



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/2015-16/02

**INVITING TENDER FOR
SUPPLY & SUPERVISION OF INSTALLATION and COMMISSIONING
OF TROLLEY MOUNTED HIGH VELOCITY LONG RANGE MONITORS
(HVLR's)**

BID DUE DATE & TIME: 1300 Hrs. IST on May 30th, 2015

OPENING OF TECHNICAL BIDS: 1100 Hrs. IST on June 02nd, 2015



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NOTE: BIDDERS ARE REQUESTED TO SIGN AND STAMP ALL THE PAGES OF THE TENDER DOCUMENT AND SEND THE SAME BACK IN THEIR OFFER AS A TOKEN OF UNCONDITIONAL ACCEPTANCE OF TENDER FIRMS.

THE DEVIATIONS, IF ANY, SHOULD BE MENTIONED SEPARATELY ON BIDDER’S LETTER HEAD IN TECHNICAL BID. THE DEVIATIONS MENTIONED ANYWHERE ELSE SHALL NOT BE CONSIDERED. IN ABSENCE OF DEVIATION SHEET IT WOULD BE CONCLUDED THAT BIDDER HAS ACCEPTED THE TENDER TERMS WITHOUT ANY DEVIATIONS. CORRECTIONS IN TENDER DOCUMENT WILL NOT BE ACCEPTED.



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TENDER NOTICE DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

INVITING TENDER FOR SUPPLY & SUPERVISION SERVICES FOR INSTALLATION and COMMISSIONING OF TROLLEY MOUNTED HIGH VELOCITY LONG RANGE MONITORS (HVLR's) AS PER SPECIFICATION AS REQUIRED

TENDER NO: DAFFPL/MOD/FF/2015-16/02

Delhi Aviation Fuel Facility (P) Ltd (DAFFPL) invites sealed bids under single stage two bid system from eligible bidders for supply of Trolley Mounted High Velocity Long Range Monitors as per specification as required.

Brief Scope of work:

We intend to procure Trolley Mounted High Velocity Long Range Monitors as per specification as required. Scope of supply includes Design, Manufacturing, Testing, Supply, and Supervision of Installation & Commissioning for Trolley Mounted High Velocity Long Range Monitors at our DAFFPL office.

Bid Security (EMD):	As mentioned in the Tender document
Date, Time & Venue for Voluntary Pre-bid Meeting:	May 20 th , 2015; 14:30 HRS (IST) at DAFFPL, Aviation Fuelling Station, Shahabad Mohammadpur, New Delhi-110061
Bid Due Date, Time & Place of Submission:	Upto 13:00 HRS (IST) on May 30 th , 2015 at the office of the Chief Executive Officer, DAFFPL, Aviation Fuelling Station, Shahabad Mohammadpur,

Detailed Invitation for Bids (IFB) along with Pre-qualification Criteria, Bid Document Corrigenda can be viewed and downloaded from DAFFPL's website: <http://www.daffpl.in>

Chief Executive Officer
DAFFPL, New Delhi
8826120066



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

CHAPTER 1: INTRODUCTION (COVERING NOTE)

TENDER FOR SUPPLY OF TROLLEY MOUNTED HIGH VELOCITY LONG RANGE MONITORS AS PER SPECIFICATION FOR OUR FUEL FACILITY IN SHAHBAD MOHAMADPUR, NEW DELHI, INDIA

We are pleased to invite your most competitive offer for the captioned work in complete accordance with the tender documents attached herewith.

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). We 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.

We intend to procure Trolley Mounted High Velocity Long Range Monitors as per specification as required.

HVLR's are required to be supplied as specified in the tender document, specifications / Bill of quantities.

The details of specifications of HVLR's required to be procured are enclosed along with this tender document.

Delhi Aviation Fuel Facility Private Limited (DAFFPL) invites sealed tenders in prescribed tender form under two-bid system. For viewing details including EMD, BID QUALIFICATION CRITERIA etc. please visit our web site www.daffpl.in and go to tender section by clicking the link "Tenders". Tender documents are available on our website.

The bid documents can also be collected from our office and the bids 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.



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1. The Tender is floated in Two Bid system consisting of Technical Bids (Bid Qualification Criteria - BQC, Technical) and Price Bids.

Part-I : Bid Security / EMD in accordance with tender document.
Part-II : BQC (Bid qualification criteria), Technical Bid duly filled in & along with all supporting as requested to be submitted in Physical form in the Tender Box.
Part -III : Price Bid.

2. The bidder should be able to manufacture & supply the entire size/type/quantity bid by them. Bidders cannot bid for part items or part quantity of a lot.
3. Firstly the Technical bid (BQC & Techno commercial bids) shall be opened. The Bids shall be initially scrutinized by a team as per tender requirements of BQC (Bid qualification criteria). Technical cum commercial bids of only those vendors who qualify the BQC will be processed further. The price bids of only techno-commercially qualified bidders will be opened, evaluated and shortlisted for Placement of Purchase Order.
4. Each page of bid documents is to be duly signed & stamped by the bidder before submitting the Tender.
5. The bids submitted should be valid for **four months** from the due date of bid submission for Owners acceptance. Once accepted it will remain firm till completion of contracts/orders.
6. We request the bidder to carefully go through all tender documents before submitting the offer. Please note that any exceptions or deviations to the tender document are necessarily to be recorded in the attached deviation statement only. Any exceptions/deviations brought out elsewhere in the bid shall not be considered.
7. The bidders may be invited for a presentation to DAFFPL during Techno-commercial evaluation before price bid opening.
8. The bidders to provide their bank details/ PAN / Sales Tax /WCT Registration numbers/Service Tax Registration No. / VAT registration No., as applicable for updating vendor master file. You are also requested to keep us informed of any change in address / status of your business / contact details including email address etc.
9. Party can quote with the deviations as referred in Point No.6 above. Please refer query end date / time in tender calendar after which no query posted by bidder



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shall be considered. However DAFFPL reserves the right to respond the queries after cutoff date / time mentioned in tender calendar.

10. Please note that queries related to scope of job, tender specifications, terms & conditions etc., should be submitted by means of letter/E mail to reach the owner's office not later than one week before the meeting .It may not be practicable to answer queries received late, but queries and responses/clarifications will be posted in the form letter, E-mail within one week from the date of Pre Bid Meeting. Any modification in the bid document that may become necessary as a result of the Pre Bid meeting shall be made by the owner exclusively through the issues of corrigendum/ addendum posted at web site and not through the minutes of the pre bid meeting.
11. **UNSOLICITED POST BID MODIFICATION**
Bidders are advised to quote strictly as per terms and conditions of the Bidding Document. After tender submission due date & time/ extended due date & time (as the case may be) the bidders shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought/allowed on any deviations or exceptions mentioned in the bid unless discussed and agreed by DAFFPL in writing.
12. EMD & Techno Commercial bid shall be opened on **May 30th, 2015 at 11:00 Hrs (IST)** in the presence of authorized representative of bidders (Restricted to one [1] person per bidder only) at the office of DAFFPL. Price Bid of only those bidders whose offer is found meeting both PQC & techno-commercially acceptable, shall be opened on a later date as per convenience of DAFFPL after intimation to the qualified bidders.
13. DAFFPL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. DAFFPL reserves right to accept any or more tenders in part. Decision of DAFFPL in this regard shall be final and binding on the bidder.

QUERIES AND CLARIFICATIONS: Any query or clarification with regard to this tender may please be referred to below address & phone nos. on any working day during office working hours

Mr M Vishnu Vardhan Project Officer Vishnu.vardhan@daffpl.in , bksingh@daffpl.in 882600228	Mr V S Thakur (Consultant) Project Manager Virender.Thakur@mottmac.com 91-120-3992308
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14. **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.



15. A Pre-bid meeting is scheduled for **20/05/2015 at 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 BIDDER on the interpretation of the provisions of tender.
 - Bidder(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 Bidder(s) are requested to attend the pre-bid meeting to be held at DAFFPL Office as per schedule.
16. **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.**
17. **Earnest Money Deposit (EMD) (also referred to as Bid Security):** Bidder 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.
- The bidders not submitting EMD by due time & date shall be rejected & their bids shall not be evaluated further.
 - The EMD amount shall be Rs. 32,000.00/-**
 - Firms registered with National Small scale Industries (NSIC)/MSME of India are exempted from submission of bid security .Central Public Sector Enterprises of India and Firms registered with Nation Small Scale Industries Corporation (NSIC) of India are exempted from submission of Bid Security. Central Public Sector Enterprises are requested to give a self-declaration on their letter head to this effect. Bidders registered with NSIC of India are also requested to submit self-declaration on their letter head to this effect along with a copy of their Valid Registration certificate, specifying limit of volume and other details which should be submitted.

THE FORMS /ATTACHMENTS TO THIS TENDER ARE AS UNDER:

- Covering Note – CHAPTER: 1
- Instructions To Bidders - CHAPTER: 2



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3. Bid-Qualification Criteria - CHAPTER: 3
4. BQC –List of Documents – CHAPTER: 4
5. General Purchase Conditions- CHAPTER: 5
6. Technical Specification Documents - **(Attached separately as Annexure)**
7. Annexure attached are as follows:
 - Annexure II – DEVIATION SHEET
 - Annexure III – DECLARATION SHEET
 - Annexure IV – FORMAT FOR DRAFT BANK GUARANTEE IN LIEU OF BID SECURITY (EMD)
 - Annexure V - FORMAT DRAFT COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE GUARANTEE
 - Annexure VI – FORM OF LETTER OF UNDERTAKING
 - Annexure VII – DECLARATION TO BE SUBMITTED ALONGWITH Technical BID

Thanking you,
Yours faithfully,
For DELHI AVIATION FUEL FACILITY (P) LTD.

Chief Executive Officer
DAFFPL, New Delhi



CHAPTER 2: INSTRUCTIONS TO BIDDERS

1. The bidder shall bear all costs associated with the preparation and submission of the bid and Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2.
 - Vendor is requested to submit their bids taking full notice of all the technical specifications, terms and conditions, forms & attachments to this tender. Bids must be submitted in Physical form only.
 - The authorized Indian representatives of foreign manufacturers submitting their offers shall ensure that the bids are submitted strictly as per the rules. Bids in Foreign Currency will not be accepted. If successful, order will be on Indian representative only. EMD shall also be submitted in Indian currency as per Clause mentioned above.
3. Owner reserves the right to accept / reject any or all bid qualification documents at their sole discretion without assigning any reason whatsoever.
4. Owner is not responsible for any delays from bidder end.
5. Owner reserves the right to make any changes in terms and conditions of purchase before due date of bid submission and to reject any or all bids received incomplete.
6. Undertaking by the bidder:
 - a. I/we hereby undertake that the statements made herein/information given in the bids through Physical Tendering system/annexure/forms referred are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling DAFFPL to avoid any resultant contract.
 - b. I/we further undertake as and when called upon by DAFFPL to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.
7. Owner, at its discretion reserves the right to verify information submitted by the bidders.
8. Bidder to submit documents/information to satisfy the bid qualification criteria. Bidders should also be in a position to produce further information as and when required by DAFFPL with in a time limit of 15 days.
9. DAFFPL reserves their right to negotiate the quoted prices with lowest bidder.



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10. Bidders would be qualified based on data and documents submitted by them.
11. Owner's decision on any matter regarding short listing of vendors shall be final and no corresponding in this regards will be entertained.
12. The vendors who are on IOCL/BPCL/DIAL holiday list or delisted will not be considered.
13. The bidder is expected to examine all instructions, forms, attachments, terms and specifications in the tender document. The entire tender document together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidder, unless deviations are specifically stated seriatim by the bidder. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder risk and may result in the rejection of his bid. The bidder scope of supplies as specified in the material requisition shall be in strict compliance with the scope detailed therein and in the bid document.
14. Bidders 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. 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.
16. The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and the owner shall be written in ENGLISH language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
17. Declaration with the bid qualification criteria that bidder 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.
18. Bidders are advised to submit bids based strictly on the terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Each Bidder shall submit only one bid. A Bidder who submits more than



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one bid will be rejected. Alternative bids will not be accepted.

19. The Owner may, at its discretion, extend the bid due date, in which case all rights and obligations of the Owner and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended. The same will be hosted in the web site.
20. 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 Bidder 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.
21. Telex/ Telegraphic/ Telefax / E-mail offers will not be considered and shall be rejected.
22. No bid shall be modified subsequent to the due date & time or extension, if any, for submission of bids. Bidder(s) to note that Price changes after submission of bid shall not be allowed. In case any bidder gives revised prices/price implication, his bid shall be rejected. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder. Withdrawal of a bid during this interval shall result in the forfeiture of Bidder s EMD.
23. Bids that do not meet the Bid qualification criteria as specified in the bid document shall be rejected. A bid with incomplete scope of work and/or which does not meet the technical requirements as specified in the bid document, shall be considered as non-responsive and rejected. Conditional bids will be liable for rejection.
24. The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
25. The bids without requisite EMD and/or not in the prescribed Performa and the time limit will not be considered and bids of such bidder Bidder(s) shall be rejected.
26. PRICE EVALUATION CRITERIA: As award is on overall landed lowest basis, part offers will be rejected. Bidder has to quote for all items in a lot for us to consider them.
27. Prior to the expiration of period of bid validity, the owner will notify the successful bidder in writing or by e-mail, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract. Delivery Period shall be



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counted from the date of notification of award (Letter/Fax/e-mail of Intent).

28. Any efforts by a bidder to influence the owner/ in the owner bid evaluation, bid comparison or contract award decisions may result in the rejection of their bid.
29. **ISSUE OF CONTRACT/ PURCHASE ORDER:** After the successful bidder has been notified that his bid has been accepted, DAFFPL will send to such bidder a detailed contract/purchase order incorporating all the terms and conditions agreed between the parties. Within 15 days of receipt of the detailed purchase order, the bidder shall sign and return to the owner the duplicate copy of the order as a token of their acknowledgement.
30. **Vigil Mechanism:** DAFFPL has developed the Vigil Mechanism to deal with references/ grievances, if any, that is received from bidders who participated / intends to participate in the tender. The details of the same are available on our website www.daffpl.in
31. **VERIFICATION BY OWNER:** All statements submitted by bidder regarding experience, manpower availability, equipment and machinery availability etc., are subject to verification by the owner either before placement of order or after placement of order. If any data submitted by the bidder at the bid stage is found to be incorrect, the offer is liable to be rejected or the contract/order is liable to be terminated.
32. **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 bidder'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'. **Deviation sheet duly filled with deviations, if any, shall form part of technical bid.**



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- **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 formats, without any technical and commercial details. Technical specifications or commercial terms given in unpriced schedule will only be evaluated and the same will be binding on the Bidder. The bids shall be sealed and kept in a single envelope with marking as Section - III (Price Bid) / Envelope No. 3 : "Original"
 - b. The bidder shall quote the final prices (including taxes, Cess, 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 bidder.
- 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 bidder.
- C. Bidder 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 bidder(s) will be REJECTED during opening.
- D. Bidder 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. Bidders 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.
- G. Central Public Sector Enterprises and Firms registered with NSIC are exempted from submission of Bid Security. Central Public Sector Enterprises are requested to give a self declaration on their letter head to this effect, which should be submitted in a sealed envelope marked as Bid Security.
- H. Bidders registered with NSIC are also requested to submit self declaration on their letter head to this effect along with a copy of their Valid Registration certificate, specifying limit of volume and other details which



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should be submitted in a separate sealed envelope no. 1 marked as Bid security.

- I. Bid Security strictly in the Proforma attached with these documents shall be submitted in Original along with the Bid. Bids received without original bid security, shall not be opened for evaluation.
- J. Tender document complete in all respects must be submitted in the tender box provided at the DAFFPL office before due date and time

33. DOCUMENTS COMPRISING THE BIDS

The bid prepared by the Bidder shall comprise the following components:

- I. **ORIGINAL BID SECURITY (Section - I):** Bidders are advised to instruct their banks not to post Bid Security directly to Owner as the same has to accompany with the bid.
- II. **TECHNICAL BID (Section -II):**
 - Documentary evidence establishing Bidder's claim for meeting qualification criteria as stipulated in the Bid Document.
 - Notarized Audited Annual Report of previous three financial years.
 - Documentary evidence establishing Bidder's eligibility to bid and that the offered Goods conform to the Bid Document.
 - Price Schedule (with Price figures blanked) completed in accordance with the requirements specified in the bid document.
 - Agreed Terms & Conditions duly filled-in.
 - Deviation Sheet, if any.
 - Declaration with the bid qualification criteria that bidder has not been banned or delisted by any Government or quasi Government agencies or PSU's.
 - Any other information/details/documents/data required as per Bid Document.
 - Parent Company Guarantee, if applicable
- III. **PRICE BID (Section -III):** Bid Form and Price Schedule (Both given along with tender) duly filled in.

34. BID FORM & PRICE SCHEDULE

The bidders shall complete the Bid Form and appropriate Price schedule furnished of Bid Document, indicating the required information for all quoted items.

35. FORMAT AND SIGNING OF BID

- a. The Bidder shall prepare required number of copies of the bid, clearly marking each 'Original Bid' and 'Copy of Bid' as appropriate. In the event of any discrepancy between them, the 'Original Bid' shall govern.



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- b. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the bidder on all pages of the bid. Such authorization shall be indicated by written Power of Attorney accompanying the bid. The name and position held by each person signing must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
- c. The complete bid shall be without alterations, interlineations or erasures, except as may be necessary to correct errors made by the Bidder, in which case such corrections shall be rewritten & initialed by the person or persons signing the bid.
- d. All the pages of the price bid shall be signed by the authorized signatory. In case all the pages of the price bid are not signed, the bid shall be rejected.

36. OPENING OF BIDS

Bids will be opened by Owner at DAFFPL Office, New Delhi, in the presence of bidders/bidders authorized representatives available on the opening date and time (duly authorized by a competent person and having the letter of authority).

a. BID SECURITY / EMD (SECTION-I) AND TECHNICAL BID (SECTION-II):

- I. On the day and time of bid opening, Bid security (Envelope 1) and Technical Bid (Envelope 2) shall be opened in presence of bidders.
- II. The Bidder's representatives, who are present, shall sign a register/attendance sheet evidencing their attendance.
- III. The Bidder(s) names, presence or absence of requisite bid security will be announced at the opening.
- IV. Bidder (s), whose bids are not opened for any reason, including non receipt of original bid security, will not be allowed to be present during bid opening.

b. PRICE BID OPENING (SECTION -III):

- I. Only those bidders whose bids meet the qualification criteria and are technically/commercially acceptable shall be called for opening of Price bid (Envelope 3) at a later date, informed in advance.
- II. The Bidder's representatives, who are present, shall sign a register/attendance sheet evidencing their attendance.
- III. Bidder(s), whose bids are not opened for any reason, will not be allowed to be present during bid opening.

37. EVALUATION OF BIDS

- a. Qualification of Bidder: The experience details and financial & technical capabilities of the bidder(s) shall be examined to determine whether the bidder(s) meet the Bid Qualification Criteria mentioned in the



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INVITATION FOR BIDS (IFB).

- b. The Owner will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
- c. The bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and bids of such bidder Bidder(s) shall be rejected.
- d. To assist in the examination, evaluation and comparison of technical bids, the owner/ may, at its discretion, ask the Bidder clarifications on the bid. The request for such clarifications and the response thereto shall be in writing.
- e. Prior to the evaluation and comparison of the bid, the owner will determine the substantial responsiveness of each bid to the bidding documents. For the purpose of this Article, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations or reservations. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, inconsistent with the bidding document, the DAFFPL's rights or Bidder's obligation under the contract and retention of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The owner's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.
- f. A bid determined as substantially non-responsive will be rejected by the Owner and shall not subsequently be allowed by the Owner to be made responsive by the Bidder by correction of the non-conformity.
- g. The HVL'R's shall be supplied from the same Manufacturing unit as specified in the Documents submitted by Bidder in Compliance to BQC(Bid Qualification Criterion).

Note:

- 1) **The Bid Shall be submitted in English Language Only**
- 2) **For any Document submitted in any language other than English, the translation copy in English language shall be submitted.**



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CHAPTER 3: BID-QUALIFICATION CRITERIA:

The bidder shall meet all of the criteria mentioned in Clauses 3.1, 3.2, 3.3 & 3.4.

3.1 General:

- a) The bidders shall be original equipment manufacturer (OEM) of Remote operated water-cum foam monitors in India or Abroad. That means the bidders who have their own manufacturing units in India or abroad for Remote operated water-cum-foam monitors only shall qualify for participating in this tender.
- b) The bidder must have valid UL listing or FM approval of 1000/1500/2000 GPM variable flow foam-cum-water monitor of Stainless Steel/Brass MOC along with foam induction system on the bid due date.
- c) The bidders shall have service representatives with availability of spares in India.
- d) Vendors are required to give details of their manufacturing units. Vendor to submit necessary documents in support of above.
- e) Traders shall not be allowed to quote for this tender.

3.2 Technical Qualification Criteria:

- a) The bidder must have manufactured and supplied 7 nos. remote operated HVLR monitors of minimum two variable flow of 1000 GPM and above capacity UL listed or FM approved foam cum-water monitor of any MOC either with Relay or PLC panel along with foam induction system within the last 5 years, to be counted from bid due date in India or abroad. The bidder to submit copies of purchase /work order containing the item description, ordered quantity, proof of supply of the item and approval/listing documents from UL/FM for the supplied item in support of all the above vendor technical pre-qualification criteria.
- b) The supplied 7 nos. Monitors as per sr.no.(a) must be working satisfactorily at any Petroleum or Petrochemical or Fertilizer industries for a minimum period of 12 months on bid due date. Bidder should submit relevant documents along with bid.

3.3 Annual Turnover:

- a) The bidder shall have achieved Average Annual financial turnover, as per audited balance sheet and Profit & Loss account, for the last three financial years ending March, 2015 of **150 Lakhs INR** in preceding 3 years. Bidder to submit balance sheets duly notarized for previous 3 years in support.



3.4 OTHER INFORMATION OF PQC

1. Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.
“Affiliate” of a Party shall mean any company or legal entity which:
 - a. Controls either directly or indirectly a Party, or
 - b. Which is controlled directly or indirectly by a Party; or
 - c. Is directly or indirectly controlled by a company, legal entity or Partnership which directly or indirectly controls a Party. “Control” means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.
2. Bids may be submitted by:
 - a. A single person/ entity (called sole bidder);
 - b. A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
 - c. A consortium (including an unincorporated JV) having a maximum of 3 (three) members;
 - d. An Indian arm of a foreign company.
3. Fulfillment of Eligibility criteria and certain additional conditions in respect of each of the above 4 types of bidders are stated below, respectively:
 - a. The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each eligibility criteria.
 - b. In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.



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- c. In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:
- I. Each member in a consortium may only be a legal entity and not an individual person;
 - II. The Bid shall specifically identify and describe each member of the consortium;
 - III. the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
 - IV. One participant member of the consortium shall be identified as the "Prime member" and contracting entity for the consortium;
 - V. This prime member shall be solely responsible for all aspects of the Bid/ Proposal including the execution of all tasks and performance of all consortium obligations;
 - VI. The prime member shall fulfill each eligibility criteria;
 - VII. a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member's commitment to perform all relevant tasks and obligations in support of the
 - VIII. Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
 - IX. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
 - X. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
 - XI. No consortium member shall hold less than 25% stake in a consortium;
 - XII. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
 - XIII. Any person or entity can bid either singly or as a member of only one consortium.
- d. In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to full fill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment, machinery, material or plant or completion



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of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work, etc.



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CHAPTER 4: BQC DOCUMENTS BY VENDORS

LIST OF DOCUMENTS FOR BID-QUALIFICATION OF VENDORS		
1	Copy of approvals from any statutory body or equivalent, if applicable	
2	Details of the Manufacturing Facility	
3	Details of testing facilities available	
4	Audited Balance Sheets & Profit and Loss accounts for the previous 3 accounting years prior to the due date of bid submission	
5	Bank Guarantee in lieu of EMD / Demand Draft / Pay Order	
6	Declaration documents as per attached Annexure of the Tender	
7	Satisfactory Performance certificates from minimum 3 Installations / Terminals in India or Abroad	
8	Relevant authorization from foreign Manufacturer for their Indian representative if applicable	
9	Details of the agency / company in India who will be providing maintenance & service support OR declaration to set up Service centre in India on being awarded the order, as applicable	
10	Other Supporting Documents, if any	

Every page of attachments to be duly signed stamped before submitting the Tender.



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CHAPTER 5: GENERAL TERMS & CONDITIONS OF PURCHASE:

1. DAFFPL reserves the right to accept any tender in whole and reject any or all tenders without assigning any reason. DAFFPL also reserves the right to allow public enterprises (Central/State) Price / purchase /contract / service preference as admissible under the Indian Government Policy.
2. BID PRICES:
 - a) Prices shall be furnished strictly in the Price Bid format of the tender document.
 - b) Bidder should quote their lowest and best offered price. Prices so quoted will remain firm till satisfactory completion of order. The price will not be subjected to escalation for any reason whatsoever.
 - c) Bidders quoted prices shall be deemed to include entire Specification of HVLR's and all obligations and responsibilities to be carried out / executed by the Bidder as per terms of tender document. It is clearly understood by the Vendor that it is for the Vendor to ascertain and assess the applicable Acts/ Regulations/ Laws etc., entirely of their own. It is also for the Vendor to ascertain and assess the applicability of taxes, duties, levies etc. In case of any difference of opinion between Vendors proposal and interpretation by any tax/assessing (or similar) authorities, on the rate or terms and conditions related to taxes and duties etc., owners liability shall be strictly as per terms/provisions of the contract based on tender document and Vendors offer.
 - d) No other charges accept those mentioned in the tender document will be payable to vendor.
3. The materials should be properly packed so as to withstand all transit hazards. Materials are required to be dispatched by the vendor to the locations, on freight paid DOOR- DELIVERY CONSIGNEE COPY ATTACHED basis along with copies of Inspection release note & internal test certificates & other documents as mentioned elsewhere in this tender document.
4. All shipment shall be under deck unless carriage on deck is unavoidable.
5. Bidder to note that Special Packaging Requirement as in technical specifications of this tender. The materials should be properly packed so as to withstand all transit hazards (both ocean & inland transit).
6. Indian agent Commission will not be paid by the owner.
7. TAXES & DUTIES:
 - a) Bidder(s) quoted prices shall be inclusive of all taxes, duties, cess, levies etc., paid or payable on the raw material/components incorporated or to be



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incorporated in the offered finished goods but excluding applicable taxes and duties on finished goods.

- b) The invoice should clearly mentioned that applicable Excise Duty, Education Cess or any other taxes charged and paid / payable on quoted item to enable the owner to claim MODVAT / Input credit.
- c) The statutory variation in Excise duty, Education Cess and Sales tax / VAT on finished goods and introduction of new tax, from bid due date till the contractual completion period shall be to owner account against submission of the documentary evidence. However, any increase in the rate of these taxes and duties beyond the contractual delivery period shall be to Seller account. Any decrease in the rate of these taxes and duties shall be passed on to the owner. Any additional excise duty due to increase in turn-over would be to seller account.
- d) It is for the Bidder to assess and ascertain the rate of excise duty, education Cess and sales tax/VAT applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of Excise Duty, Education Cess and Sales Tax/VAT which is based on Bidders wrong assessment / interpretation of applicability of such Excise Duty and/or education cess and / or Sales Tax/VAT.
- e) Successful bidder shall carry out its obligations towards services at site as mentioned in technical specifications without any extra charges.
- f) Octroi/Entry tax, if any, in the any state of India shall be directly paid by the vendor, if applicable.
- g) DAFFPL shall not be liable, in case the tax authorities assess the tax elements in a different way on account of any reason, whatsoever.
- h) Taxes and duties other than those specified in this document, if any, shall be included in the quoted prices and no separate reimbursement shall be made by DAFFPL.

8. Income Tax / Corporate Tax :

- a) As regards Income Tax, Surcharge on Income Tax or any other Corporate Tax payable by the Bidder for reason of the contract awarded, and / or on their expatriate personal, the Owner shall not bear any Tax liability whatsoever, irrespective of the mode of construction of contract / order. The Bidder shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income Tax Act.
- b) Bidder may note that if any tax is deductible at source as per Indian Income Tax Law, the same will be so deducted before releasing any payment to the Bidder and a TDS (Tax deducted at source) certificate will be furnished to the Bidder.
- c) Accordingly, Bidder shall have the responsibility to check and include such provision of taxes in the prices.
- d) In case of delay in delivery due to reasons attributable to Bidder, any new or additional taxes or duties levied by Statutory authorities during this period



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shall be borne by the Bidder.

9. DELIVERY PERIOD:

The items covered in this enquiry are required to be delivered as per Delivery Schedule stipulated below.

a) DELIVERY PERIOD (FOR SUPPLY)

Total Order quantity of HVL's should be delivered within 02 months from date of notification of award.

b) Delivery Period shall be counted from the date of notification of award (Letter/Fax/e-mail of Intent) up to the Date of receipt of goods at defined locations.

10. EMD / BID SECURITY

a) The bidder shall furnish, as part of his bid, a bid security in original for the amount specified in the tender document by way of pay order, bank guarantee on Rs.100/-value non-judicial stamp paper or demand draft.

b) The bid security is required to protect the Owner against the risk of Bidders conduct, which would warrant the security forfeiture.

c) If bid Security / EMD is in the form of bank guarantee, it shall be in the form of irrevocable bank guarantee (in the format attached) issued by any Indian Scheduled Bank (other than Co-operative Bank) will be accepted.

d) Bid Security / EMD shall be issued in favour of M/s Delhi Aviation Fuel Facility (P) Limited, New Delhi. .

e) Unsuccessful bidders bid security without any interest will be discharged/ returned as promptly as possible, but not later than 60 days after the expiry of the period of bid validity prescribed by the Owner.

f) The successful bidder bid security without any interest will be discharged, upon the Bidder accepting the Contract/ Purchase Order and furnishing the Contract performance bank guarantee to DAFFPL.

g) The bid security may be forfeited:

i. If a bidder withdraws his bid during the period of bid validity or

ii. In the case of a successful bidder, if the bidder fails or refuses to:

➤ Accept the Purchase Order in accordance with agreed terms and conditions.

➤ Furnish Contract performance bank guarantee as per bid document/ Purchase Order.

iii. Detection of submission of false / forged documents and fraud.

h) Bid Security / EMD should be in favour of "Delhi Aviation Fuel Facility Private Limited", payable at New Delhi and submitted to the relevant office of DAFFPL as mentioned in covering note of the tender document. Covering letter to bid Security / EMD must indicate the tender number. This is essential to have proper co-relation at a later date. The bid security / EMD



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shall be strictly in the form provided in the bid document before the due date & time of bid submission.

- i) Central Public Sector Undertaking of Govt. Of India are exempted from furnishing the bid security. Firms registered with NSIC/ MSME are also exempted from furnishing bid security, provided they are registered for the tendered items and up to the monetary limit they intend to quote. Provided further that they submit a copy of the current and valid registration certificate for the quoted item and monetary value along with their bid(s). Owner reserves right to verify the registration certificate provided, with relevant authorities.

11. CONTRACT PERFORMANCE BANK GUARANTEE [CPBG]

- a) As a Performance security, the successful Bidder, 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 bidder 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 bidder without any interest at the end of the warranty / guarantee period subject to fulfillment of all contractual obligations by the Bidder. 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 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



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during the entire period of contractual warrantee / guarantee.

12. PRICE REDUCTION FOR DELAY IN DELIVERY:

- a) The delivery period quoted must be realistic & specific. The inability of successful bidder to execute orders in accordance with the agreed delivery schedule will entitle DAFFPL, at its options, to:
- b) Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 10% of the total order value. Date of receipt of materials at owners premises shall be considered for calculation of price reduction
- c) The price reduction clause shall become applicable for deliveries made beyond the schedule delivery period.

13. INSURANCE

Supplier shall carry and maintain any and all statutory insurance(s) required under Indian Laws and Regulations, including Workmen compensation Act/ESI/Third party liabilities etc. and insurances for their personnel engaged in performance of the work at their own cost.

14. INSPECTION:

- a) Material shall be inspected by owner or its representative before dispatch of material from bidder works. Charges other than third party inspection, however, arranging & providing inspection facilities is entirely vendor responsibility and in no way should affect the delivery schedule.
- b) OWNER may, at its own expense, witness any test or inspection. In order to enable OWNER to witness the tests/inspections OWNER will advise the bidder in advance whether it intends to be present at any of the inspections.
- c) Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy OWNER that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor s responsibility shall also not be anywise reduced or discharged because OWNER or OWNER s representative(s) or Inspector(s) shall have examined, commented on the Vendor s drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- d) Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not



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to be in strict conformity with the contractual requirements or specifications, OWNER shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

15. UNLOADING & STACKING

Unloading & stacking will be arranged by consignee. However, advance information regarding expected date of delivery to Site In-charge must be given well in time for making unloading arrangements under advice to originator of ORDER.

16. PAYMENT TERMS

- a) Bidders to note that Advance Payment is not permissible in the contract.
- b) The following payment terms shall be applicable :
 - 80% payment will be released within 30th day from the receipt and acceptance of materials at site adjusting deductible if any and balance 20% after completion of supervision.
 - Supervision charges for Installation, Testing & Commissioning will be paid on Prorate basis as and when the Monitors are commissioned.

17. GUARANTEE/WARRANTY:

- a) Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 24 months from the date of dispatch whichever is later. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- b) All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at DAFFPL concerned location at vendor risk and cost on due notice.
- c) Alternatively, DAFFPL reserves the right to have the material repaired / replaced at the locations concerned, at the vendors risk, cost and responsibility, in case, vendor does not replace / repair the material.
- d) The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.
- e) Vendor shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.
- f) RISK PURCHASE CLAUSE: We reserve the right to curtail or cancel the order either in full or part thereof if bidder fails to comply with delivery schedule and other terms & conditions of the order. DAFFPL also reserves the right to procure same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences.



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18. **TEST & PERFORMANCE CERTIFICATES:** Bidder shall furnish Material test and Performance Certificates for the materials along with the challans and invoice.
19. Only in the event of causes of Force Majeure occurring within the contractual delivery period and if they impede the performance of contract, the delivery dates shall be extended on receipt of application from the bidder / Owner without imposition of penalty. Only those causes which depend on natural calamities, civil wars, fire and national strikes which have duration of more than seven consecutive calendar days are considered the causes of force Majeure. The decision of Owner shall be final and binding on vendor.
20. The Vendor must advise the Owner by a registered letter duly certified by Local Chamber of Commerce or statutory authorities and Owner must advise the Vendor by a letter, the beginning and the end of the delay immediately, but in no case later than within 10 days of the beginning and end of such causes of Force Majeure condition as defined above. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days either party may at its option terminate the contract.
21. Repeat Order: DAFFPL reserves the right to place repeat order up to the order quantity within SIX MONTHS from the date of original order on mutual agreement basis.
22. Any reference to the Govt. Acts /Regulations etc. in the Bid Document is only indicative, and it is entirely for the bidder to ascertain the applicable Acts/Regulations.
23. Rejected material lying in Owner premises must be replaced within 60 days from date of final report on rejection of material.
24. **RECOVERY OF SUMS DUE:** Whenever, any claim against bidder for payment of a sum of money arises out of or under the contract or in any other form, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other form and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to DAFFPL on demand the balance remaining due.
25. **PATENTS & ROYALTIES:** The vendor shall fully indemnify owner and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any



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arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against Owner in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately and the vendor shall at his/its own expense with (if necessary) the assistance of Owner (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

26. **LIABILITY CLAUSE:** In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen s Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendors workmen or employees shall under NO circumstances be deemed to be in owner s employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner s premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.
27. **COMPLIANCE OF REGULATIONS:** Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.
28. **REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:** In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time



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taken for replacement in such event will not be added to the contractual delivery period.

29. **NON-WAIVER** : Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by DAFFPL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of the any condition of this agreement by DAFFPL shall not be considered as a continuous waiver or waiver for other condition by DAFFPL.
30. **NEW & UNUSED MATERIAL**: All the material supplied by the vendor shall be branded new, unused and of recent manufacture.
31. **CANCELLATION**:
- a) DAFFPL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if –
 - i. The vendor fails to comply with the terms of this purchase order/contract.
 - ii. The vendor becomes bankrupt or goes into liquidation.
 - iii. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
 - iv. The vendor makes a general assignment for the benefit of creditors.
 - v. A receiver is appointed for any of the property owned by the vendor.
 - vi. Any other conditions where owners commercial interest get affected.
 - b) Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. DAFFPL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor s agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by DAFFPL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the DAFFPL. In this-event of DAFFPL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to DAFFPL, fair compensation to be agreed upon between DAFFPL and the vendor. The provision of this clause shall not prejudice the right of DAFFPL from invoking the provisions of price reduction clause mentioned aforesaid.



32. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION : The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive laws and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. DAFFPL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.
33. ASSIGNMENT: The Vendor can / does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of DAFFPL.
34. GOVERNING LAW: These General Purchase Conditions shall be governed by the Laws of India.
35. AMENDMENT: Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.
36. The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:
- a) **OWNER**, Client, Purchaser, buyer : means DAFFPL
 - b) **VENDOR**, tenderer, Bidder, Contractor, Seller, Supplier, manufacturer stated anywhere in the tender document carry the same meaning: It means the person, firm or the Company / Corporation to bidding and shall include its successors and assigns.
 - c) **INSPECTOR/ TPIA**: Person/agency deputed by Owner for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..
 - d) **GOODS / MATERIALS**: means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
 - e) **SITE / LOCATION**: means any Site where DAFFPL desires to receive materials anywhere in India as mentioned in tender
 - f) **CONTRACT**, Order or Purchase Order/CALL-OFF means the agreement for supply of goods/ materials for required quantity between Owner and Vendor, for a fixed period of time on mutually agreed terms and conditions.
 - g) The term MR means Material Requisition containing technical requirements and



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scope of work (technical), GPC means General Purchase Conditions containing commercial terms & conditions, PO means Purchase order issued after award of contract incorporating agreed deviations in MR, ATC means Agreed Terms & Conditions , RFQ means Request For Quotation.

- h) For the purpose of contract, the trade terms FOB, CFR and CIF, DAP shall have the meanings as assigned to them by INCOTERMS 2010 published by ICC, Paris.

37. REFERENCE FOR DOCUMENTATION :

The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Contract / Purchase Order.

After finalization of Contract / Purchase Order: The number and date of Contract /Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.

38. 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 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



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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 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.



Technical Specification for HVLR Foam Package

Modernization of Fuel Farm-IGI Airport,
Shahbad Mohammadpur, New Delhi

April 2015

Delhi Aviation Fuel Facility Private Limited

CONFIDENTIAL



Technical Specification for HVLR Foam Package

Modernization of Fuel Farm-IGI Airport,
Shahbad Mohammadpur, New Delhi

April 2015

Delhi Aviation Fuel Facility Private Limited

CONFIDENTIAL

Delhi Aviation Fuel Facility Pvt Ltd, Aviation Fuelling Station,
SahahbadMohammadpur, IGI Airport, New Delhi-110061

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Technical Specification for HVLR Foam Package

Modernization of Fuel Farm-IGI Airport, Shahbad Mohammadpur, New Delhi

CONFIDENTIAL



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1 Introduction

Existing Fuelling System i.e. Fuel Farm of Delhi Aviation Fuel Facility Pvt. Ltd. (DAFFPL) for refueling aircrafts at IGI Airport, New Delhi is slated for modernization and up-gradation so as to conform to International Standards for receipt, storage and dispensing of Jet A1 fuel.

At DAFFPL fuel farm, Jet A1 fuel is brought aboveground/underground pipe from Oil Terminals of IOCL and BPCL and also by road tanker. This fuel is stored in the Cone Roof Vertical Tanks installed in the fuel farm. Presently, the aircrafts are being refueled by hydrant pumps through fuel underground Jet A1 fuel hydrant pipe line.

This document specifies the minimum acceptable requirements set by the Purchaser / Owner for design, engineering, procurement, fabrication, assembly, inspection, testing, commissioning and delivery to site of HVLR foam trolley for its use where the water / foam monitor firefighting arrangement is "No Reach" for the aviation fuel tanks of DAFFPL, IGI Airport, and New Delhi

1.1 Scope

Both these portable (trailer / trolley mounted) foam generators shall be used to fight the fire at the specific areas of tank/s where hydrant & fixed water cum foam monitor throw is not accessible.

Deviation from good engineering practice is not intended. In the absence of any omission in this specifications, good engineering practices will prevail, utilising first quality new materials and with good workmanship.

1.2 Definitions

For the purposes of this document the following definitions shall be used.:

- Must/Shall the word 'shall' is to be understood as mandatory.
- Should the word 'should' is to be understood as strongly recommended.
- May the word 'may' is to be understood as indicating a possible course of action
- Purchaser Delhi Aviation Fuel Facility Pvt. Ltd., IGI Airport, New Delhi.
- Consultant Mott MacDonald Pvt. Ltd
- Supplier/Vendor Agency responsible for manufacture or supply of equipment and services to perform the duties specified by the Consultant.

1.3 Compliance

Compliance by the Vendor, with provisions in this specification shall not relieve him of his responsibilities to supply / deliver portable trailer mounted HVLR foam generating package conforming to the requirements and guide lines as specified in the mandatory codes and standards.

In case, there is a conflict between the Purchasers supplied documents and the referenced / mandatory specifications, the more stringent one shall prevail.

Should there be any deviation/ from this Specification or associated data sheets, the Vendor shall notify the Purchaser in writing and obtain Purchaser's decision in writing in respect of such deviation/(s).

1.4 Quality Conformance

The Vendor shall prove and satisfy the Purchaser that his obligations within the scope of this document are in accordance with the relevant section of BS EN ISO 9001. Prior to commencement

of work, the Vendor shall submit a Quality Plan and procedural specifications for Purchaser's review and approval.

The Quality Plan shall define scope of work of all the sub-vendors associated with the work. This Specification shall only indicate a general requirement and shall not relieve the Vendor of his obligations to comply with the requirements of the Contract.

1.5 Safety

All work shall be performed in accordance with the safety requirements listed in the contract documentation and any mandatory standards and legislation.

1.6 Site Particulars

1.6.1 Location

The site is located at Shabad Mohammadpur adjoining to Indira Gandhi International Airport, New Delhi. The site is approachable by road.

1.6.2 Environmental Design Parameters

Table 1.1: environmental design parameters

Site address	1st Floor, Wing "A", T-III Project Office, IGI Airport, New Delhi-110037	
Project	:	Delhi Aviation Fuel Facility Private Limited
Nearest Railway Station	:	New Delhi Railway Station
Nearest Airport	:	Indira Gandhi International Airport, New Delhi
Altitude	:	237 m
Operating Max. Temperature	:	48.4 °C
Operating Min. Temperature	:	-2.2 °C
Design Temperature	:	50 °C
Humidity, Maximum	:	100 %
Humidity, Minimum	:	25 %
Maximum Rainfall	:	20-30 mm in one hour duration
Designed Wind Velocity	:	47 m/s
Barometric Pressure	:	0.98 bar
Seismic Zone	:	Zone IV as per IS:1893

1.6.3 Design Temperature

The Maximum Design is to be considered with respect to above environmental design parameters given in table1.1.

1.6.4 Battery limits

1. Supply of the package at DAFFPL, Delhi site on 'FOR' (free on road) door delivery basis including **unloading** at site as per the instruction of EIC (engineer in charge).
2. The per diem rate for the services of erection & commissioning supervisor shall be furnished.
3. Cost shall be inclusive of loose supplied items like special tools kit, set of commissioning spares, 2 years maintenance spares, & commissioning manual for each HVLR-set.

1.6.5 Qualification Criteria

1. The Vendor shall have the single point responsibility for the complete package/s offered.
2. The Vendor shall be a regular manufacturer and supplier of the specified trailer mounted package.
3. Vendor in the last five years should have engineered, manufactured, tested, supplied and commissioned at least TEN (10) nos. of identical or similar packages (or higher capacity packages) in terms of capacity, pressure, purity and at least FIVE (5) of these packages shall have completed the continuous trouble free operations of a minimum 8000 Hrs. as on the bid due date in the last three (3) financial years. Vendor to give documentary evidence (confirmation from the purchaser).
4. The listing of these sr. no. 3 data shall also have 'start date / end date / value in In. INR. / US \$' for their executed ordered of last 10 / 5 years as well as **current year data** with 'start date / scheduled end date / value in INR. / US \$'. The data asked shall be in three different sheets.
5. The vendor shall have full-fledged service support set-up in India or have appropriate arrangements for the same with the established local reputed company.
6. The offered packages shall be of proven make from the existing production range of the HVLR trailer package.
7. The vendor shall be required to submit the documentation and proof for above requirements. If found necessary, purchasers may at his discretion to make additional checks for the same.

1.6.6 Bid Submission

1. Two copies of bid are to be submitted in a separate sealed envelope, super scribed with the item and due date.
2. The equipment / package are to be offered on lump-sum turnkey (LSTK) price basis as per Price Preambles. The per diem rate for the services of erection & commissioning supervisor shall also be furnished.
3. The rates for mandatory spares for 2 years shall also be furnished separately.
4. Vendor shall clearly mention whether equipment shall be transported in fully assembled condition or in a knocked down condition and to be assembled at site. Vendor shall punch match marks to avoid confusion at site.
5. Bids through Telex / Fax/ E-mail are **NOT** acceptable.
6. Vendors are advised to quote strictly as per terms and conditions of the tender documents and clearly stipulate any deviations / exceptions or alternate design. The deviations / exceptions shall be listed separately for each specification / document with cross-references and proper reasons for the deviations / exceptions. In case of any deviation not listed under the 'List of deviations / exceptions to the specifications' but appear in other part of the bid, the same shall not be considered/ applicable.

7. Please note that the owner / purchaser reserve the right to reject any or all the vendors and accept complete or partial bids without assigning any reasons thereof.
8. All electrical (if any) equipment shall be designed for outdoor installation.

1.6.7 Instrument / Electrical Supply (not applicable)

1. 240 V ± 10 % AC, 50 Hz ± 5 % single phase supply shall be provided by the Owner at one point at site.
2. 430 V ± 10 % AC, 50 Hz ± 5 % three phase supply shall be provided by the Owner at one point at site.

1.6.8 Area Classification

1. The offered packages shall be used for Classified Hazardous area of the DAFFPL, Delhi site.

2 Technical Specification for High Volume Long Rang (HVLR Trolley Mounted)

2.1 Scope

This specification covers the requirements regarding design, materials, fabrication, performance testing, supply, warranty and comprehensive maintenance of UL Listed / FM Approved High Volume Long Range Foam- Cum-Water Monitor non-aspirating type, along with foam induction mechanism of following types;

- a) 1000 USGPM Trolley Mounted Variable Flow (1000/ 750/ 500 USGPM)

The above types of HVLR shall be supplied in accordance to the respective data sheets and this specification. In case of conflict between this specification and respective data sheet, the provisions of the data sheet shall govern. The above HVLRs are intended for use in fire-fighting application at Fuel Farm of Delhi Fuel Facility Pvt. Ltd., IGI Airport New Delhi. The scope of this tender shall include, but not limited to following;

- Design, Procurement of brought out items, fabrication & Supply of UL Listed / FM Approved High Volume Long Range Foam-Cum-Water Monitor non-aspirating type, along with foam induction mechanism as per respective data sheets. Foam induction mechanism shall be capable of feeding foam concentrate to the monitor from a horizontal distance of 60 meters from the monitor nozzle.
- Carrying out various Factory & Site Performance Testing of the HVLR as per this specification and data sheet.
- Comprehensive AMC (Annual maintenance contract) for 3 years post warranty period of 2 years.

2.2 Monitor & Foam Induction

2.2.1 Monitor

- a) The Monitor shall be designed for mounting on movable type trolley / Stand Post Type at fixed locations with Fixed / Variable flow as per the respective data sheet. The monitor shall have feature of variable flow / Fixed Flow as per the respective data sheet, flow to be adjusted manually. The monitor shall be capable to give discharge in the form of hollow jet and Fog/ Spray arrangement. Such adjustments shall be possible manually. All the operation of the monitor viz. Horizontal movement, Vertical movement, Jet/spray adjustment should be possible manually from Monitor (without use of power).
- b) The monitor shall be able to discharge following flows at a pressure of 7.0 Kg/cm² (g)* at the mating/mounting flange as per the enclosed data sheet. The foam compound shall be AFFF/AR-AFFF.

Table 2.1: Flow Capacity

Type of HVLR	Flow Capacity
2 nos. x 1000 USGPM Trolley Mounted	Variable Flow - 1000/ 750/ 500 USGPM with Single Nozzle

With pressure of 7.0 Kg/cm² (g) at base flange (first flange from the existing hydrant line, which shall be 300 mm above the main hydrant line), and Nozzle at 300° from horizontal (mating / mounting flange as reference) the Monitor shall be capable of giving following minimum kinematic performance as per the respective data sheet.

Table 2.2: Kinematic Performance

Type of HVLR	Min Kinematic Performance
2 nos. x 1000 USGPM Trolley Mounted (Water/ Foam)	HORIZONTAL 500 USGPM – 50/45 m at 30° 1000 USGPM- 50/45 m at 30° VERTICAL 500 USGPM 16 / 15 m at 25 m at 45° 20 / 18 m at 20 m at 60° 1000 USGPM 20 m at 35 m / 20 m at 30 m at 45° 26/22m at 20m at 60°

- c) Throw to be calculated on the basis of arithmetic average of throws (measured from monitor base flange to approximate centre of the footprint) in downwind & upwind directions at still wind conditions (maximum 4 km. /hr. as per New Delhi Region) at the time of performance test. Flow variation of + 5 % is permissible.
- d) The nozzle shall be able to produce foam with foam expansion ratio of 1:3 to 1:7, in line with relevant NFPA / UL / FM standards (with valid test certificates for expansion ratio, foam viscosity, drain time & burn back resistance tests) & monitor shall have suitable nozzle for connecting hose for hook-up with foam induction mechanism.
- e) The pattern of the Water/foam jet nozzle shall be adjustable from straight to 140°. Wide spray.
- f) The monitor shall have traversing mechanism to give 340° in either direction in horizontal plane and (+) 90°&(-) 45° in vertical plane through swivel joints operated by worm and worm wheel operated geared unit. There shall be separate hand wheels for horizontal and vertical movement of the monitor. The arrangement shall be such that monitor movements can be done by a single person. All the gear mechanisms shall be sealed by proper enclosure to avoid accumulation of dust on lubricated parts. Both the traversing mechanisms shall be self-locking type. There shall also be a hand operator to change the position of nozzle (Jet/spray adjustment).
- g) The Swivel Joints shall have SS ball bearing with efficient sealing.
- h) The monitor shall be variable flow adjustment type / Fixed Flow type as per the respective data sheet. For variable flow type HVLR, it should be possible to set all Flow settings easily and quickly at site by the operator.
- i) There shall not be any flanged joint on the monitor body, except one at base Flange. Other Joints between monitor body & nozzle shall be threaded / welded type.
- j) A pressure gauge to indicate the inlet pressure shall be fitted on the monitor body near inlet of nozzle. Pressure drop across the monitor should be less than 10 PSI.
- k) A drain connection with valve shall be provided near the base flange.
- l) Monitor will be painted with following painting specifications:

- i. Surface preparation – sand / shot blasting to SA 2½.
- ii. Primer (2 coats of epoxy base red oxide zinc phosphate primer) of 40 micron DFT max. + One coat of MIO; (micaceous iron oxide paint) 75 DFT.
- iii. Finishing Coats: Two Finishing coats of Polyurethane paint of 40 DFT microns. The finishing coats shall be as per IS: 2932 and conforming to shade no. 536 of IS:5
- m) The monitor shall be so designed as to resist the nozzle reaction forces during operation and shall be capable of being handled by one person.
- n) It should be also possible to operate the monitor at 10.5 Kg/cm² pressure at Inlet flange.

2.2.2 Foam Induction System

- a) Foam feeding shall be by a separate & single aqua powered foam induction system. The induction system should be UL listed or FM approved.
- b) The Foam Induction system should be capable of feeding foam concentrate to the monitors from a horizontal distance of up to 60 meters from the Monitor Nozzle so as to comply with the performance criteria stipulated in the tender.
- c) The inlet and outlet of foam Inductor shall be provided with Standard 63- mm male and female instantaneous couplings as per IS:903.
- d) The length of the foam pick up tube shall be 3-4 Meters. It should be possible to induct 3% foam for all the flow settings for variable flow HVLR and at rated flow for fixed flow HVLR, however, variation of +20% of the induction rate is permissible. Manual valve shall be provided at foam inductor to set foam induction as per flow setting of the monitor.
Alternately, the change in flow rate of the foam induction system using different orifice plates can be accepted provided this system is approved by UL / FM. The entire three / two orifice shall be integrated into one unit for ease & quick operation.
- e) Vendor to design and fabricate a suitable capacity trolley made of channels with MS plate of minimum 5 mm thickness welded and mounted on two standard make solid rubber tyres with solid beam axle on heavy duty elliptical springs which can take the load of entire unit. All the operating area with chequered plate coated with aluminium paint) shall be provided.
- f) Trolley shall be designed to withstand the maximum vertical /horizontal thrust forces envisaged during operation of monitor.
- g) A suitable towing eye bolt of 80 mm diameter at the front of the trolley, of sufficient strength, should be provided so that trolley can be towed.
- h) Suitable lockers shall be provided to accommodate following.
 - i) Toolbox shall also be accommodated in the locker.
 - j) Braking system shall be provided. Trolley shall be designed in such a manner that during full operation, it should not get dragged and fully stable.
 - k) Supporting legs (4 nos.) made of heavy grade MS pipes and foldable front bar for facilitating manual towing shall be provided.
 - l) Trolley shall be equipped with reflectors both in front & back.
- m) Trolley should have proper anchoring system to hold the trolley firmly during operation of monitor.
- n) The trolley shall be properly painted with epoxy paints (As per 2.1.1-I) for external corrosion protection as per the data sheet, wherever applicable.
- o) Bidder shall design and fabricate the trolley in such way that it shall be maneuverer easily with full capacity of foam compound and accessories. The trolley shall also have provision for towing the trolley by external prime mover.

2.3 Material of Construction

Table 2.3: Material of Construction

Item/Part	Material of Construction
Nozzle	SS316 / SS-316 L / Brass
Monitor Body	SS316 / SS-316 L
Flange (150 # rating, ANSI B16.5 rating size 200/150 mm NB)	SS316 / SS-316 L
Swivel Joints	SS316 / SS-316 L
Worm	SS316 / SS-316 L
Gear	SS316 / SS-316 L
Spindle for worm	SS316 / SS-316 L
Hand-wheel for Nozzle, horizontal/vertical movement	SS316 / SS-316 L / SS-304
Pick up tube	PVC tube reinforced with high tensile steel wire helix as per ASTM D1785 sch.80 (3-4 meter length)
Drain connection	SS316 / SS-316 L
Drain valve	SS316 / SS-316 L
Foam strainer(removable type)	SS316 / SS-316 L
Foam Induction device / system / mechanism	SS316 / SS-316 L
Foam Induction Couplings(63 mm)	SS316 / SS-316 L / Brass
Nuts/bolts/studs at Monitor	SS316 / SS-316 L
Mounting Brackets for Motors/Limit Switches.	SS316 / SS-316 L / SS-304

2.4 Approval

The Monitor, Foam Nozzle and Foam Induction device / mechanism shall be UL Listed or FM approved with following features;

- Nozzle : Non-Aspirating Nozzle
- Monitor Flow (Foam solution) : Fixed / Variable (as per the respective data sheet) in single nozzle
- Operating Pressure : 100 PSI
- Induction : Aqua powered variable flow foam induction mechanism / device (single) suitable for all the flow rates of monitor for Variable flow HVLR / rated flow for fixed flow HVLR, as per the respective data sheet.

2.5 Workmanship and Finish

All the parts shall have good workmanship and finish. All burrs and sharp edges shall be removed. Passages for foam/water shall have smooth finish.

2.6 Painting and Marking

All external surfaces shall be properly shot blasted & painted as per specification.

Each monitor shall be clearly and permanently marked (embossed on SS plate) with the following:

- a) Manufacturer's/Supplier's name:
- b) Year of manufacturer:
- c) Purchaser's name and Order Reference:
- d) Capacity:
- e) UL / FM marking for monitor / nozzle /Inductor

2.7 Site work

During erection, installation and commissioning of the monitor at site, Bidder shall have to depute their supervisor for supervising erection & commissioning assistance. Bidder shall quote L.S. charges for supervision for each monitor along with the priced offer.

Bidder shall quote Lump Sum charges for supervision assistance during installation of monitors & associated jobs.

Supervision charges shall be inclusive of all to and fro travel to the location, local transport, boarding & lodging, communication charges etc. complete.

2.8 Exclusion

Fire water mains up-to inlet base flange of monitors is excluded from Bidder's scope.

Construction of support platform /elevated platform / structure .However, design & construction details for support Platform to be provided by the bidders.

2.9 Performance guarantee

The manufacturer shall guarantee the material, workmanship and the performance of the entire unit for a period of two-year from the date of acceptance of the material at site. The Bidder shall rectify any mechanical defect, faulty workmanship or operational defects found or replace the item(s) during this period without any extra cost to DAFFPL.

2.10 Packing

- a) The entire unit shall be packed in proper crates to ensure that no damage takes place during transportation.
- b) All the equipment shall be divided into multiple sections for protection and ease of handling during transportation. The equipment shall be properly packed for the selected mode of transportation, i.e. by ship, rail or trailer. The equipment shall be wrapped in polythene sheets before being

- placed in crates/ cases to prevent damage to finish. The crates/ cases shall have skid bottoms for handling.
- c) Special notations such as “Fragile”. “This Side Up”, “Centre of gravity”, “Weight”, ‘Owner’s particulars’, ‘ Purchase Order No.’ etc. shall be clearly and indelibly marked on the packages together with other details as per purchases as per purchase order.
 - d) The equipment may be stored outdoors for long periods before installation. The packing shall be completely suitable for outdoor storage in areas with heavy rains and high ambient temperature unless otherwise agreed. In order to prevent movement of equipment/components within the crates, proper packing supports shall be provided.
 - e) A set of instruction manuals for erection, testing and commissioning, a set of operation and maintenance manuals and a set of final drawings shall be provided and enclosed in waterproof cover.
 - f) Packing should be strictly done separately for DAFFPL, IGI Airport, New Delhi, with clear demarcation on the casing about the destination address to avoid any confusion / re-transportation.

2.11 Inspection & Testing Of Monitors

2.11.1 Factory inspection:

Bidder shall furnish Quality Assurance Plan (QAP) along with the Bid. The QAP shall include stipulations as given below with respect to Third Party Inspection Agency (TPIA). Prior to dispatch from Bidder’s shop the following acceptance tests shall be carried out by the Bidder to the complete satisfaction of owner’s representative/ DAFFPL’s authorized inspection agency without any extra cost to owner. All consumable (e.g. water, foam compound etc.) shall be arranged by Bidder at his own cost. Bidder shall arrange all facilities to carry out inspection & testing.

- a) Review of material Test Certificates by TPIA.
- b) Visual and dimensional check by TPIA Hydraulic test of each monitor body at minimum 25 Kg/cm² or hydraulic test pressure specified by UL Listing or FM whichever is higher. The pressure shall be held for minimum five minutes without any leakage or distortion of the any part. (100% by TPIA, 100 % performance by Bidder)
- c) Performance test shall be carried out for all the monitors & witnessed 100% by the TPIA. Testing shall be carried out to verify the following performance parameters as per above specification :
 - i. Measurement of Flow Rates (Fixed / Variable) as per the respective data sheet, at 7 Kg/cm² pressure at inlet flange. (Variation of +5% is acceptable).
 - ii. Horizontal Movement at highest flow setting for variable flow HVLR and rated flow for fixed type HVLR (as per respective data sheet) flow manually by hand wheel.
 - iii. Vertical at highest flow setting for variable flow HVLR and rated flow for fixed type HVLR (as per respective data sheet) flow manually by hand wheel.
 - iv. Jet / spray pattern adjustment manually using lugs/handle.
 - v. Horizontal & vertical Throw for foam & water at all the flow settings for variable flow HVLR / rated flow for Fixed flow HVLR, pressure at inlet flange 7 Kg/cm²)
 - vi. Foam Expansion ratio 1:3 to 1:7

- vii. Foam Induction rates at all the flow settings for variable flow HVLR / rated flow for Fixed flow HVLR.
- viii. Smooth functioning of Changeover of flows by single person without using tools.

2.11.2 Site Performance test:

Bidder to demonstrate performance of all the monitors for vertical throw with Foam and water in line with tender requirements of Horizontal distance of monitors from Tanks and Height of Tanks.

2.11.3 Approved Third Party Inspection Agency (TPIA):

Our registered Third Party Inspection Agencies are LRIS / DNV/ IRS / EIL / TUV

2.12 Information/Documents required from bidder

2.12.1 With Bid

Details and drawings of the offered foam cum water monitor with Bill of Material of monitor & accessories. Details & Drawings shall be in line with UL listing or FM approval document of the Bidder.

Following Performance details;

- a) Projectile curves of both water and foam streams showing horizontal & vertical throw for foam and water for all the three flow rates at Nozzle angles 30°, 45° & 60° from horizontal planes.
- b) Foot print (shape, size, area) of both streams at landing zone.
- c) K-factor of the nozzle with supporting calculations.
- d) Test reports indicating foam properties discharged from nozzle (1:3 to 1:7), which includes expansion ratio; drain time, foam viscosity and burn back resistance.
- e) Pressure drop across the monitor.
- f) Bidder to give details of the proposed foam induction system and schematic sketch of the monitor with Foam induction and foam source along with the technical bid.
- g) Valid certificates of UL Listing or FM approval of offered manually operated foam-cum water monitor, foam nozzle and foam induction mechanism.
- h) General Arrangement Plan (GAP) incorporating the stipulated inspection and testing requirements.

2.12.2 AT The Time of Delivery of HVLRs:

- a) Four sets of documents (duly certified by TPIA) to be provided to DAFFPL in Hard & Soft form.
- b) Successful bidder on award of work shall submit GA Drawing (s) of Monitor giving details on Foam induction system, mounting arrangements & Schematic arrangements of monitor to DAFFPL's site team for site preparation. The technical data & other requirements as specified in the tender documents and as agreed during technical stage shall be fully complied by the successful bidder without any deviation. Any deviations from the tender requirements noticed during installation or after commissioning, the same shall be rectified / replaced by the bidder without any additional cost to DAFFPL.
- c) As built drawings of monitor assembly.
- d) Installation procedure.

- e) All inspection and testing records.
- f) Operating and instruction manual.
- g) Testing and maintenance procedure/manual.
- h) All documents shall be submitted in English language only.

2.13 Commissioning assistance

The DAFFPL shall give commissioning call through email/ Fax to the Bidder, the Bidder shall depute their representative within 10 days of the commissioning call. The broad scope of erection and commissioning includes but not limited to the following:

- a) Erection / trials Supervision of HVLR and its components at different isolated 'No reach' corners of each tank of the DAFFPL, Delhi facility.
- b) Basic Training to Operating Personnel at Site
- c) Checking of mechanical functionality of HVLR and all its components and providing final clearance for commissioning of monitors.
- d) Commissioning spares, if applicable has to be provided by the Bidder and the same is deemed to be included in the quoted rate.
- e) Owner shall arrange for erection team with standard tools and tackles required for erection. Special commissioning and testing tools, if required shall be arranged by Bidder.
- f) Commissioning report to be prepared and jointly signed by Bidder and owner.

2.14 Method of Measurement

The item shall be measured in numbers.

2.15 Basis of Payment

Payment terms shall be as per "DAFFPL" terms and conditions.

3 Data Sheet for 1000 USGPM Trolley Mounted Variable Flow Foam-Cum-Water Monitor (UL/FM Approved)

Table 3.1: Data Sheet

SN	Description	Specification	Bidder's Confirmation
A	General		
1	Location	Outdoor	
2	Type	Stand Post Type (Fixed) Trolley Mounted, Single Barrel, Lever Operated, Non Aspirating, Field, Adjustable Variable flow.	
3	Scope of Supply	Monitor: UL Listed / FM Approved. Nozzle: UL Listed / FM Approved. Foam Induction Mechanism: UL Listed / FM Approved). Trolley	
4	Qty.	2 sets	
5	Approval	UL Listed/ FM Approved (copy of UL Listing / FM approval for the offered Monitor shall be submitted along with the Technical Bid)	
6	Manufacturer Name	Bidder to specify	
7	Model No.	Bidder to specify (Monitor / Nozzle/ Foam Induction System)	
B	Operating Condition		
1	Fluid Handled	Water / Foam Solution	
2	Temperature	Ambient	
3	Pressure	Max 12.6 Kg/cm ² (g) Min 7.0 Kg/ cm ² (g)	
C	Design Features		
1	Monitor	Operation Type: Manual Movement: Horizontal - 340° Vertical -105° (+90° to, (-) 15°.	
2	Nozzle	Type: Water cum Foam Diffuser type with Hollow Jet and Fog / Spray Forms with Foam Pick up tube Pattern: Adjustable from straight to 140°	

SN	Description	Specification	Bidder's Confirmation
		wide spray Foam Expansion Ratio: 1:3 to 1:7	
3	Foam Induction Mechanism	Self-inducting, Aqua Powered, Able to induct 3% foam. Capable of Feeding Foam concentrate to the monitor from a horizontal distance of up to 60meters from monitor nozzle/Centralized Foam System Inlet / Outlet: 63mm male/ Female instantaneous coupling as per IS:903 Foam Pick up tube – 3-4 meters	
4	Performance	Operating Pressure- 7.0 Kg/cm ² g Flow Rate- Variable (1000 USGPM) with single nozzle	
5	Min Kinematic Performance with 7Kg/cm ² pressure at Inlet Flange(Water / Foam)	Horizontal 1000 USGPM – 70/65m at 30°	
		Vertical: 1000 USGPM 22m at 35m / 22 m at 30m @ 45° 26 / 24 m at 20m at 60°	
D	Materials		
1	Nozzle	SS316 / SS-316 L / Brass	
2	Monitor Body	SS316 / SS-316 L	
3	Flange	SS316 / SS-316 L	
4	Swivel Joint	SS316 / SS-316 L	
5	Worm	SS316 / SS-316 L	
6	Gear	SS316 / SS-316 L	
7	Spindle for worm	SS316 / SS-316 L	
8	Hand-wheel for Nozzle, horizontal/vertical movement	SS316 / SS-316 L // SS-304	
9	Pick up tube	PVC tube reinforced with high tensile steel wire helix as per ASTM D1785 Sch.80 (3-4meter length)	
10	Drain connection	SS316 / SS-316 L	
11	Drain valve	SS316 / SS-316 L	

SN	Description	Specification	Bidder's Confirmation
12	Foam strainer(removable type)	SS316 / SS-316 L	
13	Foam Induction device / system / mechanism	SS316 / SS-316 L	
14	Foam Induction Couplings(63 mm NB)	SS316 / SS-316 L / Brass	
15	Nuts/bolts/studs at Monitor	SS316 / SS-316 L	
E	TRAILOR		
1	Description	Trailer with Piping & Manifold Connections, Foam Tank, Foam Induction System as per specifications.	
2	Inlet Connection	63mm Male Instantaneous Coupling with Inbuilt NRV and SS Ball Valve	
3	Drain Connection (header)	1/2" with SS Ball Valve	
4	Size X No. of Inlet Couplings	Min of 63mm inlet coupling with independent isolation SS Ball /Butterfly valve.	
5	Trailer Body (Structure, Plates, Axle)	Carbon Steel	
6	Water Pipes (Trailer & manifold)	Carbon Steel (Min Schedule 40thk. / HW class C ERW)	
7	Trailer Nuts & Bolts	Carbon Steel (Chromium Plated)	
8	Towing Eye	Yes (Carbon Steel)	
9	Towing Handle	Yes (Carbon Steel)	
10	Castor Wheel	1 No. on Front Side (PVC)	
11	Tyre	2 Nos. standard Solid rubber tyres .Bidder to specify the size and make in the technical bid	
12	Accessories	Brake (CS) Jack Leg Assembly (CS) Mud Guard (CS) Leaf Springs (CS) Standard Reflector (Rear & Front) Aluminium coated Chequered Plates	
F	Test & Inspection		
1	Visual & Dimension (10% Witness by TPIA & 100% Review	Yes	
2	Hydrostatic Test (100 % by TPIA, 100 %	25 Kg/cm ² (g) for 5 minutes, without any leakage or distortion of the any part.	

SN	Description	Specification	Bidder's Confirmation
	Performance by Bidder)		
3	Performance Tests (100 % by TPIA, 100 % Performance by Bidder)	Measurement of Flow Rates: (1000USGPM) at 7 Kg/cm ² pressure at inlet flange Horizontal Movement at 1000 USGPM flow Manually by hand wheel. Vertical Movement at 1000 USGPM flow Manually by hand wheel. Jet/spray pattern adjustment manually using lugs/handle Horizontal & vertical Throw for foam & water at all the three 1000 USGPM settings (pressure at inlet flange 7 Kg/cm ²) Foam Expansion Ratio Induction rates at all the three 1000 USGPM settings Smooth functioning of Changeover of flows by Single person without using tools.	
4	Site Performance Tests	100% with Foam after installation	
G	Painting		
1	Monitor	As per Specifications (1.2.1-L)	
2	Trailer	As per Specifications (1.2.1-L)	
H	Documents Required		
1	UL Listing / FM Approval of the offered HVLR - Monitor, Foam Induction mechanism &Foam Nozzle	Bidder to submit along with the Technical Bid	
2	GA Drawing of the HVLR and Foam Induction System	Bidder to submit along with the Technical Bid	
3	Schematic Sketch of the monitor with foam induction and foam source	Bidder to submit along with the Technical Bid	
4	Projectile Curves for Water & Foam	Bidder to submit along with the Technical Bid	
5	Foot Print at Landing Zone	Bidder to submit along with the Technical Bid	
6	K Factor of the Nozzle	Bidder to submit along with the Technical Bid	
7	Pressure Drop across	Bidder to submit along with the Technical Bid	

Technical Specification for HVLR Foam Package

Modernization of Fuel Farm-IGI Airport, Shahbad Mohammadpur, New Delhi

CONFIDENTIAL



SN	Description	Specification	Bidder's Confirmation
	monitor		
8	Valid test certificates for expansion ratio, foam viscosity, drain time & burn back resistance tests	Bidder to submit along with the Technical Bid	



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ANNEXURE II – DEVIATION SHEET

EXCEPTION AND DEVIATIONS STATEMENT				
S.NO.	PAGE NO. OF TENDER DOCUMENT	CLAUSE NO.	SUBJECT	DEVIATIONS

Bidder shall list all the deviations in the following given format only on their Letterhead. The Deviation sheet should be submitted along with technical bid.

In case no deviation sheet is submitted along with technical bid, it would be concluded that bidder has accepted all specifications, terms and conditions.



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ANNEXURE III – DECLARATION SHEET

Date:

DECLARATION

We, M/s _____ hereby, unconditionally accept all terms & conditions of TENDER NO. : DAFFPL/MOD/FF/2015-16/02 dated 08.05.2015 (JOB: TENDER FOR SUPPLY OF TROLLEY MOUNTED HIGH VELOCITY LONG RANGE MONITORS) including Scope of job, quantities, completion period, terms & condition without any deviations.

Sign & Stamp of Bidder

Note: In case of deviations (whether technical or commercial) the above declaration should not be submitted and the deviations should be mentioned separately on bidders letter head with the heading "DEVIATION SHEET". In absence of "DEVIATION SHEET", it would be concluded that bidder has submitted his offer as per tender specifications, terms & conditions. Corrections in tender booklet will not be accepted.



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ANNEXURE-IV

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 nits 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



ANNEXURE-V

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- VI

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 VII

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 bidder

NOTE: If a bidder 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.

Price Preambles

The Bidder shall carefully go through the various clauses of Tender document inclusive of Scope of Enquiry, General Conditions of Contract, Special Conditions of Contract, and Tender Specifications etc. The bidder shall include in his rates any sum he may consider necessary to cover the fulfilment of the various clauses contained therein. The items of work described and the LSTK (lump-sum turnkey) price stated in the Schedule of Price shall be inclusive of everything necessary to complete the said items of work within the contemplation of the Contract and beyond the prices no extra payment shall be allowed for incidence of contingent work, labour, materials and plant.

The details submitted in the Tender are furnished for the bidder's convenience and the Owner does not in any way assure the bidder or guarantee that the work should exactly correspond thereto. The price shall be valid for any variation of the quantity if required to complete the work in all respect to the full satisfaction of the Owner.

Provided that where any provision of the specification is repugnant to or at variance, unless a different intention appears, the revisions of the Bill of Quantities shall be deemed to override the provisions of the specification and shall prevail to the extent of such repugnance of variation.

General directions and descriptions of work and materials given in the specifications are not necessarily repeated in the Schedule of Price.

Irrespective of the price bid opening date, the price and amount if quoted in USD (US Dollar) currency only based on the international bank selling rate on the enquiry due date. The cost shall be paid in Indian rupees only. For evaluating & comparison with Indian bidder's price purpose only the USD to Indian rupee reference cost shall be considered.

The quantity of HVLR-set items indicated in the Specification details are for information only.

The Installation means only *providing services for 'Installation & commissioning supervisor per dime rate'*.

1 Price schedule & Bill of quantities

Price Schedule (separately sealed cover with enquiry no. & due date)

SN	Scope	Qty.	Unit rate	LSTK total cost
1	Design, manufacture, supply of FM / UL certified skid mounted Supply of 1000 GPM HVLR trolley package at DAFFPL, Delhi site on 'FOR' (free on road) door delivery basis including unloading at site as per the instruction of EIC (engineer in charge) along with loose supplied special tools kit, set of commissioning spares, 2 years maintenance spares, & commissioning manual for each HVLR-set.	2		
2	The per diem rate for the services of erection commissioning supervisor be furnished	10		
Total LSTK rate (SN 1 & 2)				

Total Amount in Words:

Signature of the Bidder along with Company Seal