



**DELHI AVIATION FUEL FACILITY PRIVATE LIMITED  
(JOINT VENTURE OF IOCL, BPCL & DIAL)  
REG. OFFICE: AVIATION FUELLING STATION, SHAHBAD MOHAMMAD PUR,  
IGI AIRPORT, NEW DELHI - 110 061, INDIA**

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**INVITES TECHNO-COMMERCIAL BID FOR THE ENGAGEMENT OF  
CONSULTANT FOR CARRYING**

**“TECHNO-ECONOMIC FEASIBILITY STUDY FOR EXTENSION OF  
HYDRANT REFUELLING SYSTEM FROM EXISTING DAFFPL FUEL  
FACILITY TO TERMINAL-1, IGI AIRPORT, NEW DELHI”**

**TENDER NUMBER: DAFFPL/T1/HYD/2015-16/15**

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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.

**Chief Executive Officer**  
DAFFPL, New Delhi  
8826120066

**SAILENT FEATURES OF THE TENDER:**

Type of Bid	:	Competitive Limited Bidding
Bid Document	:	Tender no: DAFFPL/T1/HYD/2015-16/15
Tender fee (Non Refundable)	:	INR 1000 for Indian bidders & US \$ 50 for foreign bidders
Earnest Money Deposit	:	60,000 INR for Indian bidders & US \$ 1500 for foreign bidders
Bid document available date on DAFFPL website	:	January 04 <sup>th</sup> , 2016
Pre- Bid meeting date & Time	:	1500 Hrs on Jan 28 <sup>th</sup> , 2016
Bid submission date & Time up to	:	1500 Hrs on Feb 10 <sup>th</sup> , 2016
Date & Time of Opening of Technical bids at DAFFPL Office	:	1500 Hrs on Feb 11 <sup>th</sup> , 2016
Price bid opening	:	Will be intimated accordingly
<b>Bid Qualification Criteria</b>	:	<b>As per clause no. 3.0</b>
Response to Clarifications	:	Shall be sent to all parties irrespective of who have asked within a week from the date of query/ies.
Bid is to be submitted to the registered office of DAFFPL on or before the due date. Late offers received will be rejected.		

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

Mr. M Vishnu Vardhan Project Officer <a href="mailto:Vishnu.vardhan@daffpl.in">Vishnu.vardhan@daffpl.in</a> , 8826000228	Mr. B K Singh CEO <a href="mailto:bksingh@daffpl.in">bksingh@daffpl.in</a> 91-11-25654858
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## **1.0. INTRODUCTION:**

**Delhi Aviation Fuel Facility Private Limited (DAFFPL)** is a Joint Venture comprising Indian Oil Corporation Ltd. (IOCL), Bharat Petroleum Corporation Ltd. (BPCL), and Delhi International Airport (P.) Ltd. (DIAL).

DAFFPL provides the infrastructure aimed at ensuring an uninterrupted flow of Aviation Turbine Fuel (ATF) to all type of aircrafts at the Indira Gandhi International Airport, New Delhi (IGI Airport) as per international benchmarking.

### **Core Business**

DAFFPL was granted the right to design, develop, construct, manage, maintain, upgrade & operate the Aviation Fuelling Facility at the Fuel Farm situated at the IGI Airport to encourage competitiveness in the fuelling business by providing the fuelling facility on an "Open Access" model.

DAFFPL undertakes the development of the Fuel Farm facility at the IGI Airport, which includes the development of a state of the art facility at the International Terminal (T-III) as well as upgrading & development of the existing manual facilities at Terminal-II (Cargo Terminal) by optimally utilising all existing assets & facilities.

DAFFPL is thus, the owner of India's second-ever Fuel Farm operating on an 'Open Access' model (the first being successfully operated at the Bengaluru Airport).

## **2.0. PROPOSAL:**

At present Indira Gandhi International Airport, Delhi has various terminals T1, T2 & T3. While the terminals T2 & T3 are connected by a fuel hydrant line for the purpose of the refueling of Aircraft, at terminal T1, refueling is carried out through Refueller. It is proposed to connect T1 also through a hydrant line from the existing fuel farm located at Shahbad Mohammadpur. In view of this it is proposed to hire a consultant to carry out a Techno economic study keeping the following in view:

- a. The approximate length of the pipeline comes to about 7 - 8 KM. The actual length however has to be determined precisely after taking a survey.
- b. The riser length for each pit is also to be determined after taking into consideration the Apron final height.
- c. The pipe line has to cater around 80-90 bays.
- d. Fuel supply to each pit shall be through the Hydrant line with a Hydrant Pit valve & Ball valve in line for isolation.
- e. The current demand for the terminal T1 is about 1000 KI (One thousand Kilo Liters) per day. The peak demand for refueling is currently 10 to 15 connections with a rate

of 2000 lit/ min max. However the demand is expected to go up to approximately 1700 KL/ day by 2020 & with a simultaneous refueling of about 35-40 Aircraft at the rate of 2500 lit/min .

- f. Approximately on 70 bays one pit per bay is to be provided on the starboard side and for the balance one pit to be provided on both the starboard & port side. One or two refuller loading points has to be provided at the Tarmac for refueling small Aircrafts.

### **3.0. SCOPE OF ASSIGNMENT:**

DAFFPL intends to appoint a consultant to carry out the “Techno-Economic Feasibility Study (TEFS) for providing Hydrant Refuelling System from Fuel Farm Facility located at Shahbhad Mohammadpur to Terminal-1 of IGI Airport, New Delhi”.

Scope of work for this assignment includes collection of data, its analysis and any other work required for the preparation of Techno-Economic Feasibility Study report but not limited to as below:

1. To study the existing pumping station at the fuel farm.
2. Carry out pipeline routing survey (including GPR) to identify and finalize Right of Way (ROW) clearly identifying the road, river, drainage crossings and other obstructions if any. The identification and suitability of the pipeline route needs to be adjudged by the consultant.
3. Prepare a process flow diagram indicating the line size
4. Carry out Preliminary hydraulic calculation to verify the pipeline sizing
5. Estimate Pipe thickness calculation based on internal pressure, surge pressure, external earth load and any other factors.
6. Carry out Preliminary stress analysis for expansion, sustained & differential settlement
7. Carry out Preliminary civil design, drawing & write up on methodology of execution for routing
8. Preparation of an exact overall routing plan
9. Preparation of Piping Specification, valves specification & specification of other items
10. Cost estimates for Emergency Shutdown, Corrosion Protection & Leak Detection Systems for the proposed pipeline.
11. Estimates of the Civil works requirement
12. Estimates of electrical works as applicable
13. Prepare BOQ of all items from the final piping layout and estimate the total cost.
14. Consultant shall discuss with DAFFPL authorities to obtain its views / preferences / non-preferences / constraints / limitations etc. on the project on technical, operational and financial considerations.
15. Consultant shall visit the proposed site to have firsthand information regarding the location and also to collect the data available with DAFFPL authorities, to the extent possible. Review of available data and analyzing its adequacy and furnishing views on

how the inadequacy, if any shall be addressed by the consultant. Initial site visit report along with brief of available data and method of formulating other data requirements is to be added as a chapter in the final report. However, conducting any surveys and carrying out investigations (like Soil Testing etc.) are to be considered in this study.

16. Consultant is responsible for the development of an indicative layout based on the following activities:

- Detailed discussions with DAFFPL and identification and finalization of various infrastructure facilities required for the project.
- Develop and finalize the layout incorporating the identified requirements.
- Provide a brief description of operational processes pertaining to each major infrastructure component and rationale for its location.
- Consideration and analysis of relevant data provided by DAFFPL, towards finalization of facilities & layout.
- High quality sketches /good for construction drawings shall be prepared for the proposed developments.
- The necessary statutory / administrative clearances required for setting up the facility from different agencies like Airport Authority, DGCA etc., shall be identified and listed.
- Subsequently, Consultant shall undertake detailed economic analysis of the project including identification and calculation of the capital investment costs, operation & maintenance costs, expected turnover & revenue, risk factors, Internal rate of return (IRR), payback period etc.
- Consultant shall prepare a summary of the proposed works, stages of project implementation activities and the consultant's recommendations with regards to different aspects of the project and above all, technical feasibility & economic viability.
- Consultant shall produce in close liaison with DAFFPL, a Techno Economic Feasibility Study report for the project, which should have the following contents:
  - Executive summary
  - Market scenario
  - List of assumptions
  - About the project and methodology adopted for the study
  - Planning approach & Master plan
  - Broad details of major construction works
  - Cost estimates
  - Economic analysis
  - Project Feasibility & Technical Viability
  - Project risks
  - Project implementation schedule along with CPM/Pert Chart

- Requirement of additional studies & investigations
- Recommendations for time-bound project implementation
- Drawings / sketches as required
- Manpower requirements – types and numbers at various levels.
- Suggest potential suppliers, contractors & developers.
- Probable cost of project.
- FIRR and EIRR
- Any other relevant matter
- The relevant core staff of the consultant will be required to give a presentation to the DAFFPL Board of Directors and DIAL representatives regarding the broad features of the project prior to start of work, at prefeasibility study stage, on submission of the draft feasibility report. Comments of the DAFFPL & DIAL officials are to be incorporated in the final Techno-Economic Study report and a final presentation is also to be given after submitting the final feasibility report.

**4.0. ELIGIBILITY CRITERIA FOR BIDDERS:**

A. Technical:

- a. Bidder shall itself possess experience of providing Techno economic / feasibility studies for Airport Projects / Pipe Line Projects / Hydrant Refueling Systems. Qualified Bidders shall have independently executed or provided Project Management Consultancy for at least three projects in Oil & Gas Sector and Aviation Sectors together with the project work similar to our requirement. The parties shall indicate the number of jobs executed by them and minimum order value and maximum order value for the projects executed.

Bidders shall have a 'quality system' in force. It shall have multi-disciplinary experience, and should be familiar with relevant standards for Oil & Gas / Aviation sectors like American Petroleum Institute (API), American National Standards Institute (ANSI), American Society of Mechanical Engineers (ASME), Instrumentation Society of America (ISA), British Standards (BS), Deutsche Institute Norman (DIN), Japanese Industrial Standards (JIS), Institute of Electrical & Electronics Engineers (IEEE), and International Standards Organization (ISO)& various applicable Indian standards.

- b. In case the bidder does not possess experience of carrying out Environment Impact assessment, Rapid Risk Analysis & Hazop study on his own, they may subcontract any of the above works to an agency (as his nominated subcontractor) having the experience of carrying out such studies.
- c. The bidder's consultancy team shall consist of the following Key personnel having adequate and specialized experience in the relevant field required for the

preparation of TEFS report for the proposed ship lift project as per details mentioned below:

Project Manager - Min. experience of 10 years & 2-3 Pipeline Projects handled independently and successfully commissioned.

Financial Analyst - Degree in Commerce/ Chartered Accountant/ Cost Accountancy/ Economics/ Management (Fin) - Project structuring / financial analysis for minimum one project worth 05 Crores & above

CV of the above Managers along with other key personnel should be submitted along with the bid.

B. Financial Criteria:

- a. The average turnover of the Bidder for the last three financial years should be equal or more than INR 50 lakhs (Indian Rupees Fifty Lakhs only) for Indian bidder and US \$ 75,000 (United States Dollars Seventy Five Thousand only) for foreign bidder.
- b. The financial net worth of the Bidder as per latest annual report shall be positive. 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.
- c. Bidder shall not be under liquidation, court receivership or similar proceeding.

C. General:

- a. Bidder shall furnish necessary documentary evidence along with the bid. In absence of such documents, DAFFPL reserve the right to reject the Bid without making any reference to the Bidder or assigning any reason what so ever.
- b. Bids must be accompanied with the Bid security / Earnest Money Deposit as mentioned in NIT in the form of Demand Draft or non-revocable Bank Guarantee in favour of **M/s Delhi Aviation Fuel Facility Private Limited payable at New Delhi** in the prescribed Proforma issued by any Indian Scheduled Bank which includes Indian Branch of Foreign Bank recognized as schedule bank by RBI. The Bank Guarantee shall be valid for six (6) months from due date of submission of bid. Bids not accompanied with requisite Bid Security / EMD shall be considered as non-responsive and such Bids shall be rejected.
- c. Indian small scale units registered with NSIC will be issued Bid free of cost. Indian small scale industries registered with NSIC shall furnish valid certificate from NSIC for the same.
- d. DAFFPL reserve the right to assess bidder's capability to execute the work using in-house information and take in account their concurrent commitments and the past performance during the evaluation of bids and may reject the bids.



- e. Failure to meet the above Qualification Criteria will render the Bid to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given above. DAFFPL reserves the right to complete the evaluation based on the details furnished without seeking any additional information. DAFFPL reserve the right to assess bidder's capability to execute this work by taking into account various aspects such as concurrent commitments and performance during evaluation of bids.

**5.0. DELIVERABLES:**

The following deliverables shall be submitted as part of Techno-Economic Feasibility Study:

- Site visit notes & Minutes of meetings with DAFFPL & DIAL officials
- All Reports (like GPR Survey, Various Approval Required, IRR Calculations etc.,)
- Final TEFS report including drawings (both in AutoCAD & PDF Formats)

**6.0. WORK SCHEDULE:**

S No	Description	Time Frame
1	Signing of Agreement	Within two weeks after the receipt of DAFFPL's Letter of Intent / Work Order by Consultant
2	Site visit & Preliminary discussions with DAFFPL & DIAL officials	Within one week from the date of signing of Agreement
3	Submission of Draft TEFS Report	Within two months after the site visit
4	Submission of Final TEFS Report	Within two weeks after the receipt of DAFFPL's comments on draft TEFS report

**7.0. SCHEDULE OF PAYMENT:**

- a) The consultant shall be paid the lump sum consultancy fees for providing the services as per the schedule below:

S No	Deliverables	Percentage of total consultancy fees payable
1	As advance on signing of contract (This Payment will be made against a Bank Guarantee as per attached Annexure for an equal amount on any nationalized Bank and valid for the entire duration of the contract. The Bank Guarantee will be released and returned within 60 days of successful completion of the contract)	10 %
2	On submission of site visit notes & finalization of	5 %

	minutes of meetings with DAFFPL & DIAL officials	
3	On submission of the Draft TEFS Report and subsequent presentation by consultant and its acceptance by DAFFPL Board Members & DIAL Representatives	40 %
4	On submission of the Final TEFS Report and subsequent presentation and its concurrence of completeness in all respects by DAFFPL & DIAL authorities.	45 %

- b) Payments will be released by DAFFPL within fifteen (15) working days from the receipt of bill with all supporting documents. In case any document is not enclosed initially, the above time limit will be reckoned only from the date of submission of such document.
- c) Income Tax and any other taxes as per statutory provisions of Govt. of India shall be deducted by DAFFPL from each invoice. A certificate in this regard shall be furnished by DAFFPL. Exemption from Payment of taxes, if any, shall be intimated by the Consultant in advance and necessary documents in this regard shall be furnished.
- d) Service Tax will be paid as per applicable rules and rates.

#### **8.0. INSTRUCTION TO BIDDERS AND GENERAL TERMS & CONDITIONS**

- a) Please note the cost of preparing the proposal and negotiation of the contract, including visits to New Delhi and the project area, are not reimbursable by DAFFPL.
- b) The proposal must be signed by duly authorized person
- c) **Pre Bid Meeting:**
  - A pre-bid meeting in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues will be held at **1500 Hrs on 28/01/2016** at Fuel Farm Facility, Aviation Fuelling Station, Shahbhad Mohammadpur, New Delhi. If required the bidders may carry out a site visit of the area at their expenses prior to pre bid meeting for better understanding of the scope of work.
  - The queries received from all the prospective tenderers would be consolidated and DAFFPL's response to the same would be communicated through e-mail to all the prospective tenderers from whom the objections has been received and also to those present during the pre-bid meeting.
  - The pre-bid clarifications will not be published on the DAFFPL website.

- The clarifications so issued in the pre-bid meeting would form part of the tender and remain binding on all the tenderers and same shall be accepted and submitted by all the tenderers along with their offer.

**d) Brief Description of Bidding Process:**

- DAFFPL intends to follow Two-part bidding process for selection of the successful firm for providing Consultancy services for the preparation of TEFS report:

Part 1: Technical Proposal

Part 2: Financial Proposal

- For the purpose of the Part- 1, the Bidders are required to submit documents listed in Clause 8, j detailed below as Technical Proposal.
- Under Part-2, the Financial Proposal of Bidders who qualifies in Part-1 will be opened. The Financial Proposal shall be submitted as per the format placed at **Annexure - A**

**e) DAFFPL's Right to Accept or Reject Proposal**

Notwithstanding anything contained in this Proposal Document, DAFFPL reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

DAFFPL reserves the right to reject any Proposal if:

- I. At any time, a material misrepresentation is made or uncovered, or
- II. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

**f) Contents of Proposal Document**

The Proposal Document shall comprise the contents as mentioned in this document and would additionally include Addenda if any, issued in accordance as mentioned above.

**g) Format of Proposal**

- Bidders would provide all the information as per this Proposal Document and in the specified formats. DAFFPL reserves the right to reject any Proposal that is not in the specified formats.
- The bidder shall submit the proposal complete in all respects.

- The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- Completed technical and financial proposal must be delivered on or before the time and date stated in proposal document.

#### **h) Sealing and Marking of Proposal**

- The Bidder shall seal the Technical Proposal and the Financial Proposal in separate envelopes, duly marking the envelopes as 'PART-I TECHNICAL PROPOSAL' and 'PART -2 FINANCIAL PROPOSAL'. These envelopes shall then be sealed in an outer envelope.
- The envelopes shall clearly bear the following identification: “Title - Proposal for providing Consultancy Services for the Preparation of Techno-Economic Feasibility Study Report for extension of existing Hydrant Refueling System facility at Terminal-1, IGI Airport, New Delhi.”
- The envelope shall be addressed to:
 

**Chief Executive Officer,  
Delhi Aviation Fuel Facility (P) Ltd.,  
Aviation Fuelling Station, Shahbhad Mohammadpur,  
New Delhi-110061**
- If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. DAFFPL assumes no responsibility for the misplacement or premature opening of such bids.

#### **i) Preparation and Submission of Proposal**

The Proposal and all related correspondence and documents should be written in English language.

#### **j) First envelope titled as "Technical Proposal"**

The technical proposal shall contain the following:

- Cost of tender document in the form of a Draft/Pay order for Rs. 1000/- payable to “DAFFPL” towards cost of tender document if the tenderer has been downloaded from the website OR if the tender has been purchased from the office.

- Earnest Money Deposit (EMD) of Rs. 60,000/- (Rupees Sixty Thousand only).
- A forwarding letter confirming validity of the proposal for 90 days from the due date of submission of proposal and detailing contents of the proposal including list of enclosed documents.
- Company profile with date of establishment, organization chart and authenticated documents to confirm that the bidder is in the consulting field for Airport / Oil & Gas related facilities for the last 05 years.
- Certificate that the Bidder is not under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings etc.
- Credentials to substantiate technical experience of the firm with respect to the technical capability mentioned above.
- Satisfactory documentary evidence to be furnished along with the offer
- Capabilities of consulting firm with respect to personnel. Details of personnel to be employed / engaged for this project along with their profile (CVs) as mentioned at clause 5 above.
- Scope of sub-consultants, if any shall also be detailed with all their credentials detailing expertise & track record in the relevant area. Prior to appointment of sub-consultant bidders has to take DAFFPL approval.
- Exclusions / Deviations, if any

NOTE: BIDDERS MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANY WHERE IN THE ENVELOPE OF TECHNICAL PROPOSAL. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTION OF WHOLE OF THE PROPOSAL OF THE CONCERNED BIDDERS.

**k) Second Envelope titled "Financial Proposal".**

In this envelope the bidder(s) shall indicate lump sum Consultancy for providing the services as per format placed at **Annexure – A**

**l) Proposal Due Date**

Proposal shall be submitted up to 1500 hours Indian Standard Time (IST) on 10/02/2016 at the address provided in Clause 8 (h) in the manner and form as detailed in this Proposal Documents. Proposals submitted by facsimile transmission, telex or e-mail will not be acceptable. DAFFPL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum if any.

**m) Late Proposal**

Any Proposal received by DAFFPL after 1500 hours IST on 10/02/2016 will not be accepted.

**n) Validity of Proposal**

The proposal shall be valid for a period of 90 days from the Due Date of submission of the Proposal Document.

**o) Scrutiny and Evaluation of Proposals**

- **Preliminary Scrutiny**

In case a proposal is received without the requisite and proper EMD & Cost of tender document, it will be rejected and the second envelope of such proposal containing Financial Proposal will not be opened.

- **Responsiveness of Proposals**

The proposals received on time, accompanied by the requisite and proper EMD shall thereafter be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal shall be treated non-responsive for any or all of the following reasons:-

- All the information as indicated in the Proposal Document is not furnished.
- Validity of proposal not confirmed.
- Proposal documents not signed and sealed in the manner prescribed in the Proposal Document.
- The proposal and supporting documents show significant variations and or inconsistency (ies).
- A non-responsive proposal shall be rejected at this stage and the second envelope of concerned bidder(s) will not be opened.

**p) Scrutiny of Technical Proposals**

Responsive bids shall be examined in detail for their technical contents. Compliance to detailed "Scope of the Assignment" specified by DAFFPL, shall be checked. In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing.

**q) Opening and evaluation of second envelope viz., Financial Proposal**

Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy DAFFPL requirements will be opened in the presence of authorized representative of concerned bidders who may wish to remain present. The date and venue of opening of financial proposal will be

conveyed to qualified bidders. Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

**r) Award of Assignment /Services**

Prior to the expiration period of proposal validity, DAFFPL will notify the successful bidder who submitted the lowest financial proposal among the qualified bidders in technical evaluation, in writing by e-mail, registered letter, cable telex or facsimile and invite it to negotiate the Contract, if required.

**s) Earnest Money Deposit**

- Firms registered with National Small scale Industries (NSIC)/MSME of India are exempted from submission of bid security.
- The tenderer should remit Rs. 60,000/- (Rupees Sixty Thousand only) as earnest money in the form of Account Payee Demand Draft/ Bank Guarantee/Bankers Cheque drawn on a scheduled Indian Bank in favour of DELHI AVIATION FUEL FACILITY PRIVATE LIMITED payable at New Delhi OR Bank Guarantee in the format prescribed at Annexure. Cheques will not be accepted as Earnest Money Deposit.
- The EMD should remain valid for a period of 45 days beyond the final bid validity period specified at clause j, above
- EMD deposited by the successful tenderer will be refunded on receipt of Performance Guarantee as mentioned at clause t, below.
- EMD of the unsuccessful tenderers will be refunded after finalization of the tender. EMD shall not bear any interest.
- The EMD is liable to be forfeited if the tenderer withdraws / amends / impair / derogates from the tender in any respect within the period of validity of his tender.
- In the event of the tenderer, after the issue of Letter of Intent by the Company, fails/refuses to execute the agreement as hereinafter provided or fails to furnish the Performance Guarantee mentioned at clause t, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to be construed as the Operator's calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, the Company shall have full right to claim damages therefore in addition to the forfeiture of earnest money deposit.

t) **Security Deposit**

Within thirty days from the date of receipt of work order / LOA issued by DAFFPL, the successful bidder shall furnish to DAFFPL, a security deposit in the form of Bank Guarantee from a Nationalized bank as per attached format (refer Annexure - B) for an amount equivalent to 10% of the order value. The Security deposit should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations.

Failure of the successful bidder to submit the required security deposit shall constitute sufficient grounds for the termination of the contract. The Security deposit shall remain in force until the satisfactory completion of the contract and will be discharged thereafter. If the consultant abandon the contract or fails to commence or carry out the work as per the terms and conditions of the work order in time or suspend the work for long duration (30 days), without valid reasons acceptable to DAFFPL. DAFFPL will terminate the contract and arrange the work through other agencies, as may be decided by the company at the risk and cost of the consultant. In such case, security deposit will be forfeited.

u) **Liquidated Damages**

An amount equal to 0.5 % per week of the contractual amount will be recovered from the successful contractor on delay in delivery of Milestones mentioned. The maximum LD to be levied will be equal to 10 % of the Contractual Cost and thereafter the work order shall be cancelled and the Security Deposit submitted by the firm will be forfeited.

v) **Confidentiality**

The Bidder shall treat all the documents and information received from DAFFPL and all other related documents / communications including the documents prepared by the Consultant as part of this consultancy work, in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant shall not divulge any such information unless DAFFPL authorizes the consultant in advance in writing. Further the Consultant shall return all the documents received from DAFFPL from time to time after completion of the Work / Assignment related to those documents. Also, the Consultant shall not use these documents for purpose unrelated to this Contract without the prior written approval of DAFFPL.

**Non-disclosure agreement between the consultant and DAFFPL is as follows:-**

- I. Consultant is required to sign an NDA with the Company. NDA format is attached as Annexure-D



- II. Information relating to the TEFS shall not be disclosed to any agency or any other persons not officially concerned with such process. The undue use by the consultant of confidential information related to the process may be treated as breach of confidentiality and dealt with accordingly. Except with the prior written consent of the DAFFPL, Consultant or any personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

**w) Conflict of Interest**

DAFFPL requires that Consultant must provide professional, objective & impartial advice and at all times hold the interest's paramount, strictly avoid conflicts with other assignments jobs or their own corporate interests and act without any consideration for future work. In case the applicants (consultants) have any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the Scope of work, they shall declare such interests as part of their proposal.

**x) Suspension of Work / Assignment**

If any of the following events shall have happened and be continuing, DAFFPL may, by written notice to the Consultant, suspend in whole or in part, payment due thereafter to the Consultant under the contract:

- A default shall have occurred on the part of the Consultant in the execution of the contract.
- If DAFFPL is not satisfied with the quality and outcome of the deliverable.
- Any other condition which makes it unable for either party by reason of "Force Majeure" as referred to in Clause 8, in this Section to successfully carry out the Work / Assignment or to accomplish the purpose of the contract.

**y) Termination of work / Assignment by DAFFPL**

If any of the following events shall have happened and be continuing, DAFFPL may, by written notice to the Consultant, terminate the contract"

- Any of the conditions referred to under Clause 8, in this section, shall continue for a period of two weeks after DAFFPL shall have given written notice to the Consultant of the suspension of payment to the Consultant under the contract.
- In any event, DAFFPL may terminate the contract at any time by giving not less than four weeks prior notice to the consultants.

## **z) Termination Procedure**

- Upon termination of the Contract under Clause 8 (y) in this Section or receipt of notice of termination, the Consultant shall take immediate steps to terminate the Work / Assignment in a prompt and orderly manner and to reduce losses and to keep further expenditure to a minimum.
- Upon termination of the contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full of such costs as shall have been duly incurred prior to the date of such termination.

## **• Force Majeure**

- If either party is temporally unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within two weeks after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for, as long as the inability continues;
- Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause (i) above or delays arising from such event;
- The term “Force Majeure” as employed herein, shall mean “Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Land Slides, Earth Quakes, Storms, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome.”

## **• Dispute between the Consultant and DAFFPL**

This contract is subject to the law of India. Any dispute not resolved by negotiation shall be settled by the courts of law at India or by Arbitration Act 1996.

## **• Signing Of Agreement**

Within fourteen days of the date of issue of Letter of Award, the successful party shall sign the Agreement in non-judicial stamp paper (Rs.100/-).

**ANNEXURE - A**

**FINANCIAL BID**

To

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

Dear Sir,

Sub: Providing Consultancy Services for the Preparation of Techno-Economic Feasibility Study report for Extension of Hydrant Refuelling System from existing DAFFPL Fuel Facility to Terminal-1, IGI Airport, New Delhi

Our offer inclusive of all incidentals, overheads, traveling expenses, all expenditure related to presentations, visits to be made during the execution of the assignment as per Bid conditions, including all taxes, levy and duties, for execution of this Assignment ...../(i.e., in words Indian Rupees.....only).

We also agree for the work schedule & schedule of payment as detailed in clause 6 & 7 of the bid document. The validity of our Bid will be up to a period of 90 days from the due date of submission of the Bid.

SIGNATURE AND SIGN ALONG WITH COMPANY SEAL

**ANNEXURE – B**

**EXCEPTION AND DEVIATIONS STATEMENT**

Bidder may stipulate exceptions and deviations to tender document, if considered unavoidable as per the following format:

S No	Page No of Bid Document	Clause No.	Subject Deviations
------	-------------------------	------------	--------------------

All exceptions / deviations taken by bidder to the stipulations of the tender document shall be brought out in the techno-commercial bid (and not in the tender document or Price Bid) as per this format. Any exceptions/ deviations brought out elsewhere in the bid shall not be construed as valid.

SIGNATURE OF BIDDER ALONG WITH COMPANY SEAL:

## ANNEXURE - C

### **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 (P) Ltd., Aviation Fuelling  
Station, Shahbad Mohammadpur, New Delhi-110061**

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
- 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 - D**

**PROFORMA OF COMPOSITE BANK GUARANTEE (SECURITY DEPOSIT & PERFORMANCE)**

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

To,

DAFFPL

Dear Sirs,

M/s .....have taken tender for the work .....for 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 todaffpl. 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 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 thereunder.
6. NOT WITHSTANDING anything hereinbefore contained our liability under this Bank Guarantee is restricted to Rupees ----- ( Rupees ----- ---). This Bank Guarantee shall be valid upto -----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  
Authorised to sign on behalf of the bank



## ANNEXURE - E

### CONFIDENTIALITY & NON DISCLOSURE AGREEMENT

This Confidentiality & Non-Disclosure Agreement ("**Agreement**") is made at New Delhi on this \_\_\_ day of \_\_\_\_\_, 2016

#### Between

**DELHI AVIATION FUEL FACILITY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Aviation Fuelling Station, Shahbhad Mohammadpur, New Delhi – 110 061, (hereinafter referred to as "**DAFFPL**" which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART,

#### And

\_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at \_\_\_\_\_, represented by its Authorised Signatory \_\_\_\_\_ (hereinafter referred to as "**Recipient**", which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the OTHER PART,

to assure the protection and preservation of confidential and/or proprietary information disclosed by DAFFPL to the Recipient.

**In reliance upon and in consideration of the following undertakings, DAFFPL and the Recipient agree as set out herein:**

This Agreement is effective from the date of execution of this Agreement by both the Parties.

**1. Confidential Information:** The term "Confidential Information" shall mean and include, without limitation, all information, reports, analysis, studies, data, specifications, particulars, all documentation, business plan, financial lay-out, business projections, passenger profile, technical or commercial information and design documents and guidelines, whether verbal, written, visual, tangible, intangible, in electronic form or otherwise, made by (or on behalf of) DAFFPL or obtained directly or indirectly from DAFFPL or its representatives, or its related corporations, group companies, associates or advisors, by the Recipient or which is generated by the Recipient or to which the Recipient has access to, whether pursuant to rendering the services to DAFFPL or otherwise, as being confidential information of DAFFPL.

**2. Exceptions:** The term “Confidential Information” shall not include any information which is now, or hereafter becomes available to the public, but not for the reason or as a consequence of the breach, default, failure to act by or on behalf of the Recipient or its employees, officers, directors, whether existing or erstwhile. Provided that the Recipient shall not disclose any information under this Clause 2, without giving prior written notice to DAFFPL of the relevant circumstances which the Recipient believes confer a right to disclose such information and DAFFPL has had a reasonable period to rebut these circumstances.

**3. Purpose:** The Recipient shall use Confidential Information solely for [\*] (“**Authorized Purpose**”). The Recipient shall not use Confidential Information for any purpose other than the Authorized Purpose.

**4. Use:** The Recipient shall:

- (a) use the Confidential Information only to the extent necessary to accomplish the Authorized Purpose;
- (b) preserve the secrecy of the Confidential Information;
- (c) not disclose the Confidential Information to any employee except to those having a need to know the same for the Authorized Purpose and shall be responsible for its employees’ compliance with this Agreement;
- (d) not disclose the Confidential Information to any third party or if such disclosure is required pursuant to a valid court order provided that the Recipient shall give DAFFPL reasonable prior written notice of such disclosure and, where required, assist DAFFPL to resist such order;
- (e) immediately notify DAFFPL in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information; and
- (f) return to DAFFPL all Confidential Information in whatever form (including all copies thereof and summaries, analysis, compilations, studies, reports, notes and other documents or materials derived there from, whether prepared by the Recipient or not) upon receipt of the written request of DAFFPL.

**5. Ownership:** The Confidential Information is the property of DAFFPL and/or its associates. Nothing in this Agreement shall be construed as granting to the Recipient or any other person, any property rights, by license or otherwise any right, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

**6. Remedies:** The Recipient agrees that any breach or a threatened breach by the Recipient of its undertakings and obligations under this Agreement will cause irreparable injury to DAFFPL and monetary damages would not be an adequate remedy for such breach or threatened breach. Accordingly, in addition to any remedies that may be available, in law, in equity or otherwise, DAFFPL shall be entitled to seek temporary and permanent

injunctive relief against any threatened breach or the continuation of any breach and costs and expenses relating to the enforcement of any breach or threatened breach of this Agreement.

**7. Duration:** The Recipient's obligations under this Agreement shall be continuous and shall not lapse, for a period of .....years from (i) the date of return of entire Confidential Information, or (ii) cessation of services by the Recipient to DAFFPL, whichever is later of (i) and (ii).

**8. Definitive Commitment:** The DAFFPL and Recipient acknowledge and agree that no contract or agreement with respect to or in connection with the Authorized Purpose shall be deemed to exist unless and until DAFFPL and Recipient execute and deliver a final definitive agreement relating thereto (the "Definitive Commitment"), and there shall be no obligation on either party to participate in the Authorized Purpose. The DAFFPL and Recipient further agree that unless and until DAFFPL and Recipient shall have executed and delivered a Definitive Commitment, neither DAFFPL and Recipient shall be under any legal obligation of any kind whatsoever with respect to the Authorized Purpose by virtue of this Agreement except for the matters specifically agreed to herein. DAFFPL and Recipient shall have the liberty to negotiate and enter into similar kind of arrangements with any third party and this Agreement shall not be deemed to have been entered into on exclusivity basis.

**9. Waiver:** DAFFPL's failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies.

**10. Publicity:** The Recipient must not make any press or other public statements (which includes announcements and releases) relating to this Agreement, the Confidential Information and/or the Authorized Purpose.

**11. Severability:** If any of the provisions of this Agreement is found to be invalid for any reason whatsoever, such invalidity shall not affect the validity and operation of the other remaining provisions of this Agreement.

**12. Laws:** This Agreement, including its validity and interpretation, the merits of any dispute or claim arising out of or relating to this Agreement shall be governed by the laws of India.

**13. Forum:** Subject to clause 14 below, the Recipient shall submit to the exclusive jurisdiction of the courts in Delhi, India to adjudicate any dispute arising out of this Agreement, to the exclusion of other courts.

**14. Arbitration:** Any and all disputes controversy or claim, relating to or arising out of this Agreement or the rights and obligation under this Agreement, including but not limited to validity, interpretation, scope, effect, termination of the terms contained in this Agreement, shall be settled by arbitration by a sole arbitrator to be appointed by Managing

