



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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



TENDER NO: DAFFPL/MOD/FF/2021-22/07

**INVITING TENDER FOR
DESIGN CONSULTANCY FOR CONSTRUCTION OF 9000KL AG
ATF STORAGE TANK**

BID DUE DATE & TIME: 1500 Hrs. IST on 31st January 2022

OPENING OF TECHNICAL BIDS: 1100 Hrs. IST on 1st February 2022



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PRICE BID FORMAT

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

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



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**TENDER NOTICE
DELHI AVIATION FUEL FACILITY PRIVATE LIMITED**

**INVITING TENDER FOR
DESIGN CONSULTANCY FOR CONSTRUCTION OF 9000KL AG
ATF STORAGE TANK**

TENDER NO: DAFFPL/MOD/FF/2021-22/07

Delhi Aviation Fuel Facility (P) Ltd (DAFFPL) invites bids from eligible bidders for design consultancy for construction of 9000KL AG ATF storage tank(Height-20M, Dia-24M). Detailed scope of work is attached as annexure 1.

Bid Security (EMD):	As mentioned in the Tender document
Date, Time & Venue for Pre-bid Meeting:	14 th January 2022; 1100 HRS (IST) at DAFFPL, Aviation Fueling Station, Shahabad Mohammadpur, New Delhi-110061
Last Date of Submission of First Stage of Queries	Upto 18:00 HRS (IST) on 17 th January 2021.
Bid Due Date, Time & Place of Submission:	Upto 15:00 HRS (IST) on 31 st January 2021, at e-Tendering Portal of DAFFPL.

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

Chief Executive Officer
DAFFPL, New Delhi



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

CHAPTER 1: INTRODUCTION (COVERING NOTE)

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

The bidder/ designer shall refer to various sections of this tender document for detailed scope of work. It is designer's/ bidder's responsibility to execute the job in all respects as per specification furnished by consultant / owner and as per applicable codes, standards & in line with statutory requirements.

The field circumstances shall also be taken into consideration and methods suitable to the site conditions shall be adopted with concurrence of the Engineer-in-charge and in line with manuals, instructions of respective equipment and specified codes and standards. The successful accomplishment of the project is greatly influenced by the teamwork, workmanship of the workers and supervisors.

The Designer/Bidder shall employ only such workers and supervisors who have considerable experience of similar work and who can work, temperamentally in good harmony and co-operation.

Delhi Aviation Fuel Facility Private Limited (DAFFPL) invites tenders in prescribed tender form under two-bid system. For viewing details including EMD, BID QUALIFICATION CRITERIA etc. please visit our e-Tendering web site <http://daffpl.enivida.com>

The bids are to be submitted on the e-Tendering portal of **Delhi Aviation Fuel Facility Private Limited (DAFFPL)**.



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

Part-I : Bid Security / EMD in accordance with tender document.
Part-II : BQC (Bid qualification criteria), Technical & commercial Bid, duly filled in & along with all supporting as requested to be submitted/uploaded on DAFFPL e-tendering portal.
Tender Box.
Part -III : Price Bid.

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



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9. Please note that queries related to scope of job, tender specifications, terms & conditions etc., should be submitted on e-tender portal before the query closing date. Any modification in the bid document that may become necessary as a result of the Pre-Bid meeting shall be made by the owner exclusively through the issues of corrigendum/ addendum posted at e-tender portal.

10. UNSOLICITED POST BID MODIFICATION

Bidders are advised to quote strictly as per terms and conditions of the Bidding Document. After tender submission due date & time/ extended due date & time (as the case may be) the bidders shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought/allowed on any deviations or exceptions mentioned in the bid.

11. EMD & Techno Commercial bid shall be opened on or after the date mentioned on tender opening date on e-tender portal. Price Bid of only those bidders whose offer is found meeting both BQC & techno-commercially acceptable, shall be opened on a later date as decided by DAFFPL.

12. DAFFPL reserves the right to accept any one or more tender in whole or in part or reject any or all tenders without assigning any reason. DAFFPL reserves right to accept any or more tenders in part. Decision of DAFFPL in this regard shall be final and binding on the bidder.

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

Mr. Ajay Singh, Asst. Manager Projects, ajay.singh@daffpl.in , 9999946309,	Mr. Manish Kumar Project Officer manish.kumar@daffpl.in , 9810640818	vishvajit@daffpl.in
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13. GOVERNING LAWS: The laws of Union of India shall govern all matters concerning the tender. Any issue arising related to the tender, or the selection process shall be adjudged by the courts in Delhi alone.

14. A Pre-bid meeting shall be conducted on **14th January 2022 at 1100 Hrs IST** at the office of DAFFPL, New Delhi. All prospective bidders can participate in the same. Any clarification regarding tender shall be sorted out during the pre-bid meeting.

- a. The purpose of the pre-bid meeting is to clarify any doubts of the BIDDER on the interpretation of the provisions of tender.



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- b. Bidder(s) are requested to submit their queries, mentioning form name, clause no. & clause as per schedule in order to have fruitful discussions during the meeting.
- c. All the Bidder(s) are requested to attend the pre-bid meeting to be held at DAFFPL Office as per schedule.

15. **Earnest Money Deposit (EMD) (also referred to as Bid Security):** Bidder shall be required to submit the Earnest Money Deposit (EMD), either in the form of Bank guarantee as per format (provided as Annexure) or bank transfer (IMPS/RTGS) in favor of Delhi Aviation Fuel Facility Private Limited. The EMD in either form has to be submitted on or before the due date & due time of bid submission of this tender with a covering note mentioning the tender no.

Direct bank transfer for Tender Fee and Earnest Money Deposit to DAFFPL account as detailed below. The UTR Reference and date shall be provided in the Tender portal for DAFFPL verification.

Name of Account	DELHI AVIATION FUEL FACILITY PRIVATE LTD.
Account No.	39040531887
Name of Branch	Corporate Accounts Group-II Branch, New Delhi
IFSC Code	SBIN0017313
SWIFT	SBININBB824
MICR	110002562
PAN	AAACS8577K
TAN	DELS55939C
BSR	0017313

- a. The bidders not submitting EMD by due time & date shall be rejected & their bids shall not be evaluated further.
- b. **The EMD amount shall be 1.0 (One) Lakh INR**
- c. Firms registered with National Small-Scale Industries (NSIC)/MSME of India are exempted from submission of EMD/bid security. Central Public Sector Enterprises of India and Firms registered with Nation Small Scale Industries Corporation (NSIC) of India are exempted from submission of EMD/Bid Security. Central Public Sector Enterprises are requested to give a self-declaration on their letter head to this effect. Bidders registered with NSIC of India are also requested to submit self-declaration on their letter head to this effect along with a copy of their Valid Registration certificate.



16. **Site Condition:** Designer/bidder shall visit the site and ensure familiarity with the working condition / limitations at the site. Also, the entire works are to be carried out in an operating Location. The designer/bidder may have to follow the timings of the facility and must work under restricted conditions. The normal working hours of facility is 0930 Hrs to 1800 Hrs on Monday to Saturday except holidays. Working beyond above normal working hours /holidays /Sundays are to be with prior permission of Engineer in charge and relevant facility officers. Designer/bidder is required to plan his work within the normal working hours and days and accordingly he has to mobilize the resources to complete the job within the scheduled time. However, all efforts will be made by DAFFPL to give extended working time beyond normal working time in order to help the designer/bidder for early completion of the job. No additional payment / charges shall be payable for such works. Not getting permission for working on holidays/ Sundays or beyond normal working hours will not be considered as reason for delay in work. The designer/bidder and his personnel have to obey all rules and regulations of the plant. Trained and experienced supervisor/ engineer are required to be present at the work spot always.

We suggest the tenderer to visit the DAFFPL site and familiarize himself with location, operating / working conditions as well as any other local factors which could influence the working before quoting for the job. His quote should take care of any such restrictions; conditions etc. and any claim afterwards will not be entertained. **It is suggested that the Tenderer visits the site in order to have a better idea of site conditions and factors.** No extra payment in these regards will be made.

17. **Completion Period:** Time is the essence of the contract. The time period of completion of "Part A" of scope of works (Annexure 1) is **01 (One) months** from the date of Letter of Intent/notification of award.

"Part B" of scope of works is dependent on the progress of fabrication of tanks & is estimated to be completed in 14 months from the date of award of this design tender. There shall be no additional financial implications on DAFFPL if there is any extension of time period for this contract beyond 14 months.

18. The contractual completion period is inclusive of all the lead time for site visit/preparation of drawings/inspection/testing, or any other activity whatsoever required to be accomplished to complete the work in all respect.



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19. For "Part B" of scope of works, the successful bidder shall have a total of 4 business days to revert to the Fabricator/Contractor/DAFFPL submission.

Time period shall be calculated from the date of submission of documents/drawings etc. by the fabricator/contractor/DAFFPL for review/approval by designer/successful bidder.

20. For carrying out the jobs inside the depot the vendor must arrange for associated tools, tackles, manpower, machinery of his own and no extra payment will be made to vendor on account of the same.

THE FORMS /ATTACHMENTS TO THIS TENDER ARE AS UNDER:

1. Chapter 1: Covering Note
2. Chapter 2: Instructions to Bidders
3. Chapter 3: Bid-Qualification Criteria
4. Chapter 4: Scope of Work (Also attached as Annexure 1)
5. Chapter 5: General Terms & Conditions
6. Annexures attached are as follows:
 - Annexure I – Scope of Work
 - Annexure II – DEVIATION SHEET
 - Annexure III – DECLARATION SHEET
 - Annexure IV – FORMAT FOR DRAFT BANK GUARANTEE IN LIEU OF BID SECURITY (EMD)
 - Annexure V - FORMAT DRAFT COMPOSITE BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE GUARANTEE
 - Annexure VI – FORM OF LETTER OF UNDERTAKING
 - Annexure VII – DECLARATION TO BE SUBMITTED ALONGWITH Technical BID
 - Price Bid

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



CHAPTER 2: INSTRUCTIONS TO BIDDERS

1. The bidder shall bear all costs associated with the preparation and submission of the bid and Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. The bidders should have valid class 3 Digital sign certificate with encryption.
3. Bidders are requested to register on our E-Tendering portal on <https://daffpl.enivida.com>
4. Bidder can contact on e-portal helpdesk numbers 011-49606060, 9355030617 during 9:30 hrs to 18:00 hrs for any query/assistance for registration & tender documents submission.
5. Vendor is requested to submit their bids taking full notice of all the technical specifications, terms and conditions, forms & attachments to this tender. Bids must be submitted only through e-Tender portal.
6. Owner reserves the right to accept / reject any or all bid qualification documents at their sole discretion without assigning any reason whatsoever.
7. Owner is not responsible for any delays from bidder end.
8. Owner reserves the right to make any changes in terms and conditions of purchase before due date of bid submission and to reject any or all bids received incomplete.
9. Undertaking by the bidder:
 - a. I/we hereby undertake that the statements made herein/information given in the bids through e-Tendering system/annexure/forms referred are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling DAFFPL to avoid any resultant contract.
 - b. I/we further undertake as and when called upon by DAFFPL to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.
10. Owner, at its discretion reserves the right to verify information submitted by



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the bidders.

11. Bidder to submit documents/information to satisfy the bid qualification criteria. Bidders should also be able to produce further information as and when required by DAFFPL within a time limit as specified by DAFFPL.
12. DAFFPL reserves their right to negotiate the quoted prices with lowest bidder.
13. Bidders would be qualified based on data and documents submitted by them.
14. Owner's decision on any matter regarding short listing of vendors shall be final and no corresponding in this regard will be entertained.
15. The vendors who are on IOCL/BPCL/DIAL holiday list or delisted will not be considered.
16. The bidder is expected to examine all instructions, forms, attachments, terms and specifications in the tender document. The entire tender document together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidder, unless deviations are specifically stated seriatim by the bidder. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder risk and may result in the rejection of his bid. The bidder scope of supplies as specified in the material requisition shall be in strict compliance with the scope detailed therein and in the bid document.
17. Bidders in their own interest shall ensure that they submit their bid, complete in all respects, well within the specified bid due date and time. No relaxation shall be given for delay due to any unforeseen event in submission of bid.
18. At any time prior to the bid due date, we may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid document. The amendment will be notified through our portal for e-tender to all prospective bidders and will be binding on them. In order to afford prospective bidder, reasonable time in which to take the amendment into account in preparing their bids, we may, at our discretion, extend the bid due date.



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19. The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and the owner shall be written in ENGLISH language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
20. Declaration with the bid qualification criteria that bidder has not been banned or delisted by any Government or quasi Government agencies or Public Sector Undertaking (PSU) as per declaration format (provided as annexure) of the tender document should be submitted along with the bid.
21. Bidders are advised to submit bids based strictly on the terms & conditions and specifications contained in the tender document and not to stipulate any deviations. Each Bidder shall submit only one bid. A Bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.
22. The Owner may, at its discretion, extend the bid due date, in which case all rights and obligations of the Owner and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended. The same will be hosted in the e-tendering portal.
23. Bids shall be kept valid for 4 months from the bid due date. A bid valid for a shorter period shall be considered as non-responsive and rejected by the Owner. Notwithstanding above, the Owner may solicit the Bidder consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. The EMD (bid security) shall also be accordingly extended.
24. Telex/ Telegraphic/ Telefax / E-mail/Physical offers will not be considered and shall be rejected.
25. No bid shall be modified subsequent to the due date & time or extension, if any, for submission of bids. Bidder(s) to note that Price changes after submission of bid shall not be allowed. In case any bidder gives revised prices/price implication, his bid shall be rejected. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder. Withdrawal of a bid during this interval shall result in the forfeiture of Bidder s EMD.



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26. Bids that do not meet the Bid qualification criteria as specified in the bid document shall be rejected. A bid with incomplete scope of work and/or which does not meet the technical requirements as specified in the bid document, shall be considered as non-responsive and rejected. Conditional bids will be liable for rejection.
27. The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
28. The bids without requisite EMD and/or not in the prescribed Performa and the time limit will not be considered and bids of such bidder(s) shall be rejected.
29. PRICE EVALUATION CRITERIA: As award is on overall landed lowest basis, part offers will be rejected. Bidder has to quote for all items in a lot for us to consider them.
30. Prior to the expiration of period of bid validity, the owner will notify the successful bidder in writing or by e-mail, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract. Delivery Period shall be counted from the date of notification of award (Letter/Fax/e-mail of Intent).
31. Any efforts by a bidder to influence the owner/ in the owner bid evaluation, bid comparison or contract award decisions may result in the rejection of their bid.
32. ISSUE OF CONTRACT/ PURCHASE ORDER: After the successful bidder has been notified that his bid has been accepted, DAFFPL will send to such bidder a detailed contract/purchase order incorporating all the terms and conditions agreed between the parties. Within 05 days of receipt of the detailed purchase order, the bidder shall sign and return to the owner the duplicate copy of the order as a token of their acknowledgement.
33. Vigil Mechanism: DAFFPL has developed the Vigil Mechanism to deal with references/ grievances, if any, that is received from bidders who participated / intends to participate in the tender. The details of the same are available on our website www.daffpl.in



34. VERIFICATION BY OWNER: All statements submitted by bidder regarding experience, manpower availability, equipment and machinery availability etc., are subject to verification by the owner either before placement of order or after placement of order. If any data submitted by the bidder at the bid stage is found to be incorrect, the offer is liable to be rejected or the contract/order is liable to be terminated.

35. EVALUATION OF BIDS

- a. Qualification of Bidder: The experience details and financial & technical capabilities of the bidder(s) shall be examined to determine whether the bidder(s) meet the Bid Qualification Criteria mentioned in the INVITATION FOR BIDS (IFB).
- b. The Owner will examine the bids to determine whether they are complete & if they are free of any computational errors, whether the documents have been properly signed and whether the bids are generally in order.
- c. The bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and bids of such bidder Bidder(s) shall be rejected.
- d. To assist in the examination, evaluation and comparison of technical bids, the owner/ may, at its discretion, ask the Bidder clarifications on the bid. The request for such clarifications and the response thereto shall be through the e-tendering portal / Online.
- e. Prior to the evaluation and comparison of the bid, the owner will determine the substantial responsiveness of each bid to the bidding documents. For the purpose of this Article, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations or reservations. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, inconsistent with the bidding document, the DAFFPL's rights or Bidder's obligation under the contract and retention of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. The owner's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.
- f. A bid determined as substantially non-responsive after final evaluation will be rejected by the Owner and shall not subsequently be allowed by the Owner to be made responsive by the Bidder by correction of the non-conformity.



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Note:

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

CHAPTER 3: BID-QUALIFICATION CRITERIA

Bidders need to meet following pre-qualification criteria to qualify for short-listing as a successful vendor, who would be evaluated for this tendering process.

➤ **Techno-Commercial Criteria:**

The bidder shall have satisfactorily executed either of the following during the last 7 years ending 31/12/2021:

The Bidder should have completed at least **one similar work**, costing not less than **INR 8 Lakhs**.

OR

The Bidder should have completed at least **two similar works**, each costing not less than **INR 5 Lakhs**.

OR

The Bidder should have completed at least **three similar works**, each costing not less than **INR 4 Lakhs**.

Notes:

- a. Similar works means designing of ATF storage tanks according to API 650 at petroleum installations.
- b. The copy of work orders/completion certificates/copy of design deliverable/proof w.r.t. above criteria to be submitted along with bids.

FINANCIAL CAPACITY

Bidder shall have minimum average annual turnover of **Rs. 6.00 Lakhs** as per audited financial results in the preceding three financial/calendar years. "Turnover shall mean Consolidated Turnover in case of a Bidder having wholly owned subsidiaries"

Note: Turnover for this purpose should be as per audited P&L statement including Balance Sheet/ Published Account/ Profit & Loss Account



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Statement of the tenderer. However, if the tenderer is not required to get its accounts audited under Section 44AB of the Income Tax Act, 1961, certificate from a practicing Chartered Accountant towards the turnover of the tenderer along with copies of its income tax return should be obtained.

Total revenue as per schedule III of companies' act, 2013 (earlier revised schedule VI of companies Act, 1956) shall be considered as Turnover. Audited balance sheet / published accounts on calendar year basis shall also be acceptable. The financial statements copy must bear the registration number of the authorised chartered accountant and its seal. (This is not applicable for published annual reports).

- Both the above criteria (Technical & Financial) to be met for acceptance of the bid.

OTHER INFORMATION OF BQC

1. Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them. "Affiliate" of a Party shall mean any company or legal entity which:
 - a. Controls either directly or indirectly a Party, or
 - b. Which is controlled directly or indirectly by a Party; or
 - c. Is directly or indirectly controlled by a company, legal entity or Partnership which directly or indirectly controls a Party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.
2. Bids may be submitted by:
 - a. A single person/ entity (called sole bidder);
 - b. A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
 - c. A consortium (including an unincorporated JV) having a maximum of 3 (three) members;



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- d. An Indian arm of a foreign company.
3. Fulfillment of Eligibility criteria and certain additional conditions in respect of each of the above 4 types of bidders are stated below, respectively:
 - a. The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each eligibility criteria.
 - b. In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.
 - c. In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:
 - I. Each member in a consortium may only be a legal entity and not an individual person;
 - II. The Bid shall specifically identify and describe each member of the consortium;
 - III. the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
 - IV. One participant member of the consortium shall be identified as the "Prime member" and contracting entity for the consortium;
 - V. This prime member shall be solely responsible for all aspects of the Bid/ Proposal including the execution of all tasks and performance of all consortium obligations;
 - VI. The prime member shall fulfill each eligibility criteria;
 - VII. a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized



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officer clearly identifying the role of the member in the Bid and the member's commitment to perform all relevant tasks and obligations in support of the

- VIII. Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
- IX. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
- X. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
- XI. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
- XII. Any person or entity can bid either singly or as a member of only one consortium.

- d. In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to full fill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work, etc.



CHAPTER 4 : SCOPE OF WORK

Scope of Works for Design Consultant for “EPC works for Fixed Roof 9000 KL Tank”

M/s. DAFFPL intends to build a new, 9000 KL Vertical CR Tank by hiring an EPC Contractor (Engineering, Procurement & Construction type contract). In order to get an EPC Contractor on board, M/s. DAFFPL intends to hire a design consultant of repute who shall carry out the following tasks (not limited to the below list) and ensure successful tendering of the project.

Part A: Designing Stage

1. General
 - a. Process & Instrumentation Diagram
 - b. General Layout inclusive of new tank
 - c. Extension & connection of existing piping to new tank: Schematic & drawings
 - d. Extension of existing system (electrical & instrumentation/PLC Interface): Schematic & typical drawings
 - e. Product Sampling typical drawings
 - f. Valve and accessory's schematic/typical drawings & datasheets
 - g. Preliminary Testing & Commissioning Procedure
 - h. Typical drawings & sectional drawings for Civil, Mechanical & Electrical works
2. HAZOP and Risk Assessment
3. Civil Works (Schematic & Typical Drawings as applicable)
 - a. Tank Foundation details, specifications & typical drawings
 - b. Paving
 - c. Dyke Wall Modification including impervious flooring
 - d. Platforms and Gratings
 - e. Drain
 - f. Pipeline supports
 - g. Allied Specifications, Schematics, typical drawings & drawings to reflect site conditions
4. Tank Design
 - a. Tank Design as per API 650 and other applicable codes for storage of JetA1 at Aviation Fuel Storage at Airports. (API/JIG/EI/BIS/OISD/ASME etc.)
 - b. Tank Datasheet
 - c. General Arrangement Drawings



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- d. Stress and Weight calculations & corresponding specifications
 - e. Tank Vent Design and Calculations
 - f. Floating Suction calculations, specifications & typical drawings
 - g. Appurtenance Details
 - h. Nozzle Typical drawings & Specifications
 - i. Tank Earthing specifications & typical drawings
 - j. Any other specifications/drawings as required for construction of Tank at this facility.
5. Fire Fighting Equipment & Allied Works
- a. Fire Fighting Design, schematic & typical drawings for Tanks & facility
 - b. Fire Water Calculations
 - c. Foam System calculations
 - d. Specifications and Datasheets for pipelines & accessories
6. Piping & Accessories
- a. Pipe Material Specifications (PMS)
 - b. Valve Material Specifications (VMS)
 - c. Thermal Venting Specifications
 - d. Pipeline General Arrangement
 - e. Typical Piping drawings
 - f. Gratings
 - g. Fast Flusher Connections, Specifications and drawings
 - h. Product Sampling Arrangement Scheme and Technical Specifications
 - i. Any other allied equipment as required.
7. Electrical and Instrumentation (Schematics & Typical drawings as applicable)
- a. Tank & accessories Integration Design and Details
 - b. Tank & accessories Instrumentation datasheet
 - c. Typical Duct Bank/cable trays Details for Power, Control and Signal Cables
 - d. Typical Cable Entry Details for accessories such as Motor Operated and ROSOV Valves etc.
 - e. Typical Designing of Motor Control Center (LT Panel) for proposed Valves and equipment's
 - f. Typical Design related to Earthing System and Earth Pits
 - g. Lighting system schematic & typical drawings
 - h. Specifications for Electrical equipment, material and works
 - i. Typical details for Enhancement of existing PLC for accommodating additional instruments proposed.



8. EPC Tender Documents
 - a. Tender Drawings (Good for Tender drawings)
 - b. Technical Specifications
 - c. Testing and Commissioning Procedure
 - d. Recommended Bidders List
 - e. Bill of Quantities
 - f. Approved Make List
 - g. Cost Estimates (Supply & Installation)
 - h. Responses to Pre-Bid Queries & clarifications
 - i. Technical Bid Evaluation, clarifications & submission of report.

Part B: Vetting Stage

Vetting during Construction Stage: Review & approval of all fabricator/contractor/DAFFPL submissions (GFC Drawings, schematics, material submissions, specifications, calculations etc.)

Note: Site visits as maybe required for the completion of above-mentioned tasks is in scope of the vendor & the requirement of same shall be the prerogative of DAFFPL. No extra payment shall be made in these regards.



CHAPTER 5: GENERAL TERMS & CONDITIONS

1. General:

The materials and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

In the absence of any standard / specification / codes of practice for detailed specifications covering any part of the work covered in this tender document, the instruction / direction of consultant engineer will be binding on the designer/bidder.

Wherever it is stated in this tender document that a particular supply is to be affected or that a particular work is to be carried out, it shall be understood that the same shall be affected / carried out by the designer/bidder at his cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.

2. DAFFPL reserves the right to accept any tender in whole and reject any or all tenders without assigning any reason. DAFFPL also reserves the right to allow public enterprises (Central/State) Price / purchase /contract / service preference as admissible under the Indian Government Policy.

3. Coordination with other Agencies:

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the designer/bidder. Proper coordination with other agencies will be the responsibility of the designer/bidder. In case of any dispute, the decision of Engineer-in-charge shall be final and binding on the designer/bidder.

4. DAFFPL reserves the right to accept any tender in whole and reject any or all tenders without assigning any reason. DAFFPL also reserves the right to allow public enterprises (Central/State) Price / purchase /contract / service preference as admissible under the Indian Government Policy.

5. BID PRICES:

- a) Prices shall be furnished strictly in the Price Bid format of the tender document.
- b) Bidder should quote their lowest and best offered price. Prices so quoted will remain firm till satisfactory completion of order. The price



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will not be subjected to escalation for any reason whatsoever.

- c) Bidders quoted prices shall be deemed to include entire Specification of item and all obligations and responsibilities to be carried out / executed by the Bidder as per terms of tender document. It is clearly understood by the Vendor that it is for the Vendor to ascertain and assess the applicable Acts/ Regulations/ Laws etc., entirely of their own. It is also for the Vendor to ascertain and assess the applicability of taxes, duties, levies etc. In case of any difference of opinion between Vendor's proposal and interpretation by any tax/assessing (or similar) authorities, on the rate or terms and conditions related to taxes and duties etc., owner's liability shall be strictly as per terms/provisions of the contract based on tender document and Vendors offer.
 - d) No other charges accept those mentioned in the tender document will be payable to vendor.
6. Bidder shall quote considering the cost of all approvals, insurances and other applicable charges; nothing shall be paid/reimbursed additionally on any account.
7. Goods & Services Tax (GST): -The tenderer should have valid Goods & Service Tax registration. Tenderer should enclose the copy of the registration (GST) /copy of acknowledgement along with the tender. The Parties without valid Goods & Service Tax number need not quote. As per Section 171 of CGST/SGST Act, "Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
8. TAXES & DUTIES:
- a) Bidder(s) quoted prices shall be exclusive of all taxes, duties, cess, levies etc.,
 - b) The invoice should clearly mention that applicable Excise Duty, Education Cess or any other taxes charged and paid / payable on quoted item to enable the owner to claim MODVAT / Input credit.
 - c) The statutory variation in Excise duty, Education Cess and Sales tax / VAT/GST on finished goods and introduction of new tax, from bid due date till the contractual completion period shall be to owner account against submission of the documentary evidence. However, any increase in the rate of these taxes and duties beyond the contractual delivery period shall be to Seller account. Any



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decrease in the rate of these taxes and duties shall be passed on to the owner. Any additional excise duty due to increase in turn-over would be to seller account.

- d) It is for the Bidder to assess and ascertain the rate of excise duty, education Cess and sales tax/VAT applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards payment of Excise Duty, Education Cess, GST and Sales Tax/VAT which is based on Bidders wrong assessment / interpretation of applicability of such Excise Duty and/or education cess and / or Sales Tax/VAT.
- e) Successful bidder shall carry out its obligations towards services at site as mentioned in technical specifications without any extra charges.
- f) Octroi/Entry tax, if any, in the any state of India shall be directly paid by the vendor, if applicable.
- g) DAFFPL shall not be liable, in case the tax authorities assess the tax elements in a different way on account of any reason, whatsoever.
- h) Taxes and duties other than those specified in this document, if any, shall be included in the quoted prices and no separate reimbursement shall be made by DAFFPL.

9. Income Tax / Corporate Tax:

- a) As regards Income Tax, Surcharge on Income Tax or any other Corporate Tax payable by the Bidder for reason of the contract awarded, and / or on their expatriate personal, the Owner shall not bear any Tax liability whatsoever, irrespective of the mode of construction of contract / order. The Bidder shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income Tax Act.
- b) Bidder may note that if any tax is deductible at source as per Indian Income Tax Law, the same will be deducted before releasing any payment to the Bidder and a TDS (Tax deducted at source) certificate will be furnished to the Bidder.
- c) Bidder may note that where the responsibility to deduct TDS under section 194Q of Income Tax Act is on DAFFPL, bidder shall not collect any TCS under section 206C(1H) of the Income Tax Act from DAFFPL.**
- d) Accordingly, Bidder shall have the responsibility to check and include such provision of taxes in the prices.
- e) In case of delay in delivery due to reasons attributable to Bidder, any new or additional taxes or duties levied by Statutory authorities during this period shall be borne by the Bidder.



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10. EMD / BID SECURITY

- a) The bidder shall furnish, as part of his bid, a bid security in original for the amount specified in the tender document by way of pay order, bank guarantee on Rs.100/-value non-judicial stamp paper or demand draft.
- b) The bid security is required to protect the Owner against the risk of Bidders conduct, which would warrant the security forfeiture.
- c) If bid Security / EMD is in the form of bank guarantee, it shall be in the form of irrevocable bank guarantee (in the format attached) issued by any Indian Scheduled Bank (other than Co-operative Bank) will be accepted.
- d) Bid Security / EMD shall be issued in favour of M/s Delhi Aviation Fuel Facility (P) Limited, New Delhi.
- e) Unsuccessful bidders bid security without any interest will be discharged/ returned as promptly as possible, but not later than 60 days after the expiry of the period of bid validity prescribed by the Owner.
- f) The successful bidder bid security without any interest will be discharged, upon the Bidder accepting the Contract/ Purchase Order and furnishing the Contract performance bank guarantee to DAFFPL.
- g) The bid security may be forfeited:
 - i. If a bidder withdraws his bid during the period of bid validity or
 - ii. In the case of a successful bidder, if the bidder fails or refuses to:
 - Accept the Purchase Order in accordance with agreed terms and conditions.
 - Furnish Contract performance bank guarantee as per bid document/ Purchase Order.
 - iii. Detection of submission of false / forged documents and fraud.
- h) Central Public Sector Undertaking of Govt. Of India are exempted from furnishing the bid security. Firms registered with NSIC/ MSME are also exempted from furnishing bid security, provided they are registered for the tendered items and up to the monetary limit they intend to quote. Provided further that they submit a copy of the current and valid registration certificate for the quoted item and monetary value along with their bid(s). Owner reserves right to verify the registration certificate provided, with relevant authorities.

11. CONTRACT PERFORMANCE BANK GUARANTEE [CPBG]



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- a) As a Performance security, the successful Bidder, to whom the work is awarded by, shall be required to furnish within 30 days of notification of award of contract (Letter/ Fax/e-mail of Intent) a Performance Bank Guarantee on RS.100/- VALUE non-judicial stamp paper in favour of the Owner (M/S DAFFPL).
- b) The Bank Guarantee amount shall be equal to TEN PERCENT (10%) of the Total Order Value, and it shall guarantee the faithful performance of the Order in accordance with the Terms and conditions specified in the documents and specifications.
- c) CPBG shall be in the form of an irrevocable Bank Guarantee (in the format attached) issued by any Indian Scheduled Bank (other than Co-operative Bank).
- d) The Bank Guarantee shall be valid for the entire period of the Contract, namely, till the end of the guarantee / warranty period. The guarantee amount shall be payable on demand to the Owner.
- e) In case, the Contract Performance Bank Guarantee stated above gets reduced/ deducted for reasons of non-fulfillment of any Contractual obligations upto the completion of guarantee period, the bidder shall immediately take action to increase the value of Bank Guarantee to TEN PERCENT (10%) of the Contract price, to cover his guarantee/warranty obligations.
- f) The Performance Guarantee will be returned to the bidder without any interest at the end of the warranty / guarantee period subject to fulfillment of all contractual obligations by the Bidder. The bank guarantee shall have a claim period of 06 months beyond the contractual guarantee period.
- g) The proceeds of performance security shall be appropriated by the owner as compensation for any loss resulting from vendor's failure to complete his obligations under the contract to the prejudice to any of the rights or remedies the owner may be entitled to as per terms and conditions of contract. The proceeds of this performance security shall also govern the successful performance of goods and services and vendors all obligations during the entire period of contractual warrantee / guarantee.

12. PRICE REDUCTION FOR DELAY IN DELIVERY/WORK COMPLETION:

The inability of successful bidder to execute orders in accordance with the agreed completion schedule will entitle DAFFPL, at its options, to:



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For "Part A" of Scope of Works:

- a) Accept delayed work completion at prices reduced by a sum equivalent to one percent (1%) of the total order value (Excluding Taxes) of work not completed for every week (7 Days) of delay or part thereof which is to be considered as a week, limited to a maximum of 10% of the total order value. Date of submission of all deliverables as mentioned in "Part A" of scope of work shall be considered for calculation of price reduction.

For "Part B" of Scope of Works:

- a) Accept delayed work completion at prices reduced by a sum equivalent to quarter percent (0.25%) of the total order value (Excluding Taxes) of work not completed after four business days of delay or part thereof which is to be considered as a week, limited to a maximum of 10% of the total order value.

Time period shall be calculated from the date of submission of documents/drawings etc. by the fabricator/contractor/DAFFPL for review/approval by designer/successful bidder.

13. GUARANTEE/WARRANTY:

- a) **RISK PURCHASE CLAUSE:** We reserve the right to curtail or cancel the order either in full or part thereof if bidder fails to comply with delivery schedule and other terms & conditions of the order. DAFFPL also reserves the right to procure same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences.

14. The unit rates as quoted to arrive at a total price shall be firm and inclusive of all duties, levies, transportation etc. No separate payment shall be made for site mobilization / demobilization, insurance etc.

15. The Schedule of Rates should be read with all other sections of the tender documents.

16. The tenderer shall be deemed to have studied the drawings, specifications and the details of work to be done within the time schedule and to have acquainted with the conditions prevailing at site. Site visit is strongly recommended.



17. All supply and work shall be in line with tender specifications, drawings and instructions of the Engineer-in-Charge.
18. The rate quoted shall be inclusive of all work as mentioned in the scope of work in tender documents.
19. In case of any rework due to faulty workmanship or any defects occur or modifications are required no extra claims for such works/supply shall be entertained.
20. PAYMENT TERMS: The payment will be made after making necessary deductions as applicable & stipulated elsewhere in the tender document for materials, security deposit or any moneys due to the Owner etc.
- Advance Payment is not permissible in this contract.
 - Contractor should submit PBG equal to 10% of Total Order Value (Excluding Taxes) within 10 business days of issue of LOI/PO.
 - If PBG is not submitted by contractor then amount equivalent to PBG (10% of total order value excluding taxes) shall be deducted from running bills of contractor as retention amount.
 - PBG/retention amount will be released after 6 months of successful commissioning of tank at DAFFPL site.
 - Payment will be released within 30 days from the receipt and acceptance of Invoice.
 - Notwithstanding any other clause of the tender documents, payment for Goods and Service Tax amount claimed in the invoice for work done by the successful bidder will be released only after the invoice is reflected in GSTR-2A of DAFFPL/Owner

The following payment terms shall be applicable:

1. 50% on approval of documents as mentioned in "Part A" of Scope of Work by DAFFPL EIC
2. 10% on award of Contract to Fabricator/Contractor by DAFFPL
3. 10% on approval of Fabricator/Contractor/DAFFPL submitted tank & support foundation drawings, existing piping extension drawings & dyke related drawings.
4. 10% on completion of tank foundation construction by



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Fabricator/Contractor

5. 10% on completion of tank shell structure
 6. 10% on successful testing & commissioning of Tank & associated works.
21. Only in the event of causes of Force Majeure occurring within the contractual delivery period and if they impede the performance of contract, the delivery dates shall be extended on receipt of application from the bidder / Owner without imposition of penalty. Only those causes which depend on natural calamities, civil wars, fire and national strikes which have duration of more than seven consecutive calendar days are considered the causes of force Majeure. The decision of Owner shall be final and binding on vendor.
22. The Vendor must advise the Owner by a registered letter duly certified by Local Chamber of Commerce or statutory authorities and Owner must advise the Vendor by a letter, the beginning and the end of the delay immediately, but in no case later than within 10 days of the beginning and end of such causes of Force Majeure condition as defined above. Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for period exceeding 60 days either party may at its option terminate the contract.
23. Any reference to the Govt. Acts /Regulations etc. in the Bid Document is only indicative, and it is entirely for the bidder to ascertain the applicable Acts/Regulations.
24. **RECOVERY OF SUMS DUE:** Whenever, any claim against bidder for payment of a sum of money arises out of or under the contract or in any other form, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other form and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to DAFFPL on demand the balance remaining due.
25. **PATENTS & ROYALTIES:** The vendor shall fully indemnify owner and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of



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

26. **LIABILITY CLAUSE:** In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendors workmen or employees shall under NO circumstances be deemed to be in owner s employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner s premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.
27. **COMPLIANCE OF REGULATIONS:** Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.
28. **NON-WAIVER :** Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such



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goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by DAFFPL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of the any condition of this agreement by DAFFPL shall not be considered as a continuous waiver or waiver for other condition by DAFFPL.

29. CANCELLATION:

- a) DAFFPL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if –
 - i. The vendor fails to comply with the terms of this purchase order/contract.
 - ii. The vendor becomes bankrupt or goes into liquidation.
 - iii. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
 - iv. The vendor makes a general assignment for the benefit of creditors.
 - v. A receiver is appointed for any of the property owned by the vendor.
 - vi. Any other conditions where owners commercial interest get affected.
- b) Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. DAFFPL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor s agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by DAFFPL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the DAFFPL. In this-event of DAFFPL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to DAFFPL, fair compensation to be agreed upon between DAFFPL and the vendor. The provision of this clause shall not prejudice the right of DAFFPL from invoking the provisions of price reduction clause mentioned aforesaid.

30. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION: The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive laws and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements,



abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. DAFFPL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

31. **ASSIGNMENT:** The Vendor can / does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of DAFFPL.
32. **GOVERNING LAW:** These General Purchase Conditions shall be governed by the Laws of India.
33. **AMENDMENT:** Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.
34. The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:
 - a) **OWNER**, Client, Purchaser, buyer means DAFFPL
 - b) **VENDOR**, tenderer, Bidder, Contractor, Seller, Supplier, manufacturer stated anywhere in the tender document carry the same meaning: It means the person, firm or the Company / Corporation to bidding and shall include its successors and assigns.
 - c) **INSPECTOR/ TPIA:** Person/agency deputed by Owner for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications.
 - d) **GOODS / MATERIALS:** means any of the articles, materials, machinery, equipment's, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
 - e) **SITE / LOCATION:** means any Site where DAFFPL desires to receive materials anywhere in India as mentioned in tender.
 - f) **CONTRACT**, Order or Purchase Order/CALL-OFF means the agreement for supply of goods/ materials for required quantity between Owner and Vendor, for a fixed time on mutually agreed terms and conditions.
 - g) The term MR means Material Requisition containing technical



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

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

35. REFERENCE FOR DOCUMENTATION:

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

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

36. ARBITRATION

- a) Any 'dispute or difference of any nature whatsoever, any claim, cross-claim, counterclaim or set off of the Owner against the Consultant or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the nominated Director of the Owner or of some Officer of the Owner who may be nominated by the nominated Director. The consultant will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Owner or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Owner, he had expressed view on all or any other matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the nominated Director as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the nominated Director designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Owner if the



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nominated Director does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the nominated Director of the Owner or a person nominated by such nominated Director as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the nominated Director/officer for such counter-claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefore has been referred to him originally and deemed to form part of the reference made by the nominated Director/officer.
- d) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- e) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
- f) The arbitrator shall be entitled to direct any one of parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to



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require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.

- g) The parties hereby agree that the courts in the city of Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitration hereunder shall be filed (if so required) in the concerned courts in the city of Delhi only.

Scope of Works for Design Consultant for “EPC works for Fixed Roof 9000 KL Tank”

M/s. DAFFPL intends to build a new, 9000 KL Vertical CR Tank by hiring an EPC Contractor (Engineering, Procurement & Construction type contract). In order to get an EPC Contractor on board, M/s. DAFFPL intends to hire a design consultant of repute who shall carry out the following tasks (not limited to the below list) and ensure successful tendering of the project.

Part A: Designing Stage

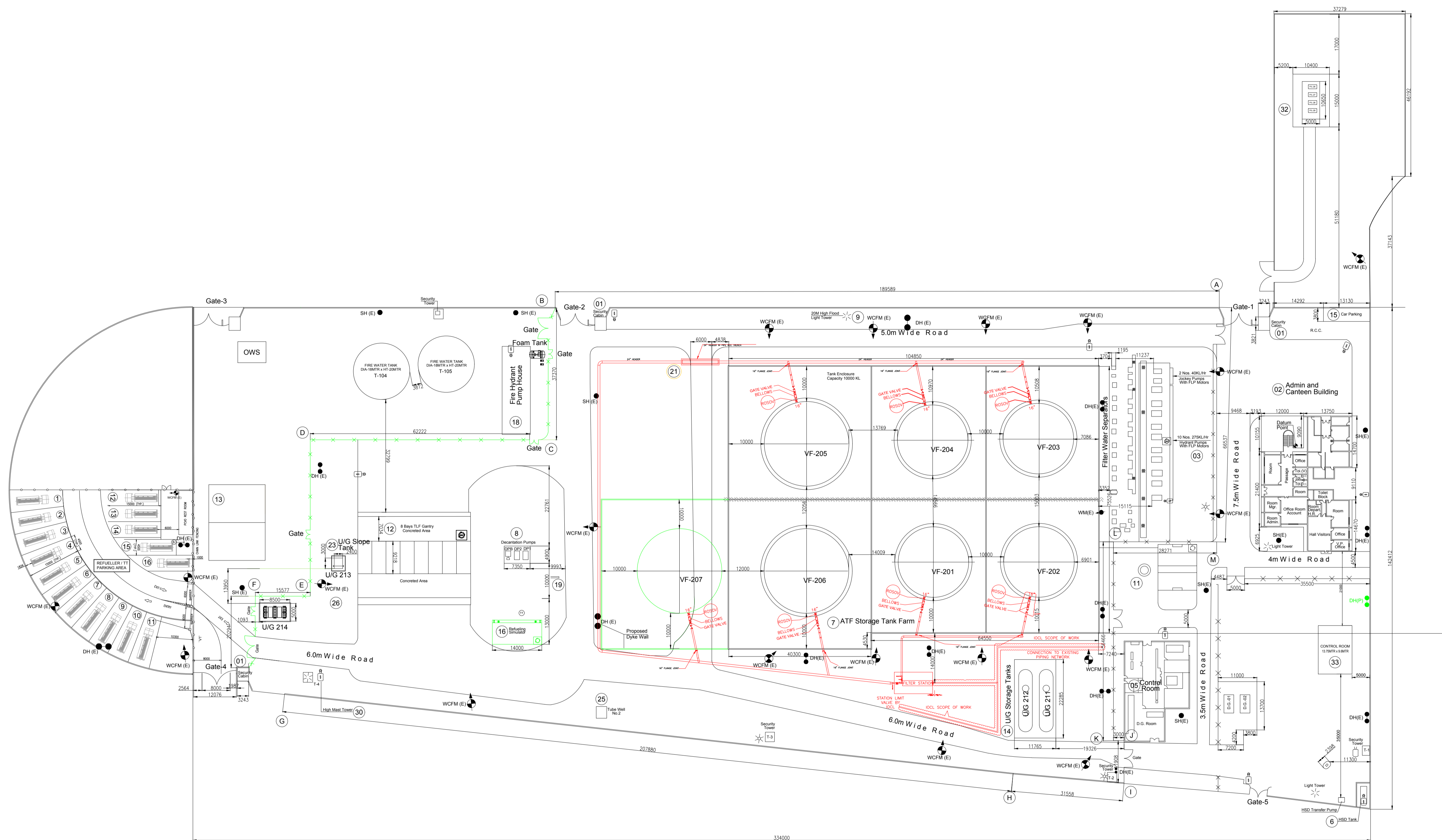
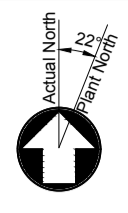
1. General
 - a. Process & Instrumentation Diagram
 - b. General Layout inclusive of new tank
 - c. Extension & connection of existing piping to new tank: Schematic & drawings
 - d. Extension of existing system (electrical & instrumentation/PLC Interface): Schematic & typical drawings
 - e. Product Sampling typical drawings
 - f. Valve and accessory's schematic/typical drawings & datasheets
 - g. Preliminary Testing & Commissioning Procedure
 - h. Typical drawings & sectional drawings for Civil, Mechanical & Electrical works
2. HAZOP and Risk Assessment
3. Civil Works (Schematic & Typical Drawings as applicable)
 - a. Tank Foundation details, specifications & typical drawings
 - b. Paving
 - c. Dyke Wall Modification including impervious flooring
 - d. Platforms and Gratings
 - e. Drain
 - f. Pipeline supports
 - g. Allied Specifications, Schematics, typical drawings & drawings to reflect site conditions
4. Tank Design
 - a. Tank Design as per API 650 and other applicable codes for storage of JetA1 at Aviation Fuel Storage at Airports. (API/JIG/EI/BIS/OISD/ASME etc.)
 - b. Tank Datasheet
 - c. General Arrangement Drawings
 - d. Stress and Weight calculations & corresponding specifications
 - e. Tank Vent Design and Calculations
 - f. Floating Suction calculations, specifications & typical drawings
 - g. Appurtenance Details
 - h. Nozzle Typical drawings & Specifications
 - i. Tank Earthing specifications & typical drawings

- j. Any other specifications/drawings as required for construction of Tank at this facility.
5. Fire Fighting Equipment & Allied Works
 - a. Fire Fighting Design, schematic & typical drawings for Tanks & facility
 - b. Fire Water Calculations
 - c. Foam System calculations
 - d. Specifications and Datasheets for pipelines & accessories
 6. Piping & Accessories
 - a. Pipe Material Specifications (PMS)
 - b. Valve Material Specifications (VMS)
 - c. Thermal Venting Specifications
 - d. Pipeline General Arrangement
 - e. Typical Piping drawings
 - f. Gratings
 - g. Fast Flusher Connections, Specifications and drawings
 - h. Product Sampling Arrangement Scheme and Technical Specifications
 - i. Any other allied equipment as required.
 7. Electrical and Instrumentation (Schematics & Typical drawings as applicable)
 - a. Tank & accessories Integration Design and Details
 - b. Tank & accessories Instrumentation datasheet
 - c. Typical Duct Bank/cable trays Details for Power, Control and Signal Cables
 - d. Typical Cable Entry Details for accessories such as Motor Operated and ROSOV Valves etc.
 - e. Typical Designing of Motor Control Center (LT Panel) for proposed Valves and equipment's
 - f. Typical Design related to Earthing System and Earth Pits
 - g. Lighting system schematic & typical drawings
 - h. Specifications for Electrical equipment, material and works
 - i. Typical details for Enhancement of existing PLC for accommodating additional instruments proposed.
 8. EPC Tender Documents
 - a. Tender Drawings (Good for Tender drawings)
 - b. Technical Specifications
 - c. Testing and Commissioning Procedure
 - d. Recommended Bidders List
 - e. Bill of Quantities
 - f. Approved Make List
 - g. Cost Estimates (Supply & Installation)
 - h. Responses to Pre-Bid Queries & clarifications
 - i. Technical Bid Evaluation, clarifications & submission of report.

Part B: Vetting Stage

Vetting during Construction Stage: Review & approval of all fabricator/contractor/DAFFPL submissions (GFC Drawings, schematics, material submissions, specifications, calculations etc.)

Note: Site visits as maybe required for the completion of above-mentioned tasks is in scope of the vendor & the requirement of same shall be the prerogative of DAFFPL. No extra payment shall be made in these regards.



Sr. No.	Description	Size (in Mtrs.)	Area in Sq. Mtrs.	Remarks	Sr. No.	Description	Size (in Mtrs.)	Area in Sq. Mtrs.	Remarks
1	Security Cabin(4 Nos)	3.8X3.25X4	12.35		17	Water Storage Tank	9.0mX15m HT	63.61	Removed.
2	Admin And Canteen Building	-	701.25		18	Fire Hydrant Pump House	30.0mX10m	300.00	Removed.
3	Pump House	50.2X7.3	366.46		19	Dip Platform	1.2X1.2X2	2.88	
4	Testing Rig	10X10	100.00		20	Tube Well No.1	6.1X7.6	46.36	To be Removed.
5	Lift/High And Control Room	-	295.17		21	Over Head Water Tank	2 X 20.0mX15m HT	-	To be Removed.
6	Diesel Tank Farm	3.97X7.0	27.79		22	Cooling Tower	4X6+1.2X1.2	25.44	Removed.
7	ATF Storage Tank Farm	104X76.2	8142.48		23	U.G. Stop Tank	-	-	
8	Tid Pump House	12mX5.5m	66.00		24	Water Storage Tank	14.0mX15m HT	153.93	Removed.
9	High Flood Light Tower(20m High)	3Nos	-		25	Tube Well No.2	3.48X3.46	11.97	
10	Repair Shop	20X20.2	404.00	Removed.	26	Tube Well No.3	3.48X3.46	11.97	
11	Meter Calibration Unit (SU)	2.0X3.0	6.00		27	A.O./T.L.F. Room	6X3.7	29.6	Removed.
12	Tank Lorry Decanting Gantry	9.23X4.55	317.86		28	Water Storage Tank	20.0mX15m HT	628	Removed.
13	Store Room	16.0X8.6X2	137.60		29	Road For Fire Tender	-	-	
14	U.G. Storage Tank (2 Nos)	-	-		30	High Mast Tower(2 Nos)	30m HIGH	-	To be Removed.
15	Parking Area (TT)	-	2495		31	Foam Tank	3mX15mX3m HIGH	4.50	New
16	Fuelers Parking	-	2495		32	Connection Point	5.48mX8.75mX5m	47.95	
					33	New Control Room	13.75mX9.6m	132	New

Tank No.	Dia. X Height	Product	Capacity
UG-210	3.97m Dia. X 7.0m Long	HSD(CLASS-B)	15 KL
UG-211	2.77m Dia. X 19.86m Long	ATF(CLASS-B)	115 KL
UG-212	4.016m Dia. X 16.80m Long	ATF(CLASS-B)	200 KL
UG-213	1.84m Dia. X 5.98m Long	ATF(CLASS-B)	10 KL
UG-214	3.0m I.Dia. X 6.4m Long	ATF(CLASS-B)	45 KL

Tank No.	Dia. X Height	Product	Capacity
VF-201	20.0m Dia. X 20.0m Height	ATF(CLASS-B)	6200 KL
VF-202	20.0m Dia. X 20.0m Height	ATF(CLASS-B)	6200 KL
VF-203	20.0m Dia. X 20.0m Height	ATF(CLASS-B)	6200 KL
VF-204	20.0m Dia. X 20.0m Height	ATF(CLASS-B)	6200 KL
VF-205	24.0m Dia. X 20.0m Height	ATF(CLASS-B)	9000 KL
VF-206	24.0m Dia. X 20.0m Height	ATF(CLASS-B)	9000 KL
VF-207	24.0m Dia. X 20.0m Height	ATF(CLASS-B)	9000 KL
T-104	18.0m Dia. X 20.0m Height	FIRE WATER TANK	5000 KL
T-105	18.0m Dia. X 20.0m Height	FIRE WATER TANK	5000 KL

Notes:

- All dimensions are in m.m. & Levels are in mtrs.
- * Marked levels are to be verified.
- 2) This drawing is based on DAFFPL's drawing No. 322538-MPE-0100-01

Legend:

- License area
- Un license area (Rest area of the plot other than license area)
- Facilities to be retained
- New Facilities to be provided
- Facilities to be demolished
- New Facilities Approved by CC/EE/PESO but not yet constructed

- Water cum Foam Monitor (WCFM)
- (E) = Existing
- (P) = Proposed
- Single Hydrant (SH)
- Double Hydrant (DH)
- (E) = Existing
- (P) = Proposed

REV.	DATE	DESCRIPTION	DRN BY	CHK BY
2	21.12.2021	PROVISION OF MFM, FILTERS AND INLET PIPELINE WITH HEADERS FOR STORAGE TANK		
1	04.10.2021	ISSUED FOR APPROVAL	KHP	AK/MK
0	20.03.2019	ISSUED FOR APPROVAL	KHP	MK

CLIENT : **DELHI AVIATION FUEL FACILITY (P) LTD.**

PROJECT : **MODERNIZATION OF EXISTING FUEL FARM**

EPCC : **SAGA GLOBAL CONSULTANTS**

TITLE : **LAYOUT PLAN FOR PRIOR APPROVAL FOR AMENDMENT**

DRAWING No.: DAFFL-DELHI-CV-DR-104 SHEET: 1/1 REV. 2 SCALE: 1:400



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE II – DEVIATION SHEET

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

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE III – DECLARATION SHEET

Date:

DECLARATION

We, M/s _____ hereby, unconditionally accept all terms & conditions of TENDER NO.: DAFFPL/FF/2021-22/07 (JOB: TENDER FOR DESIGN CONSULTANCY FOR CONSTRUCTION OF 9000KL AG ATF STORAGE TANK) including Scope of job, quantities, completion period, terms & condition without any deviations.

Sign & Stamp of Bidder

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE-IV

PROFORMA OF BANK GUARANTEE (EARNEST MONEY DEPOSIT)

(On Non-Judicial Stamp paper for appropriate value)

BANK GUARANTEE NO. :

BANK GUARANTEE AMOUNT:

CLAIM:

(Till 120 days from date of submission of Proposal)

TENDER NO. /DATE:

JOB DESCRIPTION/

LOCATION:

Tender Security No. [*]

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

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

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

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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

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

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

Date:

Signature:

Designation:

Name of the Branch

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE-V

PROFORMA OF COMPOSITE BANK GUARANTEE (SECURITY DEPOSIT & PERFORMANCE)

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

To,

DAFFPL

Dear Sirs,

M/shave taken tender for the workfor DAFFPL,.

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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

Yours faithfully

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

Annexure- VI

Form of Letter of Undertaking

[On the letterhead of the Interested Party]

Letter of Undertaking

Date:

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

Re:

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

(ii) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.

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

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

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

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

Name of Interested Party's

Signature of Authorized Representative

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

Annexure VII

DECLARATION to be submitted along with Technical Bid

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

Stamp & Signature of the bidder

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE VIII

STATEMENT OF CREDENTIALS

(A)

1. NAME AND CORRESPONDENCE ADDRESS OF THE TENDERER

PERMANENT ADDRESS OF THE TENDERER

2. TELEPHONE NO. _____

MOBILE NO. _____

3. NAME OF CONTACT PERSON(s): _____

4. NAME OF THE AUTHORISED SIGNATORY: _____

5. E Mail ID: _____

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

(B) TYPE OF BUSINESS ENTITY:

1. YEAR OF ESTABLISHMENT OF THE FIRM: _____

2. SOLE PROPRIETORSHIP: - _____

(Give Name of the Proprietor)

OR

3. PARTNERSHIP FIRM?

(Give names of the Partners and enclose scan copy of Partnership deed)

1. _____

2. _____

3. _____

4. _____

OR

4. PRIVATE OR PUBLIC LIMITED COMPANY?

(Attach list of Directors and copy of Certificate of Incorporation as defined in "Other Mandatory Documents")

(C) Details of Completed Purchase Orders of minimum value as per Pre-qualification criteria (PQC/BQC) during last SEVEN years as specified in PQC/BQC of the tender.

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

Sl. No	Particulars	1	2	3
a	Party's Name to whom supplied, Clear Postal Address, Telephone/Fax Nos and E-Mail Address.			
b	<u>Purchase Order Details-</u>			
	PO Reference No.			
	PO Date			
	PO Value (Rs. in Lakhs)			
c	Quantity & place of supply			
d	Scheduled time of completion as per PO			
e	Date of commencement of supply			
f	Date of completion of supply			
g	Completion certificate reference and date			

Note: a. Tenderer should furnish copy of the above-referred orders (as defined under PQC documents) and

b. Enclose a separate statement if space is not sufficient.

(D) **Annual Turnover (as per Audited Balance Sheet) in following last THREE financial years**

SL No.	Financial Year	Value (Rs. In Lakhs)
1	2018-2019	
2	2019-2020	
3	2020-2021	

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

Note : Tenderer should furnish copy of audited accounts as proof of turnover (as defined under tender documents).

(E) INCOME TAX DETAILS:

i. Income Tax Returns Filed:

ASSESSMENT YEAR	DATE	ACKNOWLEDGEMENT NO
2018-2019		
2019-2020		
2020-2021		

Note: Tenderer should furnish copy of the Income Tax Return filed.

ii. Income Tax Assessment Orders for following three financial years:

ASSESSMENT YEAR	ASSESSMENT ORDER & DATE	REMARKS
2018-2019		
2019-2020		
2020-2021		

Copies of Income Tax assessment orders / return filed / acknowledgement order for the three years as indicated above.

(F) GST Registration Details:

GST Registration no	
---------------------	--

Note: Tenderer should furnish copies of above Tax Registration Certificates.

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

(G) Mode of EMD (Online EMD or BG):

i. If paid Online:

AMOUNT	Rs.
(RTGS/NEFT/NET BANKING)	
Transaction Detail	

ii. If Bank Guarantee submitted (following details to be given) :

Name of the Issuing Bank and Branch Address	Bank Guarantee No and Date	BG Amount Rs.	Date of issuance	Valid Upto

(H) Production Capacity Details: (in case of manufacturer)

S. N	Item	Factory/ Location	Installed/ Capacity	Already Committed Capacity (For current Purchase orders in hand)	Spare Capacity, If Any	Capacity Committed to DAFFPL against this tender
			A	B	C=A-B	

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

Factory License and Address Details:

- (J) In case the bidder is not a manufacturer, the bidder should submit an undertaking on Letter Head that the bidder is capable of supplying the material / equipment as per tender requirement.

- (K) Pan Card Details

Relation of Pan Holder to Tenderer
(PROP./PARTNER/COMPANY ETC.)
(Tenderer is required to upload copy of PAN card as detailed in "Other Mandatory documents")

- (L) Details of Documents uploaded along with Tender documents in technical bid and confirmation required to be furnished by tenderer.

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

PAYMENT TO VENDORS THROUGH ELECTRONIC MODE

Tenderers are requested to submit their Consent Letter as per the format given below along with the enclosures as required:

Dated:

To,
M/s DAFFPL.

Dear Sir,

With reference to your advice, we hereby agree to accept the payment of our bills through "RTGS/NEFT/Electronic Mode". The desired bank account details are given below:

1.	Name of Beneficiary	
2.	Name of the Beneficiary's Bank	
3.	Address of the Beneficiary's Bank Branch	
4.	Contact details of Branch with STD Code	
5.	Beneficiary's Bank Account No. (as per cheque copy)	
6.	Beneficiary's Account Type (SB/CC/CA)	
7.	Beneficiary's Bank IFSC Code (11 Digit)	
8.	Mobile No of Beneficiary (One Number only)	
9.	E-Mail Id of Beneficiary (One Mail Id only)	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.

I hereby declare that the particulars given above are correct and complete.

(Signature of Account Holder)

Seal of the Vendor

Encl: Cancelled Cheque

Sign & Stamp of Bidder



Delhi Aviation Fuel Facility Private Limited



PRICE BID

Name of the Work: DESIGN CONSULTANCY FOR CONSTRUCTION OF 9000KL AG ATF STORAGE TANK

Name of Firm:

S No	Particulars	Qty	Units	Unit Rate	Sub Total	GST		Total Amount incl Taxes
						%	Amount	
1	DESIGN CONSULTANCY FOR CONSTRUCTION OF 9000KL AG ATF STORAGE TANK	1	Nos					

Total Amount in Words mention below :-