



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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



TENDER NO: DAFFPL/MOD/FF/2017-18/19

**TENDER FOR SITE SURVEY AND DESIGNING OF SEWAGE
NETWORK**

BID DUE DATE & TIME: 1500 Hrs. IST on 28th February 2018

OPENING OF TECHNICAL BIDS: 1100 Hrs. IST on 01st March 2018



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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.



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

TENDER NOTICE DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

INVITING TENDER FOR SITE SURVEY AND PREPARATION OF DESIGN, DOCUMENTS AND OTHER RELATED WORKS FOR SEWAGE NETWORK

TENDER NO: DAFFPL/MOD/FF/2017-18/19

Delhi Aviation Fuel Facility (P) Ltd (DAFFPL) invites sealed bids under single stage two bid system from eligible bidders for site survey and preparation of design, documents and other related works as required.

Bid Security (EMD):	As mentioned in the Tender document
Date, Time & Venue for Voluntary Pre-Bid Meeting:	19 th February 2018; 15:00 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 28 th February 2018 at the office of the Chief Executive Officer, DAFFPL, Aviation Fuelling Station, Shahabad Mohammadpur.
Office Working Days & Time	Monday to Friday – 09:30 AM to 18:00 PM Saturday – 09:30 AM to 13:30 PM

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 Financial Officer
DAFFPL, New Delhi
9920819995



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

CHAPTER 1: INTRODUCTION (COVERING NOTE)

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 are pleased to invite your most competitive offer for “SITE SURVEY AND PREPARATION OF DESIGN, DOCUMENTS AND OTHER RELATED WORKS” in complete accordance with the tender documents attached herewith.

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.
Part -III : Price Bid.
2. The bidder should be able to carry out complete scope of work. Bidders cannot bid for part works.
3. The Bids shall be internally scrutinized by a team as per tender requirements of BQC (Bid qualification criteria). Commercial bids of only those bidders who qualify the BQC will be processed further.
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 to provide their bank details/ PAN / GST Registration numbers, as applicable for updating bidder 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.
8. 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.

9. Please note that queries related to scope of job, 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.
10. 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 , 8826000228	Mr Manish Kumar Project Consultant manish.kumar@daffpl.in 9810640818
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11. 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.
12. A Pre-bid meeting is scheduled for **19th February 2018 @ 15:00 Hrs IST** at the office of DAFFPL, New Delhi. All prospective bidders can participate in the same. Any clarification about tender shall be sorted out during the pre-bid meeting.
 - a. The purpose of the pre-bid meeting is to clarify any doubts of the BIDDER on the interpretation of the provisions of tender.
 - b. 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.
 - c. All the Bidder(s) are requested to attend the pre-bid meeting to be held at DAFFPL Office as per schedule.
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.



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- a. The bidders not submitting EMD by due time & date shall be rejected & their bids shall not be evaluated further.
- b. **The EMD amount shall be 10000.00 INR**
- c. 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.

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. Bidder is requested to submit their bids taking full notice of all the scope of work, terms and conditions, forms & attachments to this tender. Bids must be submitted in Physical form only.
3. Owner is not responsible for any delays from bidder end.
4. Owner reserves the right to make any changes in terms and conditions of tender before due date of bid submission and to reject any or all bids received incomplete.
5. 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.
6. Owner, at its discretion reserves the right to verify information submitted by the bidders.



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7. 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.
8. DAFFPL reserves their right to negotiate the quoted prices with lowest 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 bidders shall be final and no corresponding in this regards will be entertained.
11. The bidders who are on IOCL/BPCL/DIAL holiday list or delisted will not be considered.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.



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17. Each Bidder shall submit only one bid. A Bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.
18. 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.
19. 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.
20. Telex/ Telegraphic/ Telefax / E-mail offers will not be considered and shall be rejected.
21. 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.
22. 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.
23. 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.
24. 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.
25. As award is on overall landed lowest basis, part offers will be rejected.
26. 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.



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27. 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.
28. **ISSUE OF CONTRACT:** After the successful bidder has been notified that his bid has been accepted, DAFFPL will send to such bidder a detailed contract order incorporating all the terms and conditions agreed between the parties. Within 15 days of receipt of the detailed order, the bidder shall sign and return to the owner the duplicate copy of the order as a token of their acknowledgement.
29. **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
30. **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.
31. **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 bidders claim for meeting qualification criteria. 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.**
 - **SECTION - III (Envelope No. 3): Price Bid:**



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- 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. Tender document complete in all respects must be submitted in the tender box provided at the DAFFPL office before due date and time

32. 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.



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- 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.

33. 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.

34. 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.

35. 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.

36. 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 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.

Note:



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- 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.**

37. COMPLETION PERIOD:

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

Site Survey & Detailed Designing	01 Month from the date of LOI / WO
Detailed Tender Document	15 Days from the date of approval of Detailed Designing

Escalation/Price Variation: No claim / additional fees on account of any price variation/Escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period if any for completion of the works.

38. COMPLETION FOR DELAY:

- In case the Consultant fails to complete the work within the Contract period or extended period as above owing to reasons attributable to Consultant, liquidated damages @ 0.5% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Consultant.

39. PAYMENT TERMS:

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

Stage	Milestone Achieved	Extent of Payment
1	On Submission of Site Visit Reports and Detailed Drawings	50% of the fees payable
2	On submission of Final Tender Documents, Drawings, Specifications and Cost Estimates	50% of the fees payable



CHAPTER 3: BID-QUALIFICATION CRITERIA:

Bidders need to meet following pre-qualification criteria to qualify for short-listing as a successful bidder:

➤ **Technical:**

Bidder shall itself possess at least three years of experience in Consultancy Services including Design & Detailed Engineering for Sewage Network and Sewage Treatment Plants.

Two Work Orders related to / or similar to Sewage system shall be provided as document proof.

➤ **Financial Criteria:**

- a. Bidder shall have minimum average annual turnover of Rs.10 lakhs as per audited financial results in the preceding three financial/calendar years.
- b. Bidder shall furnish documentary evidence by way of copies of audited balance sheets including Profit and Loss Accounts along with the Bid to establish Bidder's conformance to Qualification Criteria.

CHAPTER 4: SCOPE OF WORK:

New Sewage Network must be designed with associated facilities and the same has to be connected to Delhi International Airport Limited (DIAL) Sewage Treatment Plant (STP) located opposite to our facility.

The scope of work consists of Site Survey, Preparation of Designs, Documents and Drawings for all works and providing assistance (off site) during project execution. The design work shall include Architectural, Civil, Structural, Electrical, Plumbing, Sanitary and other related works required for revamping of our facility sewage network. Based on the documents prepared by the consultant, DAFFPL will issue separate tender(s) for appointment of construction Contractors.

The scope of work will also include such other related works although they may not be specifically mentioned and all such incidental items not specified but reasonably implied and necessary for completion of the job as a whole and as desired. The detail scope of work may vary depending on the site conditions and actual construction requirements.



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FINANCIAL BID

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

Dear Sir,
Sub: Providing Engineering Consultancy Services for revamping of Sewage Network of Fuel Farm Facility

Our offer inclusive of all incidentals, overheads, traveling expenses, all expenditure related to presentations, meetings and visits to be made during the assignment as per bid conditions, excluding all taxes, levy and duties is:

Amount in Figures:

Amount in Words:

SIGNATURE AND SIGN ALONG WITH COMPANY SEAL



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ANNEXURE-I

PROFORMA OF BANK GUARANTEE (EARNEST MONEY DEPOSIT)

(On Non-Judicial Stamp paper for appropriate value)

BANK GUARANTEE NO. :

BANK GUARANTEE AMOUNT:

CLAIM:

(till 120 days from date of work order)

TENDER NO. /DATE:

JOB DESCRIPTION/

LOCATION:

Tender Security No. [*]

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

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

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

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

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



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- 3) DAFPL 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-II

PROFORMA OF COMPOSITE BANK GUARANTEE (SECURITY DEPOSIT & PERFORMANCE)

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

To,

DAFFPL

Dear Sirs,

M/shave taken tender for the workfor DAFFPL,

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

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



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

Yours faithfully

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



Annexure- III

Form of Letter of Undertaking

[On the letterhead of the Interested Party]

Letter of Undertaking

Date:

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

Re:

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

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



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

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

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

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

Name of Interested Party's

Signature of Authorized Representative



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Annexure IV

DECLARATION to be submitted along with Technical Bid

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

Stamp & Signature of the Consultants

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