

**DELHI AVIATION FUEL FACILITY
(PRIVATE) LIMITED**

Request for Proposal (RFP)

**FOR
Concreting and miscellaneous civil works
At Shahabad Mohammad Pur**

October 2013

IMPORTANT NOTICE

Delhi Aviation Fuel Facility (Private) Limited (“**DAFFPL**”), plans to.

DISCLAIMER

1. This Request for Proposal (“**RFP**”) is being issued for the determination of Interested Parties (hereinafter defined) for the award of civil works as described in the scope of work at its fuel farm facility at Shahbad MohammdaPur New Delhi. This RFP provides the conditions and timelines and has been prepared by Delhi Aviation Fuel Facility Private Limited to assist entities to whom this RFP is issued, (“**Interested Parties**”) to submit a proposal in response (“**Proposal**”) to this RFP. The information contained in this RFP is being provided for the limited purposes of enabling the Interested Parties to submit Proposal(s) and for no other purpose. In no circumstances shall DAFFPL, or its respective advisors, consultants, contractors, officers, representatives, servants, employees and/or agents incur any liability arising out of or in respect of the issue of this RFP, or the bid process.
2. This RFP is being made available by DAFFPL to the Interested Parties on the terms set out in this RFP. This RFP is not being distributed to the public and its possession or use in any manner contrary to any Applicable Law is expressly prohibited. The Interested Party(s) shall inform themselves concerning, and shall observe any and all applicable legal requirements in submission of their Proposal(s).
3. This RFP does not, purport to contain all the information that the Interested Parties and their advisors would desire or require in reaching a decision as to the submission of the Proposal. This RFP is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by DAFFPL, its respective advisors, consultants, contractors, officers, representatives, employees, servants and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements will remain unchanged.
4. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice. DAFFPL and its respective consultants and advisors will not be liable for any costs or expenses, howsoever incurred by the Interested Parties in connection with the preparation and/or submission of a Proposal. DAFFPL reserves the right to amend this RFP and any information contained herein at its sole discretion, at any time by written notice to the Interested Parties.
5. Nothing in this RFP is, nor shall be relied upon as, a promise or representation as to DAFFPL's ultimate decision in relation to the Works. DAFFPL expects to select an entity for Supply of equipment (“**Suppliers**”) in accordance with this RFP on the basis of the proposal submitted by the Interested Parties. Interested Parties shall not, therefore, assume that they will have the opportunity to revise their proposals following submission. However, DAFFPL reserves the right to change the basis of or the procedures (including the timetable) relating to the tender process, reject any, or all, of the Interested Parties, not to invite a Interested Party to proceed further, not furnish a Interested Party with additional information nor otherwise to negotiate with a Interested Party in respect of the Supply Works at any time. DAFFPL does not undertake to accept the lowest or indeed any Proposal.
6. No person other than Mr. R. Ramachandra Rao has been authorized by DAFFPL to give any information or to make any representation, not contained in this RFP and, if given or made, any such information or representation shall not be relied upon as having been so authorized.
7. This RFP is confidential and personal to each Interested Party. The Interested Parties have signed and submitted to DAFFPL, a Letter of Undertaking for Non Disclosure with DAFFPL which, inter alia, prohibits disclosure of any information by the Interested Party to any person or body corporate, except as permitted in terms of such letter of undertaking and the Interested Party agrees to remain bound by the same. Any failure to comply with the terms of such letter of undertaking shall entitle DAFFPL to disqualify the relevant Interested Party.
8. Nothing contained in this RFP is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this RFP are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
9. This RFP outlines DAFFPL's expectations in relation to the Proposal(s) to be submitted by the Interested Parties. DAFFPL, its respective advisers, consultants, contractors, officers, representatives, employees, servants and/or agents do not accept any responsibility for the

legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Works. No legal or other obligation shall arise between an Interested Party and DAFFPL unless and until the Agreement has been formally executed between DAFFPL and the selected Interested Party (hereinafter defined) and any conditions precedent to the effectiveness of such Agreement has been fulfilled. DAFFPL shall not be obliged to appoint any of the Interested Party(s) and reserves its right not to proceed with the bid process and to withdraw from the bid process, or any part thereof, at any time at its absolute discretion.

10. Each Interested Party must rely on the terms and conditions contained in the Agreement when, and if, finally executed, subject to such limitations and restrictions which may be specified in the Agreement. Any reference to this RFP in the Agreement or any correspondence between DAFFPL and the Interested Party shall not be construed so as to have the effect of this RFP forming part of the Agreement.
11. The Interested Parties are prohibited to effect, undertake, abet or prompt any form of collusion or arrangement by and/ or between any one or more Interested Party(s) (directly or through their advisers or consultants) in an attempt to influence the bid and award process or

dispersing any kind of information, which is not factually correct or may adversely affect the competitive bidding process. Giving or offering of any gift, bribe or inducement to any officer/ employee of DAFFPL or to any other person in a position to influence the decision of DAFFPL for showing any favour in relation to this RFP or any other contract, shall render the Interested Party to such liability/ penalty as DAFFPL may deem proper, including but not limited to rejection of the Proposal of the Interested Party.

12. This RFP is subject to the Laws of the Republic of India. The courts at Delhi shall have exclusive jurisdiction in relation to any disputes arising from this RFP.
13. Each Interested Party's acceptance of delivery of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer and as set forth in the Letter of Undertaking for Non Disclosure executed and submitted by the Interested Parties to DAFFPL. By acceptance of this RFP, the recipient agrees that this RFP, Letter of Undertaking for Non Disclosure and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

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**NOTICE
OF
REQUEST FOR PROPOSAL**

DAFFPL invites applications from Interested Parties to submit the Proposals for the Concreting and miscellaneous civil works at Shahbad Mohammad Pur on the terms and conditions contained in this RFP.

The Proposal shall be unconditional, firm and valid for a period of 180 (*One hundred and eighty days*) from the due date of submission. Any Proposal which have validity lower than that specified above shall be rejected by DAFFPL as being non responsive. However, DAFFPL may request the Interested Parties to extend the Proposal beyond the Proposal Validity Period by written notice to the Interested Parties.

The Interested Party(s) are advised to visit and inspect the Site and its surroundings, and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the Proposal and entering into the Agreement. The site inspection shall be carried out as per the timeline identified in this RFP, subject to the security clearances.

Interested Parties may obtain further information from:

Tender Officer:

Mr. R. Ramachandra Rao
Delhi Aviation Fuel Facility (Private) Limited
Terminal 3 Project Office, New Uddan Bhawan,
Near Terminal 3, IGI Airport, New Delhi – 110 037, India
Tel. + 91-11-[46084200],
Email: rrrao@daffpl.in

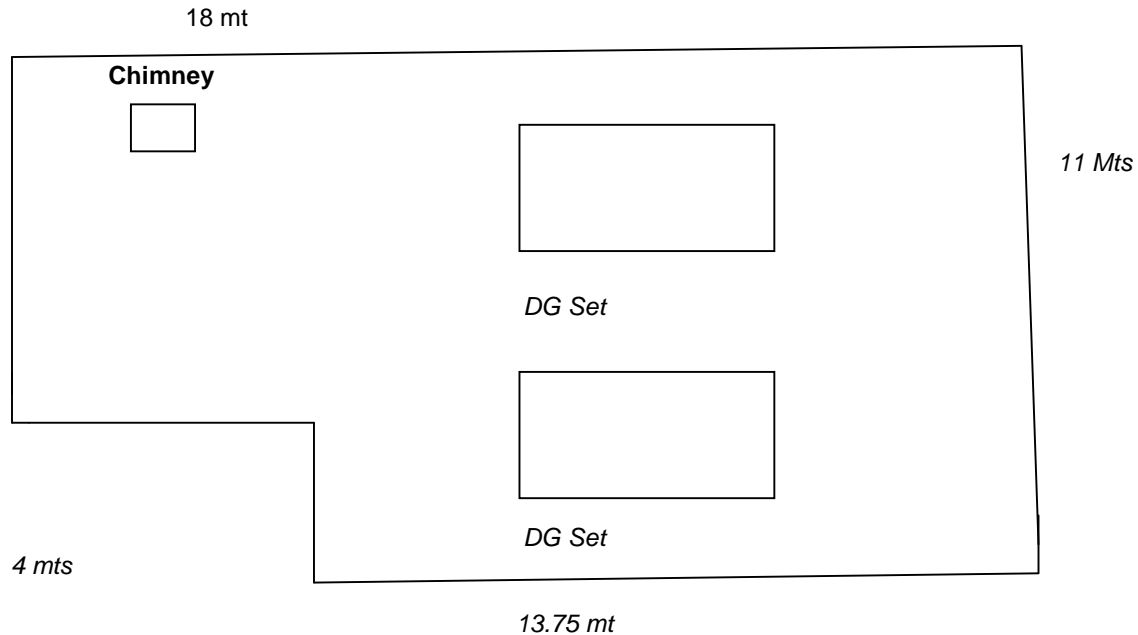
The Interested Parties are advised to adhere to the following schedule for the purpose of this Request for Proposal:

Date of issuance of Request for Proposal	:	23.10.13
Last Date for submission of queries	:	31.10.13
Reply to the queries/ clarification by the Employer and issuance of Addendum, if any	:	07.11.13
Last date for Proposal submission	:	14.11.13

* * * * *

Scope Of Work:

Two Numbers of DG Sets of 1010KVA and a 32 meter high stack for the DG Sets are installed in the Fuel Farm at Shahbad Mohammad Pur. The layout is as follows:



The total area pertaining to the civil works to be done is approximately 125 Sq mts. (The space occupied by DG sets is approximately 55 Sq mt- 27.5 Sq mt each)

The work to be done is indicated as follows

1. Excavating of the area up to 150 mm depth
2. Leveling the excavated area and compacting
3. P C C work 1:2:4 in the area
4. CC work grade M 20 with casting and curing
5. Finishing of floor with hardener
6. Providing barricade for the built up area with bollards made out of 3" in dia heavy duty pipe to a height of 2 ft suitably and grouting
7. Disposal of the excavated material and any other scrap generated

Section 1

Terms and Conditions for the Submission of Proposal

- 1. Qualification of the Interested Parties** 1.1 The Interested Parties who will submit its Proposal shall be a registered private or public legal entity having adequate financial capacity, experience and technical know-how to undertake Works, and authorized representative of original manufacturer and able to deliver to supply within 12 weeks after placing the Purchase Order.
- 2. Queries and Clarification of Request for Proposal** 2.1 Within the time as notified in Notice of Request for Proposal, any of the Interested Parties requiring any clarification/ query of the RFP or related to the Works may notify the Tender Officer in writing or by Email/fax at the Tender Officer's address indicated in this RFP. The Employer may respond to any request for clarification which it receives in accordance with the timelines set out in Notice of Request for Proposal.
- 3. Site Visit** 3.1 The interested parties may request the Tender Officer to visit and inspect the Site as per mutually agreed date and time and understand the requirement.
- 4. Amendment of Request for Proposal** 4.1 If any addendum is issued by the Tender Officer with respect to this RFP prior to Proposal submission date then to afford Interested Parties reasonable time in which to take an addendum into account in preparing their Proposal, the Employer may extend the deadline for submission of Proposal.

4.2 In case after issuance of any addendum, Interested Parties who have already submitted their Proposal, do not resubmit their Proposals, it shall be deemed that such Interested Parties do not intend to modify their Proposal on the basis of the addendum and the addendum has been taken into account.
- 5. Preparation of Proposal** 5.1 The Proposal submitted by the Interested Parties shall comprise the Price Proposal (duly filled Bill of Quantities), for both Option I and Option II Technical Proposal and other documents as may be required and set out in this RFP.

5.2 Interested Parties shall quote for the entire supply in both the options, such that the total price proposal covers all its risks, obligations and liabilities set out in or to be reasonably inferred from the RFP in accordance with the requirements of the supply and applicable laws.

5.3 In price proposal i.e. Bill of Quantities, the Interested Parties shall quote all prices inclusive of all taxes, duties and levies for supply and delivery of all the material/equipment to the Project site, New Delhi, India for execution of the Works. The Interested Parties shall submit detailed breakup of the taxes, duties and freight in the price proposal.

5.4 The interested parties shall quote in the price proposal all prices for construction, installation, testing and commissioning of the works & other services at Project Site inclusive of taxes, duties and levies.
- 6. Form of Proposal and Other Documents Comprising the** 6.1 The Interested Parties shall submit the Proposal in the form attached to this RFP as Attachment 1 along with a Letter of Undertaking for Non-Disclosure as annexed with this RFP in Attachment 2. The Interested Parties shall along with the Proposal submit an authorization, authorizing the signatory of the Proposal to commit the Interested Parties.

Proposal

- 6.2 Not Applicable
- 6.3 The Interested Party shall submit a Technical Proposal for the execution of Works. The Technical Proposal shall comprise the following:
- (a) The Interested Party shall submit a Tender Programme, presented in a bar chart format, providing for the supply of equipment. The Programme shall show how the Interested Party proposes to supply and organize and carry out the Work and to achieve its completion within the time limit specified in this RFP;
 - (b) Proposed Construction Method Statement; and
 - (c) Details of Interested Party's Equipment and manpower base.

7. Tender Security

- 7.1 The Interested Parties shall submit to the Tender Officer a Tender Security in the following manner:

Rs. 12,500/- (Rs Twelve Thousand Five Hundred only)

From any Scheduled Bank having branch in New Delhi, India or any entity approved by Employer in the form of Bank Guarantee as per format set out in Attachment 5 to this Section 1 or in the form of demand draft payable at Delhi in favour of Delhi Aviation Fuel Facility (P) Ltd., valid for a period of 120 (One Hundred Twenty) days after the date of Proposal submission specified in this RFP.

- 7.2 The Tender Security of the successful interested parties shall be returned by the Tender officer within 7 (Seven) days of the receipt of an acceptable performance guarantee in favour of the Employer in accordance with the Agreement to be executed between the parties. The successful Interested Party shall keep the Tender Security valid until the date of submission of the Performance guarantee.
- 7.3 The Tender Security of the unsuccessful Interested parties shall be returned by the Tender Officer after Award of Work by the Employer to the successful Interested Party.
- 7.4 The Tender Security shall be forfeited, if:
- a) The Interested Parties have , without the written consent of the Employer, withdrawn its Proposal during the Proposal Validity Period; or
 - b) The Interested Parties have refused the accept the correction of errors in its Proposal in accordance with the RFP; or
 - c) The Interested Parties have executed the Agreement with the Employer, but have failed to deliver a performance bond in accordance with the Agreement; or
 - d) The Interested Parties have failed to execute the Agreement within Thirty (30) days of being required to do so by the Tender Officer.

8. Format and Signing of Proposal

- 8.1 The Proposal shall be typed and signed by a person or persons duly authorized to sign on behalf of the Interested Parties. All pages of the Proposal shall be initialed by the person or persons signing the Proposal. The Proposal shall be submitted in one original and one photocopy.
- 8.2 The Interested Parties shall place the proposal and other documents as specified in the RFP in separate sealed inner envelopes clearly marking each one as "ORIGINAL-PRICE PROPOSAL", "ORIGINAL-TECHNICAL

PROPOSAL” and “OTHER DOCUMENTS”.

The sealed price proposal, technical proposal and other documents envelopes shall be enclosed in a single sealed outer envelope.

8.3 The inner and outer envelopes shall:

- (a) be addressed to the Tender Officer at the address mentioned in Notice of Request for Proposal; and
- (b) bear the following identification:

Tender for Concreting and other miscellaneous civil works at Shahbad Mohammad Pur.

DO NOT OPEN BEFORE : 14th November, 2013 15:00 Hours

- 9. Late Proposal** 9.1 Any Proposal received by the Tender Officer after the closure date for submission of Proposal prescribed in Notice of Request for Proposal will be rejected and returned unopened to the Interested Party.
- 10. Withdrawal and Modification of Proposal** 10.1 The Interested Party may withdraw its Proposal provided that written notice of the withdrawal is received by the Tender Officer prior to the closure date for submission of the Proposal.
- 10.2 Following withdrawal of a Proposal, the Interested Party may submit another Proposal prior to the closure date for submission of Proposal in accordance with these Instructions to the Interested Parties.
- 10.3 No Proposal may be modified by the Interested Party after the closure date for submission of Proposal, except in accordance with Clause 14.2.
- 11. Process to be Confidential** 11.1 Information relating to the examination, clarification, evaluation and comparison of the technical proposals, price proposal and recommendations for the award of the Contract shall not be disclosed to the Interested Party or any other persons not officially concerned with such process.
- 12. Preliminary Examination of Technical Proposals** 12.1 Prior to the detailed evaluation of Proposal, the Tender Officer will examine the Proposal to determine whether they are complete, whether the documents have been properly signed, and valid authorization are included and whether the Proposals are generally in order. Any Proposal found to be non-compliant in any manner will be rejected and not included for further consideration.
- 13. Evaluation and Comparison of Technical Proposals** 13.1 The Tender Officer will carry out an evaluation of the Proposal in order to determine whether the technical aspects are substantially compliant with the requirements set forth in the RFP. In order to reach such a determination, the Tender Officer will examine all the information supplied by the Interested Parties and other requirements in this RFP.
- 14. Clarification of Technical Proposals and Amendment to the Tender Documents** 14.1 To assist in the examination, evaluation and comparison of the Proposal, the Tender Officer may, at its absolute discretion ask any Interested Party for clarification of its Proposal. The request for clarification and the response shall be in writing or by facsimile unless the Tender Officer believes, in its absolute discretion, that a clarification meeting with the Interested Party is required. The Tender Officer shall conduct such clarification meetings with each or any Interested Party as it deems fit.

- 14.2 In cases where the Employer's Requirements have been changed by DAFFPL after the last date for submission of the Proposal, the Tender Officer will notify all the Interested Parties satisfying the requirement in Clause 12.1 and the Interested Parties will be requested in writing to submit a supplementary technical proposal in conformity with the change in the Employer's Requirements in the Contract and a supplementary price proposal within a specified period. The supplementary price proposal shall only contain the changes in price resulting from the changes in the Employer's Requirements.

The Interested Parties should note that, if the Tender Officer, during the evaluation of the price proposals, considers that the changes in the supplementary price proposal are unrealistic in comparison with the original price proposal, the Proposal is liable to be rejected.

The Interested Parties not wishing to change their technical proposals may withdraw from the tendering process without forfeiting the Tender Security.

- 14.3 The Interested Party shall seal the original supplementary technical proposal, original supplementary price proposal and one photocopy of the supplementary proposal in separate sealed envelopes clearly marking the respective envelopes as:

"ORIGINAL SUPPLEMENTARY TECHNICAL PROPOSAL";
"ORIGINAL SUPPLEMENTARY PRICE PROPOSAL"
"COPY 1 SUPPLEMENTARY TECHNICAL PROPOSAL", etc., as appropriate.

- 14.4 Supplementary proposals (technical and price) which are not received in the time specified by the Tender Officer, will result in rejection of the Proposal.

15. Opening of Price Proposals

- 15.1 The Tender Officer will open the price proposal(s), technical proposal and the supplementary proposal (if provided) of each Interested Party who submitted a substantially compliant with the requirements of this RFP.

16. Process to be Confidential

- 16.1 Information relating to the examination, clarification, evaluation and comparison of the price proposals, technical proposal and recommendation for the award of the Contract shall not be disclosed to the Interested Party or any other persons, by DAFFPL.

17. Clarification of Proposals

- 17.1 To assist in the examination, evaluation and comparison of proposals, the Tender Officer may, at its discretion, ask any Interested Party for clarification of its Proposal. The request for clarification and the response shall be in writing or by facsimile.

18. Correction of Errors

- 18.1 Price proposals determined to be substantially compliant will be checked by the Tender Officer for any arithmetic errors.

Arithmetic errors will be rectified and the total lump sum amount for the supplies will be corrected on the following basis:

- (a) If there is a discrepancy between the unit rate and the amount that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the amount will be corrected unless in the opinion of the Tender Officer there is an obvious misplacement of the decimal point in the unit rate, in which case the amount as quoted will govern and the unit rate corrected.

- (b) If there is a discrepancy between the total amount in any schedule in the Price Schedule and the sum of various amounts in that schedule, the sum of various amounts in that schedule shall prevail and the total amount will be corrected.
- 18.2 The amount stated in the price proposal will be adjusted by the Tender Officer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Interested Party.
- 19. Discussions**
- 19.1 The Tender Officer will evaluate and rank Proposal based upon an evaluation of the technical and price criteria. The Tender Officer will invite for discussions, such Interested Parties who shall have submitted substantially compliant price proposals, in order to arrive at the most advantageous Proposal.
- The most advantageous Proposal will be the Proposal which, in the assessment of the Tender Officer represents the best value for money to DAFFPL, taking into account the evaluated price and the technical proposals.
- 20. Award**
- 20.1 The Tender Officer shall present the results of the evaluation of the technical and price criteria to the Employer and with the consent of the Employer, will award the Contract to the successful Interested Party whose Proposal has been determined to be substantially compliant and who has offered the most advantageous Proposal for carrying out the Work, in accordance with this RFP.
- 21. Right to Accept any Proposal and to Reject any or all Proposal**
- 21.1 Notwithstanding Clause 20, DAFFPL reserves the right to accept or reject any Proposal and to annul the tendering process and reject all Proposals, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Interested Party(s) or any obligation to inform the affected Interested Party(s) of the grounds for DAFFPL's action.
- 22. Notification of Award**
- 22.1 The Tender Officer will notify the successful Interested Party, and upon the furnishing by the successful Interested Party of a performance bond in accordance with the Contract, the Tender Officer will promptly notify the other Interested Parties that their Proposal have been unsuccessful.
- 23. Signing of the Contract**
- 23.1 Within 7 (Seven) days or any other period notified by the Tender Officer, the successful Interested Party shall sign the Contract with DAFFPL in duplicate and return a copy of the same to DAFFPL.
- 24. SME Act**
- 24.1 **Please mention whether your organisation is registered under SME Act, 2006. If you do not mention the above, you will be considered as Non-SME**

Attachment 1

FORM OF PROPOSAL

(On the Interested Party's Letterhead)

date.....

Tender Officer
Mr. R. Ramachandra Rao, CEO
Delhi Aviation Fuel Facility (Private) Limited
Terminal 3 Project Offices, Opposite Terminal-3,
IGI Airport, New Delhi – 110 037, India
Tel. + 91-11-[4608 4200],

Re:

Dear Sir,

1. Having examined Request for Proposal [and addenda thereto (if any)] issued by Delhi Aviation Fuel Facility (Private) Limited for the above-mentioned work, we have ascertained that they contain no errors or other defects.
2. Other Documents attached to this Form of Proposal are as following:
 - a) Letter of Undertaking for Non-Disclosure;
 - b) Details of Works similar Works by Interested party
 - c) Equipment Deployment Schedule, if applicable
 - d) Method Statement, if applicable
 - e) Execution Programme

We accordingly offer to execute the Works, in conformity with such documents and our enclosed price proposal (including this letter) for the prices completed and set out in price proposal - Bill of Quantities.

3. We undertake:
 - 3.1 to keep this Proposal open for acceptance without unilaterally varying or amending its terms for the period stated in the Request for Proposal.
 - 3.2 that if this Proposal is accepted, we shall provide in such numbers and in such form as may be stipulated in the Agreement such Performance guarantees, undertakings and warranties;
4. We understand that you are not bound to accept the lowest or any Proposal you may receive.
5. This Proposal shall be governed by and construed in all respects according to the applicable laws being in force in India. The courts at Delhi will have exclusive jurisdiction in the matter.

Signature _____

in the capacity of _____

Duly authorised to sign Proposal for and on behalf of

Attachment 2

Form of Letter of Undertaking

[On the letterhead of the Interested Party]

Letter of Undertaking

Date:

Delhi Aviation Fuel Facility (Private) Limited
Terminal 3 Project Offices, Opposite Terminal-3,
IGI Airport, New Delhi – 110 037, India
Tel. + 91-11-[4608 4240],

Re:

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

1. **“Confidential Information”** means the RFP 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 (Private) Limited or obtained directly or indirectly from Delhi Aviation Fuel (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 RFP, as being confidential information of Delhi Aviation Fuel (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 (P) Limited to any third party.
 - (ii) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
4. In case the Proposal of the undersigned Interested Party is not accepted and immediately upon the acceptance of the Proposal of any of the other Interested Party, the undersigned Interested Party, shall:
 - (i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
 - (ii) Destroy all copies of Confidential Information in its possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.

5. The undersigned Interested Party shall certify to Delhi Aviation Fuel t (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 t (Private) Limited.

Name of Interested Party's

Signature of Authorized Representative

Attachment 3

	Details of the Project /works/supply executed by the Interested party of similar nature, scale, complexity and time constraints.	
	Project Name:	
	Employer	
	Main Contractor	
	Approximate Value of Works	
	Start Date – Completion Date	
	Brief Description & Indicative Quantities	
	Reference Contact, Name & Phone	

Attachment 4

Tender Security No. [*]

Name and Address of the Beneficiary: Delhi Aviation Fuel Facility (P) Ltd.
New Udaan Bhawan,
New Delhi – 110037
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
- 3) DAFFPL entered in to the contract with the Interested party but the Interested party has failed to deliver a performance bond complying 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 RFP 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 RFP.

Date:

Signature:

Designation:

Section 2

PRICE SCHEDULE – BILL OF QUANTITIES

As per Annexure

Section 3

TECHNICAL SPECIFICATIONS *As per Annexure*

Section 4

COMMERCIAL TERMS AND CONDITIONS - Indicative

ITEM	DATA
The Contract Sum	Will be arrived on the basis of quantities and at the rates mentioned in the Bill of Quantities agreed between the Parties and shall be inclusive of all taxes, duties and levies
Currency of the Contract	Any International currency i.e. INR, USD, EURO and British Pound
Price Basis	All taxes, duties, levies as may be applicable for the supply shall be included in the Contract Sum and Contractor shall provide the details of the same along with its offer, all benefit should be passed to the employer.
Price escalation	The unit rate quoted in the BOQ shall remain fixed throughout the Term of the Contact and shall not be subject to any escalation on any account whatsoever.
Payment	Purchase Order Sum shall be payable as per following schedule: Purchase Order Sum shall be paid within 15 days after successful completion of the work
Advance Payment	An advance of 20% of the total cost can be granted provided the parties furnish a Bank Guarantee for the said amount valid till completion of the works.
Performance Bank Guarantee	Bank Guarantee for an amount equal to 10% (Ten percent) of the Contract Sum, valid till 30 (Thirty) days after the expiry of the Defect Rectification Period.
Retention Money	5% of the gross certified amount
Return of Retention Money	50% of the Retention Money amount shall be repaid to the Party upon completion of delivery against Bank Guarantee of equivalent amount, without any interest. Balance 50% of the Retention Money amount shall be paid after the expiration of the Defects Rectification Period of the Works and upon issuance of the Defects Rectification Certificate.
Approvals and Licenses from Relevant Authorities	Contractor to procure at its own cost and expenses all Approvals and Licenses from the Relevant Authorities as applicable.
The Defects Rectification Period	12 Months from the date of successful Testing and commissioning of the Equipment at the Project site.

ITEM	DATA
Latent Defects Rectification Period	Not Applicable
Liquidated Damages	0.5% (Half percent) of the Contract Sum per week of delay in whole of the Works up to a maximum of 10% (Ten percent) of the Contract Sum.
Insurance	The Contractor shall, inter alia, be responsible for taking insurances at its own cost
Progress Report	Within 7 days of the receipt of the Purchase Order, Party shall furnish to us an activity chart, showing various activities involved in the manufacture and supply of Equipment including preparation of all design/drawings, procurement of Bought Outs, Testing, Inspection, Packing and Dispatch activities. Party further review this chart regularly (once a month) with us and submit an updated chart bringing out the latest status in every Two weeks
Jurisdiction	Republic Laws of India. Courts of New Delhi shall have the exclusive jurisdiction
Inspection and Testing	(i)Supplier shall submit Quality Plan upon receipt of Purchase Order for Purchaser's approval. Only after prior approval, supplier should start the work
Dispute Resolution	Any dispute shall in the first instance be attempted to be resolved amicably between the Parties. In the event that the Dispute in question is not resolved amicably then either Party may refer the Dispute to arbitration as per Arbitration and Conciliation Act, 1996. Sole arbitrator shall be appointed by DAFFPL. Place of arbitration shall be Delhi.
Employer's Representative	Mr. R. Ramachandra Rao, CEO Delhi Aviation Fuel Facility (P) Limited
Contractor's Representative	
Addresses for Notices	In case of Employer: Delhi Aviation Fuel Facility (Private) Limited, Level 1, Wing A Terminal 3 Project Offices, Adj. to New Udaan Bhawan, IGI Airport, New Delhi – 110 037, India Ph: +91 11 46084200 In case of Contractor:

Section 5

PROGRAMME OF WORKS

[Change as appropriate]

ITEM	DATA
Commencement Date	TBA
Time for Completion	8 weeks from the date of placing the Order
Milestones	To complete assembly and commissioning within 15 days from the time the materials reached at the site
Key Performance Indicators	To deliver as promised and agreed upon.

Section 6

CONTRACTORS OBLIGATIONS – Indicative

ITEM	DATA
Design of Works	Supplier's scope
Detailed Design	Supplier's scope
Contractor's submissions	<ul style="list-style-type: none"> (i) Quality Assurance Plan (ii) Environment Management Plan (iii) Construction Method Statement (iv) Details of Contractor's Equipment proposed for the Works (v) Working Drawings/ Shop Drawings/ Interface and Co-ordination Drawings (vi) As-Built Drawings (vii) Operation and Maintenance Manuals
Clearance of Site	The contractor shall keep its site clean at all times and shall remove all the construction waste, debris, excess materials, rubbish generated during the execution of the works and all its temporary facilities to off site outside the Airport area at its own cost and risk.
Safety, Health and Environment (HSE)	The Contractor shall implement all HSE precautions and measures in conformity to the approved standards and guidelines. The Contractor shall during construction provide safety barricades at his own cost as per specifications prescribed by DAFFPL to segregate the working area to ensure safety of all concerned.
Electricity and Fuel	Contractor will be provided with electricity and fuel required for the execution of the works at the Fuel Farm.
Watch and ward	Not Applicable
Applicable Clearances	At the time of commissioning the contractor shall coordinate with Fuel Farm Manager for smooth commissioning.
Subcontracting	The contractor may sub contract any of its obligations to be performed under the contract to a sub contractor but not the whole of the works. The contractor shall subcontract only after obtaining the prior written approval of DAFFPL of subcontractor and the terms and conditions of the contract between contractor and such Subcontractor (except price).
Related Works	The contractor shall at its own cost and expense take all reasonable steps to coordinate, plan and perform the works by ensuring complete interface and coordination with the works of the Related Works Contractors.

ITEM	DATA
Indemnification	Supplier shall indemnify DAFFPL in case of any loss or due to any fault, omission or breach of any law or violation of any obligation during the execution of the Works.
Compliance with OMDA	Not Applicable
Compliance with Labour Laws	Supplier to submit declaration of compliance to labour laws in accordance with the prevailing rules and regulations of the Relevant Authorities, as applicable.
Assignment	No assignment by the Contractor.

Section 7

EMPLOYER'S OBLIGATIONS – Indicative

ITEM	DATA
Land for Temporary facilities	Not Applicable
Water for construction	Will be provided
Permits and any Applicable Clearances , if any	To be taken from the station manager
Other facilities	Not Applicable