case of a company / firm, formed after merger and/or acquisition of other companies / firms, past experience and other antecedents of the merged / acquired companies / firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the



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requisite assets and resources of the merged / acquired companies / firms relevant to the claimed experience.

➤ **Financial Strength:**

The average annual financial turnover for last 3 years shall be 25 Lakhs. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal / Signature and registration number.

The Architect Firm / Consultants are required to submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for last five years.

3. **Site Restriction:** The job has to be done in licensed area which is inside the premises of DAFFPL Fuel Facility. Successful bidder will have to follow all the security norms and procedures for entry and exit to the facility. The job timings will have to change as per the permissions obtained from Operation Dept. All the entry procedures for labours / machinery / raw materials as per the rules of the DAFFPL will have to be followed by the vendor. Architect Firm / Consultant shall visit the site and ensure familiarity with the working condition / limitation at the site. The contractor may have to follow the timings of the facility and have to work under restricted conditions. The normal working hours of plant is 0930 Hrs to 1800 Hrs on Monday to Saturday except holidays. Working beyond above normal working hours / holidays/ Sundays are to be with prior permission of Engineer in charge and relevant facility officers. Architect Firm / Consultant is required to plan his work within the normal working hours and days and accordingly he has to mobilize the resources to complete the job within the scheduled time. The Architect Firm / Consultant and his personnel have to obey all rules and regulations of the plant. Trained and experienced supervisor/ engineer are required to be present at the work spot always.

All hot work like welding, cutting, grinding etc. needs to be done in the closed booth of asbestos cloth. No extra claim on account of the same will be considered. Also the shutdown jobs may get delayed due to operational requirement. Any extra claims on account of the same will not be entertained. Architect Firm / Consultant to note that DAFFPL will not provide water or electricity for construction; vendor has to arrange the same at his risk and cost.

The tenderer must visit the site of the tender and familiarize himself with location, operating / working conditions as well as any other local factors which could influence the working before quoting for the job. His quote should take care of any such restrictions; conditions etc and any claim afterwards will not be entertained. **It is suggested that the Tenderer must visit the site in order to have a better idea of site conditions and factors.**



4. The work is required to be done in a working/operating location, the Architect Firm / Consultant has to get necessary Hot/cold work permits from the concerned officer in plant as per OISD standards and all workmen should be provided with necessary safety helmet, safety belts, safety shoes and other standard safety equipment's. Any delay on account of non-adherence to safety norms, rules and regulations of plant as well as obtaining work permits from the plant shall not be accounted for the delay in completion of job.
5. **Receipt & storage of material at Site:** Architect Firm / Consultant is required to make his own arrangement for unloading and storage of materials at site. Architect Firm / Consultant is required to inform us prior to dispatch of materials and his representative required to be available for receipt and unloading of materials at site.
6. The intending Architect Firm / Consultant must read the terms and conditions of this document carefully. He should only submit his bid if eligible and in possession of all the documents required.
7. Notwithstanding anything stated above, DAFFPL reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of DAFFPL.
8. A Pre-bid meeting is scheduled for **06th July, 2017 @ 14:30 Hrs IST** at the office of DAFFPL, New Delhi. All prospective bidders can participate in the same. Any clarification with regard to tender shall be sorted out during the pre-bid meeting.
 - The purpose of the pre-bid meeting is to clarify any doubts of the Architect Firm / Consultant on the interpretation of the provisions of tender.
 - Architect Firm / Consultant (s) are requested to submit their queries, mentioning form name, clause no. & clause, by a letter / e-mail to our office as per schedule in order to have fruitful discussions during the meeting.
 - All the Architect Firm / Consultant (s) are requested to attend the pre-bid meeting to be held at DAFFPL Office as per schedule.
9. The tenderer(s) if required, may submit queries, if any, through E-Mail and in writing to the tenderer inviting authority to seek clarifications within 07 days from the date of uploading of tender on website. DAFFPL will reply only those queries which are essentially required for submission of bids. DAFFPL will not reply the queries which are not considered fit like replies of which can be implied / found in the tender document or which are not relevant or in contravention to tender document, queries received after 07 days from the date of uploading of tender on website, extension of time for opening of technical bids, etc. Technical bids are to be opened on the scheduled dates. Requests for extension of opening technical bids will not be entertained.



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10. Further, queries regarding Design concept presentation also will not be entertained after 07 days from the date of uploading of tender on website. Architect Firm / Consultants have to give design concept presentation on the basis of the available data and after collecting information regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the Architect Firm / Consultants with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of Architect Firm / Consultants about subject matter and the project in particular.
11. DAFFPL reserves the right to reject any or cancel/withdraw the invitation for bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.
12. DAFFPL reserves their right to negotiate the quoted prices with lowest Architect Firm / Consultant.
13. The vendors who are on IOCL/BPCL/DIAL holiday list or delisted will not be considered.
14. Architect Firm / Consultants in their own interest shall ensure that they submit their bid, complete in all respects, well within the specified bid due date and time. No relaxation shall be given for delay due to any unforeseen event in submission of bid.
15. Declaration with the bid qualification criteria that Architect Firm / Consultants has not been banned or delisted by any Government or quasi Government agencies or Public Sector Undertaking (PSU) as per declaration format (provided as annexure) of the tender document should be submitted along with the bid.
16. Bids shall be kept valid for 4 months from the bid due date. A bid valid for a shorter period shall be considered as non-responsive and rejected by the Owner. Notwithstanding above, the Owner may solicit the Architect Firm / Consultants consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. The EMD (bid security) shall also be accordingly extended.
17. Telex/ Telegraphic/ Telefax / E-mail offers will not be considered and shall be rejected.
18. DAFFPL has developed the Vigil Mechanism to deal with references/ grievances, if any, that is received from Architect Firm / Consultants who participated / intends to participate in the tender. The details of the same are available on our website www.daffpl.in



19. **Earnest Money Deposit (EMD) (also referred to as Bid Security):** Architect Firm / Consultants shall be required to submit the Earnest Money Deposit (EMD), either in the form of Bank guarantee as per format (provided as Annexure) or PAY ORDER or BANK DRAFT (in favour of Delhi Aviation Fuel Facility Private Limited, payable at New Delhi) at our office. The EMD in either form has to be submitted on or before the due date & due time of bid submission of this tender with a covering note mentioning the tender no.
- a. The Architect Firm / Consultants not submitting EMD by due time & date shall be rejected & their bids shall not be evaluated further.
 - b. **The EMD amount shall be Rs. 100,000.00/-**
 - c. The EMD may be forfeited:
 - i. If Architect firm/consultant withdraws the bid after bid opening during the period of validity;
 - ii. If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.
 - iii. Upon non acceptance of LOI / WO. If any when placed.
 - iv. In the case of a successful Architect firm/consultant; if the Architect firm/consultant fails to sign the Agreement with in the 30 days from the date of issue of LOI/WO or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
20. List of documents to be submitted within the period of bid submission:
- a. Demand Draft / Pay Order or Banker's Cheque / Bank Guarantee of any Nationalized / Scheduled Bank against EMD.
 - b. Corrigendum / Addendum / Other documents. If any
 - c. Power of Attorney of the person for signing / submitting the tender.
21. The Architect Firm / Consultants are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents submitted. Bids with incomplete / Ambiguous information will be rejected.
22. Design Concept Presentation will be held after opening of Technical Bids. Only those Architect Firm / Consultants who qualify for stage-II will be informed through E-Mail or otherwise for Design Concept Presentation 07 days prior to the date of DCP.
23. The date of opening of financial bid shall be informed to the tenderer by E-Mail.
24. Owner reserves the right to accept / reject any or all bid qualification documents at their sole discretion without assigning any reason whatsoever.



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25. At any time prior to the bid due date, we may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid document. The amendment will be notified through our portal www.daffpl.in to all prospective bidders and will be binding on them. In order to afford prospective bidder, reasonable time in which to take the amendment into account in preparing their bids, we may, at our discretion, extend the bid due date.
26. DAFFPL will provide the inputs to the Architect firm / Consultants, if available. However, DAFFPL does not assume any responsibility for any loss or financial damages on account of use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after award of work.
27. Architect firm / consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. DAFFPL / Client is not bound to accept any proposal, and reserves the right to annual the selection process at any time prior to contract award, without thereby incurring any liability to the Architect firm / consultants.
28. DAFFPL policy requires that Architect firm / consultants provide professional, objective, and impartial advice and at all times hold DAFFPL's interests paramount, strictly avoid conflicts with assignments or their own corporate interests and act without any consideration for future work.
29. DAFFPL requires that the Architect firm / consultants participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.
30. Association of Sub-Consultants:
The Architect firm / consultant may associate with sub consultants(s) for specialized works such as HVAC, Lift, Fire Fighting, Landscape etc. Prior approval from DAFFPL is required before associating with sub consultant.
31. Any request for clarification must be sent in writing, or by standard electronic means to DAFFPL's address. DAFFPL will respond by standard electronic means and will send the response to all Architect firm / consultants.
32. At any time before the submission of tender, DAFFPL may modify / amend the bid document and extend the last date of submission / opening of the tender by issuing a corrigendum / addendum.
33. **GOVERNING LAWS:** The laws of Union of India shall govern all matters concerning the tender. Any issue arising related to the tender or the selection process shall be



adjudged by the courts in Delhi alone.

34. SEALING & MARKING OF BIDS

- A. Bids shall be submitted separately in THREE SECTIONS in sealed envelopes superscribed with the Bid Document number, bid due date and time, item and nature of bid as under:
- **SECTION - I (Envelope No. 1): Bid Security / EMD:**
Bid security in accordance with tender document.
 - **SECTION - II (Envelope No. 2): Technical Bid:**
 - a. Information and documentary evidence establishing Architect Firm / Consultant's claim for meeting qualification criteria as stipulated in IFB. This section/envelope should necessarily contain all the required back-up documents for Bid Qualification.
 - b. Technical bid complete with all technical and commercial details, covering letter and un-priced copy of price Schedule with prices substituted with 'QUOTED' or 'NOT QUOTED' or 'NOT APPLICABLE'.
 - **SECTION - III (Envelope No. 3): Price Bid:**
 - a. PRICE BID WITH FULL PRICE DETAILS. The price bid shall contain prices only in the prescribed price schedule format, without any technical and commercial details. Technical specifications or commercial terms given in un-priced schedule will only be evaluated and the same will be binding on the Architect Firm / Consultants. The bids shall be sealed and kept in a single envelope with marking as Section - III (Price Bid) / Envelope No. 3 : "Original"
 - b. The Architect Firm / Consultants shall quote the final prices (excluding taxes, duties and other levies etc) in the 'PRICE SCHEDULE FORMAT' of bid document ONLY. Prices quoted in any other format shall not be considered for evaluation.
 - c. The Price bid shall be kept in a larger envelope duly sealed and shall bear the name and address of the Architect Firm / Consultants.
- B. The envelopes containing Section -I, Section -II, Section -III of bid shall be enclosed in a larger envelope duly sealed and pasted and shall bear the name and address of the Architect Firm / Consultants.
- C. Architect Firm / Consultants to note that if bid security / EMD (in the Proforma attached with these documents) in original and/or bid document fee (if the bid document is downloaded) is kept in any other envelope and not found in envelope no. 1, the offer of the Architect Firm / Consultants(s)



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will be REJECTED during opening.

- D. Architect Firm / Consultants to note that prices are to be quoted in the format provided in the price schedule formats provided along with the tender without any conditions. Price bids submitted in any other format and conditional price bids will be liable to be rejected. Price bids received in open condition (not in sealed envelope) or kept in any other Section of the bid (i. e, Section - I or II) will also be liable for rejection.
- E. If the outer envelope is not sealed and not marked as required, then DAFFPL will assume no responsibility for the bid's misplacement or premature opening.
- F. Architect Firm / Consultants in their own interest shall ensure that they send their bid complete in all respects well in time to reach the specified office within the specified bid due date and time. No relaxation shall be given for delay due to any unforeseen event in submission of bid.

35. CONTRACT PERFORMANCE BANK GUARANTEE [CPBG]

- a) As a Performance security, the successful Architect Firm / Consultants, to whom the work is awarded by, shall be required to furnish within 30 days of notification of award of contract (Letter/ Fax/e-mail of Intent) a Performance Bank Guarantee on RS.100/- VALUE non-judicial stamp paper in favour of the Owner (M/S DAFFPL).
- b) The Bank Guarantee amount shall be equal to TEN PERCENT (10%) of the Total Order Value and it shall guarantee the faithful performance of the Order in accordance with the Terms and conditions specified in the documents and specifications.
- c) CPBG shall be in the form of an irrevocable Bank Guarantee (in the format attached) issued by any Indian Scheduled Bank (other than Co-operative Bank).
- d) The Bank Guarantee shall be valid for the entire period of the Contract, namely, till the end of the guarantee / warranty period. The guarantee amount shall be payable on demand to the Owner.
- e) In case, the Contract Performance Bank Guarantee stated above gets reduced/ deducted for reasons of non-fulfillment of any Contractual obligations upto the completion of guarantee period, the Architect Firm / Consultants shall immediately take action to increase the value of Bank Guarantee to TEN PERCENT (10%) of the Contract price, to cover his guarantee/warranty obligations.
- f) The Performance Guarantee will be returned to the Architect Firm / Consultants without any interest at the end of the warranty / guarantee period subject to fulfillment of all contractual obligations by the Architect Firm / Consultants. The bank guarantee shall have a claim period of 3 months beyond the contractual guarantee period.
- g) The proceeds of performance security shall be appropriated by the owner as



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compensation for any loss resulting from vendor’s failure to complete his obligations under the contract to the prejudice to any of the rights or remedies the owner may be entitled to as per terms and conditions of contract. The proceeds of this performance security shall also govern the successful performance of goods and services and vendors all obligations during the entire period of contractual warrantee / guarantee.

36. COMPLETION FOR DELAY:

- a) The time allowed for carrying out the work as specified in clause 32 shall be strictly observed by the consultants and shall be deemed to be the essence of the contract on the part of the consultants. The work shall throughout, the stipulated period of the contract, be processed with all diligence.
- b) In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 0.5% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant.

37. PAYMENT TERMS

- a) Architect Firm / Consultants to note that Advance Payment is not permissible in the contract.
- b) All the payments due to the consultant shall be made online and no Cheques / draft shall be issued.
- c) Milestone payment schedule for various activities are as under:

Stage	Milestone Achieved	Extent of Payment
1	Preparation of Preliminary Concept Report including preliminary schemes and estimate and its approval, models as per the scope of work specified above.	10% of the fees payable
2	On completion of preliminary planning Preparation of Detailed Project Report (DPR) including preliminary schemes and estimate and its approval as per the scope of work specified above	05% of the fees payable
3	Preparation of required drawings and approval from all local Authorities	10% of the fees payable
4	Preparation of detailed drawings, tender documents, specifications and estimates.	15% of the fees payable
5	During the execution of work (on pro-rata basis) Commensurate with the value of the work executed	
5a	On completion of 20% of the Work	10% of the fees payable
5b	On completion of 40% of the Work	10% of the fees payable
5c	On completion of 60% of the Work	10% of the fees payable
5d	On completion of 80% of the Work	10% of the fees payable



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6	On completion of 100% of the Work and getting completion certificate from authorities.	10% of the fees payable
7	Defect Liability period	10% of the fees payable

38. COMPLETION PERIOD

- a. The overall completion period for the execution of this project from the date of commencement of work is as follows:

Detailed Project Report with associated drawings and approvals	03 Months
Detailed Tender Document with supporting's	01 Month from the date of approval of DPR
Project Monitoring Consultancy	18 Months from the date of hand over of site to Contractor

- b. If at any stage, the Project has been delayed by the acts of Client/funding authorities or by the deployed contractor for the work, nothing extra shall be payable to the consultant. However suitable extension of time for completion of work shall be granted accordingly.
- c. Escalation/Price Variation: No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for completion of the works.

39. ARBITRATION

- a) Any 'dispute or difference of any nature whatsoever, any claim, cross-claim, counterclaim or set off of the Owner against the Consultant or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the nominated Director of the Owner or of some Officer of the Owner who may be nominated by the nominated Director. The consultant will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Owner or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Owner, he had expressed view on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the nominated Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the nominated



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Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Owner if the nominated Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the nominated Director of the Owner or a person nominated by such nominated Director as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the nominated Director/officer for such counter-claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefore has been referred to him originally and deemed to form part of the reference made by the nominated Director/officer.
- d) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
- f) The arbitrator shall be entitled to direct any one of parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the



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parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.

- g) The parties hereby agree that the courts in the city of Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitration hereunder shall be filed (if so required) in the concerned courts in the city of Delhi only.



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

FINANCIAL BID

To

**Chief Executive Officer,
Delhi Aviation Fuel Facility (P) Ltd.,
Aviation Fuelling Station,
Shahbhad Mohammadpur, New Delhi-110061**

Dear Sir,

Sub: Providing Architectural and Engineering Consultancy Services for construction of New Administrative Building (Green Building)

Our offer inclusive of all incidentals, overheads, traveling expenses, all expenditure related to presentations, visits to be made during the execution of the assignment as per Bid conditions, excluding all taxes, levy and duties, for execution of this Assignment

Amount in Figures :

Amount in Words :

SIGNATURE AND SIGN ALONG WITH COMPANY SEAL



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE-I

PROFORMA OF BANK GUARANTEE (EARNEST MONEY DEPOSIT)

(On Non-Judicial Stamp paper for appropriate value)

BANK GUARANTEE NO. :

BANK GUARANTEE AMOUNT:

CLAIM:

(till 120 days from date of work order)

TENDER NO. /DATE:

JOB DESCRIPTION/

LOCATION:

Tender Security No. [*]

Name and Address of the Beneficiary: Delhi Aviation Fuel Facility (Private) Limited
Aviation Fuelling Station, Shahabad Mohammadpur, IGI Airport, New Delhi – 110 061, India

We [*name and address of the issuing bank*] have been informed that [*Name of the Interested party*] (hereinafter called the “Interested Party”) is submitting a proposal for the Award of the Works in response to a Request for Proposal (“RFP”) by Delhi Aviation Fuel Facility (P.) Ltd. (“DAFFPL” or ‘Beneficiary’) for [*Insert description of work*] (“Works”). The conditions of the RFP, which are set out in a documents entitled Request for Proposal dated [*Please insert*] require its offer to be supported by a Tender Security.

At the request of the Interested Party, we hereby irrevocably undertake to pay you without demur, the Beneficiary, any sum or sums not exceeding Rs. _____ [*Please insert*].

Upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- 1) The Interested Party has, without written consent of DAFFPL, withdrawn its offer after the latest time specified for its submission and before the expiry of its period of validity; or
- 2) The Interested Party has refused to accept the correction of errors in its offer in accordance with the instructions to Interested parties contained in the RFP; or



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- 3) DAFFPL entered in to the contract with the Interested party but the Interested party has failed to deliver the **COMPOSITE BANK GUARANTEE (SECURITY DEPOSIT & PERFORMANCE)** in compliance with the Contract conditions; or
- 4) The Interested Party has failed to enter into the Contract within 30 (Thirty) days of being required to do so by the Tender Officer.

Any demand for payment must contain your signature(s). The demand must be received by us at this office on or before the expiry of the earliest of the following dates, when this security guarantee shall expire and shall be returned to us:

- a) Date of issue of letter communicating to the Interested Party that it has not qualified for the contract or the Proposal submitted by the Interested Party is unsuccessful or the TENDER is withdrawn and/or cancelled by the Beneficiary; or
- b) 7 (seven) days after the date of delivery of an acceptable performance bond complying with the Contract conditions and execution of the Contract after the award of the works to the Interested Party; or
- c) 120 (One hundred twenty) days from the last date of submission of Proposal in accordance with the TENDER.

Date:

Signature:

Designation:

Name of the Branch



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ANNEXURE-II

PROFORMA OF COMPOSITE BANK GUARANTEE (SECURITY DEPOSIT & PERFORMANCE)

(On Non-Judicial paper of Rs. 100/-value)

To,

DAFFPL

Dear Sirs,

M/shave taken tender for the workfor DAFFPL,.

The tender Conditions of Contract provide that the Contractor shall pay a sum of Rs. (Rupees) as security deposit & performance guarantee in the form therein mentioned. The form of payment of security deposit & performance guarantee includes guarantee executed by Scheduled Bank at New Delhi, undertaking full responsibility to indemnify DAFFPL, in case of default. The said party have approached us at and their request and in consideration of the premises we having our office at have agreed to give such guarantees as hereinafter mentioned.

1. We -----hereby undertake and agree with you that if default shall be made by M/s. -----in performing any of the terms and conditions of the tender or in payment of any money payable to Daffpl. We shall on demand pay to you, without demur, protest or requiring you to seek recourse to M/s _____, in such matter as to you may direct the said amount of Rupees ----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without effecting this guarantee, postpones for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said -----and to enforce or to forbear from endorsing any powers of rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. ----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any



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dispute or disputes have been raised by the said M/s. -----
-----and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the said -----but shall in all respect and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rupees -----our guarantee shall remain in force until -----unless a suit or action to enforce a claim under Guarantee is filed against us within six months from -----(which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
6. NOT WITHSTANDING anything hereinbefore contained our liability under this Bank Guarantee is restricted to Rupees -----(Rupees -----).This Bank Guarantee shall be valid up to -----and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.
7. This guarantee is to be returned to us within fifteen (15) days from the date it ceases to be in force. If the guarantee is not returned to us within the date of aforementioned it shall be automatically cancelled.
8. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated -----granted to him by the Bank.

Yours faithfully

-----Bank
 By its Constituted Attorney
 Signature of a person duly
 Authorized to sign on behalf of the bank



Annexure- III

Form of Letter of Undertaking

[On the letterhead of the Interested Party]

Letter of Undertaking

Date:

Delhi Aviation Fuel Facility (Private) Limited
Aviation Fuelling Station, Shahabad Mohammadpur,
IGI Airport, New Delhi – 110 061, India

Re:

The undersigned Interested Party acknowledges that the TENDER issued is confidential and personal to the undersigned Interested Party and hereby undertakes and agrees as follows:

1. **“Confidential Information”** means the TENDER and everything contained therein, all documentation, data, particulars of the Works and technical or commercial information made by (or on behalf of) Delhi Aviation Fuel Facility (Private) Limited or obtained directly or indirectly from Delhi Aviation Fuel Facility (Private) Limited or its representatives by the undersigned Interested Party or which is generated by the undersigned Interested Party or any information or data that the undersigned Interested Party receives or has access to, as a result of the TENDER, as being confidential information of Delhi Aviation Fuel Facility (Private) Limited, provided that such term does not include information that (a) was publicly known or otherwise known to undersigned Interested Party prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by undersigned Interested Party or any person acting on its behalf.
2. The undersigned Interested Party shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by the undersigned Interested Party in good faith to protect confidential information of third parties delivered to it, provided that the undersigned Interested Party may deliver or disclose Confidential Information to its authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking.
3. The undersigned Interested Party shall not at any time whatsoever:
 - (i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the Delhi Aviation Fuel Facility (P) Limited to any third party.



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(ii) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.

4. In case the Proposal of the undersigned Interested Party is not accepted and immediately upon the acceptance of the Proposal of any of the other Interested Party, the undersigned Interested Party, shall:

(i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and

(ii) Destroy all copies of Confidential Information in its possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.

5. The undersigned Interested Party shall certify to Delhi Aviation Fuel Facility (Private) Limited that it has returned or destroyed such Confidential Information to the Delhi Aviation Fuel (Private) Limited within two (2) days of such a request being made by Delhi Aviation Fuel (Private) Limited.

Name of Interested Party's

Signature of Authorized Representative



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Annexure IV

DECLARATION to be submitted along with Technical Bid

(M/s. _____) hereby declare / clarify that we have not been banned or delisted by any government or quasi Government agencies or Public Sector Undertakings.

Stamp & Signature of the Architect Firm / Consultants

NOTE: If Architect Firm / Consultants has been banned by any Government or quasi Government agencies or PSUs, this fact must be clearly stated with details. If this declaration is not given along with the technical bid, the tender will be rejected as non-responsive.