



**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/2015-16/17**

**INVITING TENDER FOR SALE OF USED ELECTRICAL ITEMS**

**ON**

**“AS IS WHERE BASIS IS”**

**BID DUE DATE & TIME: 1500 Hrs. IST on February 01<sup>st</sup>, 2016**

**OPENING OF BIDS: 1100 Hrs. IST on February 02<sup>nd</sup>, 2016**



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**PRICE/OFFER BID FORMAT**

**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.**

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# DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

## TENDER NOTICE DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

### INVITING TENDER FOR SALE OF USED ELECTRICAL ITEMS ON “AS IS WHERE IS BASIS” TENDER NO: DAFFPL/MOD/FF/2015-16/16

**Delhi Aviation Fuel Facility (P) Ltd (DAFFPL)** invites sealed tender for sale of used electrical items on “As is where is basis” from industry owners, dealers, individuals and others who are interested in buying in used electrical items.

**Brief Scope of work:**

We intends to sale used electrical items on “As Is Where Is Basis” at our DAFFPL office.

Bid Security (EMD):	As mentioned in the Tender document
Date, Time & Venue for Voluntary Pre-bid Meeting:	January 22 <sup>nd</sup> , 2016; 14:30 HRS (IST) at DAFFPL, Aviation Fuelling Station, Shahabad Mohammadpur, New Delhi-110061
Bid Due Date, Time & Place of Submission:	Upto 15:00 HRS (IST) on <b>February02<sup>nd</sup>, 2016</b> at the office of the Chief Executive Officer, DAFFPL, Aviation Fuelling Station, Shahabad Mohammadpur,

Detailed Invitation for Bids (IFB) along with 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 SALE FOR USED ELECTRICAL ITEMS ON “AS IS WHERE IS BASIS” AT 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 sale used electrical items on “as is where is basis”.

The details of specifications of used electrical items available for sale are enclosed along with this tender document.

**Delhi Aviation Fuel Facility Private Limited (DAFFPL)** invites sealed tenders in prescribed tender form under single-bid system. For viewing details including EMD, BID QUALIFICATION CRITERIA etc. please visit our web site [www.daffpl.in](http://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 Bids shall be initially scrutinized by a team as per tender requirements. The price bids of only bidders submitted all required documents will be opened, evaluated and shortlisted for Placement of Contract/Sale Order.
2. Each page of bid documents is to be duly signed & stamped by the bidder before submitting the Tender.
3. 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.
4. We request the bidder to carefully go through all tender documents before submitting the offer.
5. 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.
6. Please note that queries related to 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 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.
7. **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.
8. EMD & price/offer bid shall be opened on **February 02<sup>nd</sup>, 2016 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.
9. 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



## DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

working hours

Mr M Vishnu Vardhan Project Officer <a href="mailto:Vishnu.vardhan@daffpl.in">Vishnu.vardhan@daffpl.in</a> , <a href="mailto:bksingh@daffpl.in">bksingh@daffpl.in</a> 8826000228	Mr Manish Kumar Project Coordinator <a href="mailto:consultant@daffpl.in">consultant@daffpl.in</a> 9810640818
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10. **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.
11. A Pre-bid meeting is scheduled for **22/01/2016 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.
12. **Tender document can be collected from our office located at Shahabad Mohammadpur at free of cost and also can be downloaded from our website [www.daffpl.in](http://www.daffpl.in).**
13. **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 Ten Thousand INR**
  - 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.

14. **Site Restriction:** Successful bidder will have to follow all the security norms and procedures for entry and exit to the facility. All the entry procedures for labors / machinery/vehicles as per the rules of the DAFFPL will have to be followed by the bidder. The contractor/bidder may have to follow the timings of the facility and have to work under restricted conditions. The normal working hours of plant is 0930 Hrs to 1800 Hrs on Monday to Friday except holidays. Working beyond above normal working hours / holidays/ Sundays are to be with prior permission of Engineer in charge and relevant facility officers. **It is suggested that the Tenderer must visit the site in order to have a better idea of site conditions and factors**
15. **Safety:** The contractor/bidder and his personnel have to obey all rules and regulations of the plant. The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and DAFFPL instructions that may endanger safety of men, equipment, material and environment. Cost of damage, if any, to life and property arising out of such violation of statutory regulations and DAFFPL instructions shall be borne by the tenderer.
16. Tenderers are free to inspect the material at the DAFFPL, Aviation Fuelling Station, Shahabad Mohammadpur, New Delhi-110061 from 11.30 hrs to 16.00 hrs on any working day from Monday to Friday w.e.f. 12.01.2016 with prior appointment.
17. **Completion Time:** Time is the essence of the contract. The time period of contract is **20 (Twenty) days** from the date of Letter of Intent.
  - If the material is not lifted within 20 days, the successful bidder shall not be allowed any extra time to lift the scrap and the EMD and all his deposits shall be forfeited.
18. All responsibility related to labor, P.F., ESI, Insurance etc. as applicable will be of the successful Tenderers. DAFFPL shall not be responsible for the same. All Tenderers shall submit the self-attested copy of PAN card while submitting the offer.



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THE FORMS /ATTACHMENTS TO THIS TENDER ARE AS UNDER:

1. Covering Note – CHAPTER: 1
2. Instruction To Tenderers - CHAPTER: 2
3. General Terms & Conditions Of The Sale- CHAPTER: 3
4. Annexure attached are as follows:
  - Annexure I – SPECIFICATION
  - Annexure II – DECLARATION SHEET
  - Annexure III – FORMAT FOR DRAFT BANK GUARANTEE IN LIEU OF BID SECURITY (EMD)

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

**Chief Executive Officer**  
DAFFPL, New Delhi





## CHAPTER 2: INSTRUCTIONS TO TENDERERS

1. The Tenderers 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. Tenderer is requested to submit their bids taking full notice of all the terms and conditions, forms & attachments to this tender. Bids must be submitted in Physical form only.
3. Owner reserves the right to accept / reject any or all bid documents at their sole discretion without assigning any reason whatsoever.
4. Owner is not responsible for any delays from tenderer/bidder end.
5. Owner reserves the right to make any changes in terms and conditions 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. DAFFPL reserves their right to negotiate the quoted prices with highest bidder.
9. Bidders would be qualified based on data and documents submitted by them.
10. Owner's decision on any matter regarding short listing of vendors shall be final and no corresponding in this regards will be entertained.
11. 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



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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.

12. 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.
13. 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](http://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.
14. The bid prepared by the bidder and all correspondence 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.
15. 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 one bid will be rejected. Alternative bids will not be accepted.
16. 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.
17. 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.
18. Telex/ Telegraphic/ Telefax / E-mail offers will not be considered and shall be rejected.
19. 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



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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.

20. 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.
21. 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.
22. **PRICE EVALUATION CRITERIA:** The tender shall be awarded based on the **highest offer received for each item**. In other words, the successful bidder would be decided based on the highest offer received for the individual item and delivery of item would be issued to respective highest bidder.
23. 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/collection Period shall be counted from the date of notification of award (Letter/Fax/e-mail of Intent).
24. 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.
25. **ISSUE OF CONTRACT/ SALE ORDER:** After the successful bidder has been notified that his bid has been accepted, DAFFPL will send to such bidder a detailed contract/purchase/sale order incorporating all the terms and conditions agreed between the parties. Within 03 days of receipt of the detailed contract/sale order, the bidder shall sign and return to the owner the duplicate copy of the order as a token of their acknowledgement.
26. **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](http://www.daffpl.in)
27. **VERIFICATION BY OWNER:** 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.



## 28. SEALING & MARKING OF BIDS

- A. Bids shall be submitted separately in TWO 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. And complete bid with all details, covering letter, declaration sheet or applicable documents.
  - **SECTION - II (Envelope No. 2): Price/Offer Bid:**
    - a. PRICE/OFFER BID WITH FULL PRICE DETAILS. The price/offer bid shall contain prices only in the prescribed price schedule formats, without any technical and commercial details. The bids shall be sealed and kept in a single envelope with marking as Section - II (Price/Offer Bid) / Envelope No. 2 : "Original"
    - b. The bidder shall quote the final prices (excluding 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 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 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. 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.
- E. 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 should be submitted in a separate sealed envelope no. 1 marked as Bid security.
- F. 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.
- G. Tender document complete in all respects must be submitted in the tender box provided at the DAFFPL office before due date and time.



## 29. 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.
  - Agreed Terms & Conditions duly filled-in.
  - Declaration sheet
  - Any other information/details/documents/data required as per Bid Document.
- II. **PRICE BID (Section -II):** Price/Offer Schedule (given along with tender) duly filled in.

## 30. 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.

## 31. 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.
- 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.

## 32. 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 PRICE/OFFER BID (SECTION-II):**



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- I. On the day and time of bid opening, Bid security (Envelope 1) and Price/Offer 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.

**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.**



## CHAPTER 3: GENERAL TERMS & CONDITIONS TO THE TENDERERS:

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 highest 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.
3. TAXES & DUTIES:
  - a) Bidder(s) quoted prices shall be exclusive of all taxes, duties, cess and other government levies etc. However, DAFFPL shall charge all taxes, duties and other government levies as applicable on the quoted amount.
4. 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/ Sale Order and paying full & Final Payment 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 Contract/Sale Order in accordance with agreed terms and conditions.



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

### **5. INSURANCE**

Bidder 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.

### **6. PAYMENT TERMS**

- a) The successful Tenderer shall deposit amount including all taxes by one demand draft/pay order/online transfer in favor of M/s Delhi Aviation Fuel Facility (P) Limited, New Delhi towards the cost of used electrical items within 08(Eight) working days after award/issue of contract.
- b) The material will be allowed to collect from DAFFPL premises only after receiving full & final payment.

- 7. The truck/tempo/vehicle for material lifting and carrying shall be arranged by tenderer at their cost. The tenderer shall have to make arrangement for loading of material to truck/ tempo at their cost and DAFFPL will not pay any charges towards loading / octroi/ any other duty for the same.
- 8. No truck/tempo/vehicle shall be allowed to leave DAFFPL premises without issuance of Gate Pass.
- 9. 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.





10. **LIABILITY CLAUSE:** In case where it is necessary for employees or representatives of the bidder to go upon the premises of owner, bidder 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 contract/sale 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.

**11. CANCELLATION:**

DAFFPL reserves the right to cancel the contract/sale order or any part thereof through a written notice to the vendor if –

- i. The bidder fails to comply with the terms of this sale order/contract.
- ii. The bidder becomes bankrupt or goes into liquidation.
- iii. The bidder fails to collect the material on time.
- iv. The bidder makes a general assignment for the benefit of creditors.
- v. A receiver is appointed for any of the property owned by the bidder.
- vi. Any other conditions where owners commercial interest get affected.

12. **ASSIGNMENT:** The Bidder can / does not have any right to assign his rights and obligations under these general purchase/sale conditions without the prior written approval of DAFFPL.

13. **GOVERNING LAW:** These General Purchase/Sale Conditions shall be governed by the Laws of India.

14. **AMENDMENT:** Any amendment to these General Purchase/Sale Conditions can be made only in writing and with the mutual consent of the parties to these conditions.

**15. 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



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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 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.



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- 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.



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## ANNEXURE-I

### SPECIFICATIONS

1. Item A – 01 Nos.
  - Transformer.
    - Type: Dry Type Cast Resin.
    - Rating: 2000KVA
    - Voltage: HV=11000V, LV=433V.
    - Amperes: HV=104.97A, LV=2666.74A.
    - Vector Group: Dyn 11
    - Type of Cooling: AN.
    - Manufacturer: Kirloskar Electric Co Ltd.
    - Manufacturing Year: 2010.
  
2. Item B – 01 Nos.
  - Diesel Generator Set.
    - Rating: 15KVA.
    - Genset Model: KG15AS4.
    - Noise Limit: ≤75 dB(A) at 1 Mtr.
    - Under License From: Kirloskar Oil Engines Ltd.
    - Manufacturer: Jakson & Company
    - Manufacturing Year: 2012.
  
3. Item C – 03 Nos.
  - Pumpsets
    - Motor
      - Type: 3Phase, AC Induction Motor
      - Rating: 190KW
      - RPM: 2970.
      - Voltage: 415V+/-10%.
      - Manufacturer: Crompton Greaves Ltd.
      - Manufacturing Year: 2010
  
    - Pump
      - Rating: 350 m<sup>3</sup>/h.
      - RPM: 2970.
      - Manufacturer: Sulzer Pumps India Ltd.
      - Manufacturing Year: 2010

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Sign & Stamp of Bidder



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### 4. Item D – 01 Nos.

- LT Panel-PDB.
  - Voltage: 415V+/-10%.
  - Incomer Cubicle: 63A
  - Outgoing Cubicle-1: (i) 1X32A, (ii) 4X16A.
  - Outgoing Cubicle-2: (i) 1X32A, (ii) 4X10A.
  - Manufacturing Year: 2010.

### 5. Item E – 01 Nos.

- LT Panel-ACDB.
  - Voltage: 415V+/-10%.
  - Incomer Cubicle: 400A
  - Outgoing Cubicle-1: 63A.
  - Outgoing Cubicle-2: 63A.
  - Outgoing Cubicle-3: 63A.
  - Outgoing Cubicle-4: 63A.
  - Outgoing Cubicle-5: 63A.
  - Outgoing Cubicle-6: 5X16A.
  - Manufacturing Year: 2010.

### 6. Item F – 01 Nos.

- LT Panel-LDB.
  - Voltage: 415V+/-10%.
  - Incomer Cubicle: 63A
  - Outgoing Cubicle: (i) 2X32A, (ii) 1X40A, (iii) 4X16A, (iv) 9X6A.
  - Manufacturing Year: 2010.



# DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

## ANNEXURE-II

### DECLARATION SHEET

Date:

### DECLARATION

We, M/s \_\_\_\_\_ hereby, unconditionally accept all terms & conditions of TENDER NO.: DAFFPL/MOD/FF/2015-16/17 (JOB: TENDER FOR SALE OF USED ELECTRICAL ITEMS) including completion period, terms & condition without any deviations.

Sign & Stamp of Bidder

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Sign & Stamp of Bidder



# DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

## ANNEXURE-III

### **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 submission of Proposal)

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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## **DELHI AVIATION FUEL FACILITY PRIVATE LIMITED**

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

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

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

Date:

Signature:

Designation:

Name of the Branch

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Sign & Stamp of Bidder





# DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

## PRICE/OFFER BID

I/We offer our price for the Used Electrical Items on “as is where basis is” as detailed under:

S. No.	Item Category	Name Of Item	Quantity	Offer Price For Total Quantity Category Wise (in Rs.)	
				In Figure	In Words
1	Item-A	Transformer (Dry Type)	01 Nos		
2	Item-B	Diesel Generator Set	01 Nos		
3	Item-C	Pumpsets	03 Nos		
4	Item-D	LT Panel-PDB	01 Nos		
5	Item-E	LT Panel-ACDB	01 Nos		
6	Item-F	LT Panel-LDB	01 Nos		

I/We agree to pay all applicable taxes & duties for Category A, B, C & D in addition to the quoted price against each category.

\_\_\_\_\_  
Sign & Stamp of Bidder