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



TENDER NO: DAFFPL/FF/2022-23/10

INVITING TENDER FOR SUPPLY OF REMOTE OPERATED SHUT-OFF VALVES

BID DUE DATE & TIME: 1500 Hrs. IST on 8th September 2022

OPENING OF TECHNICAL BIDS: 1100 Hrs. IST on 9th September 2022



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

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.

UNCONDITIONAL ACCEPTANCE OF TENDER TERMS.



TENDER NOTICE DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

INVITING TENDER FOR SUPPLY OF REMOTE OPERATED SHUT OFF VALVES AS PER SPECIFICATIONS

TENDER NO: DAFFPL/FF/2022-23/10

Delhi Aviation Fuel Facility (P) Ltd (DAFFPL) invites bids from eligible bidders for supply of Remote Operated Shut-Off Valves (ROSOVs).

Brief Scope of work:

We intend to provide Remote Operated Shut-Off Valves (Triple Offset Butterfly Valves coupled with Fail safe Electro Hydraulic Actuators) as Tank Body Valves. The valves shall be suitable for continuous use in Liquid hydrocarbon product, viz. Jet fuel.

Bid Security (EMD): As mentioned in the Tender document

Date, Time & Venue for

Voluntary Pre-bid 25th August 2022; 1100 HRS (IST) at DAFFPL,

Meeting: Aviation Fueling Station, Shahabad

Mohammadpur, New Delhi-110061

Upto 18:00 HRS (IST) on 26th August 2022.

Last Date of Submission

Bid Due Date, Time &

of Queries

Upto 15:00 HRS (IST) on 8th September 2022, at e-

Place of Submission: 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://www.daffpl.enivida.com.

Chief Executive Officer

DAFFPL, New Delhi

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/ contractor shall refer to various sections of this tender document for detailed scope of work. It is contractor'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 Contractor/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).**



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 bidded 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 Technocommercial 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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Sign & Stamp of Bidder



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 & technocommercially 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 Sigh, Mr. Manish Kumar
Asst. Manager Projects, Asst. Manager Projects

ajay.singh@daffpl.in,
9999946309, 9810640818

Mr. Manish Kumar

manish.kumar@daffpl.in,
9810640818

- 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 is scheduled for 25th August 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.

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a. The purpose of the pre-bid meeting is to clarify any doubts of the

Sign & Stamp of Bidder



- BIDDER on the interpretation of the provisions of tender.
- b. Bidder(s) are requested to submit their queries, mentioning form name, clause no. & clause through e-tender portal 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	AAAC\$8577K
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.

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- 16. **Delivery Period:** Time is the essence of the contract. The total order quantity of ROSOVS should be delivered within **06 (Six) months** from the date of Letter of Intent/notification of award. Delivery period shall be counted from the date of notification of award (Letter/Fax/e-mail of Intent) up to the date of receipts of Remote Operated Shut-Off Valves (Triple Offset Butterfly Valves coupled with Fail safe Electro Hydraulic Actuators) along with all accessories at DAFFPL Fuel Farm, New Delhi.
- 17. The contractual delivery period of 06 months is inclusive of all the lead time for procurement of raw materials, the manufacturing, inspection / testing, packing or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.

THE FORMS /ATTACHMENTS TO THIS TENDER ARE AS UNDER:

- 1. Covering Note CHAPTER: 1
- 2. Instructions To Bidders CHAPTER: 2
- 3. Bid-Qualification Criteria CHAPTER: 3
- 4. Performance of Work CHAPTER: 4
- 5. Scope of Work- CHAPTER: 5
- 6. General Purchase Conditions- CHAPTER: 6
- 7. Technical Specifications/Material Requisition Documents (Attached as Annexure I)
- 8. Annexure attached are as follows:
 - 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

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CHAPTER 2: INSTRUCTIONS TO BIDDERS

- 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.

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	Sign & Stamp of Bidder



- 10. Owner, at its discretion reserves the right to verify information submitted by 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 with in 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

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of Bidder's EMD.

- 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). DAFFPL reserves the right to place order in part or complete for all/any items for which the bidder has quoted for.
- 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 15 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

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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.
- 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.

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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.

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 considered for tendering process for the job of "Supply of Remote Operated Shut-Off Valves (Triple Offset Butterfly Valves coupled with Fail safe Electro Hydraulic Actuators) at DAFFPL Fuel Farm Facility."

1. ESTABLISHED MANUFACTURER

Vendor/Bidder should be an established manufacturer of Triple offset Butterfly Valves confirming to API 609 or part of group company that manufactures triple offset butterfly valves (TOBV) confirming to API 609. Valves shall be designed and manufactured as per API 609. Bid from consortium shall not be accepted. Bidder, who is not a manufacturer but part of the Group Companies which manufactures TOBV can also bid. Any subsidiary of the parent company which manufactures TOBV can authorize another subsidiary of the same parent company to bid. In such case, back-to-back quarantee shall be provided by the original equipment manufacturer (OEM) stating that in case of failure of any supply (or) performance of the equipment in all respects or as per the warranties /guarantees that may have been given, then the manufacturer shall assume all obligations under the contract pertaining to the items in their purview. Group companies can either be Parent company, Direct subsidiaries & Indirect subsidiaries: i) Group Company -Parent Company and Direct Subsidiaries If the Parent Company directly holds 51% or more of the equity share capital in their subsidiary companies, then such subsidiary companies are called direct subsidiaries and shall be considered as part of group companies. ii) Group Company -Parent Company and Indirect Subsidiaries If 100% subsidiary of the Parent Company holds 100 % of the equity share capital in their subsidiary companies then such subsidiary companies are called indirect subsidiaries and shall be considered as part of group companies. Documents required

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a) Valid API certificates or certificates from approved TPIA that their triple offset butterfly valves are designed and manufactured as per API 609 and confirm to API 609. In case bidder is not a manufacturer but complies to the criteria stated above then following documents in addition to that stated in point a) above is required: I. Company profile II. Letter from the Parent /Subsidiary Company giving details of holding. III. Back-to-back guarantee provided by the OEM.

2. ORDER ONLY ON MANUFACTURING COMPANY

Authorized Indian representative of foreign manufacturer is also permitted to quote / participate on behalf of the foreign manufacture. All documents to be submitted should pertain to the foreign manufacture only along with relevant authorization/ warranties / guarantees from foreign manufacture. However, if successful, the purchase order will be placed on the Indian representative company only.

3. VALID LICENSES

The vendor should be having valid License/certificate to use official API-609 monogram on the Triple offset Butterfly Valves. Vendor to submit relevant valid certificates in support. In case of expiry at a later date, the same has to be renewed for the entire contractual period.

4. MINIMUM QUANTITY SUPPLIED IN THE PAST

The vendors should have manufactured and supplied at least 2 Nos of Triple Offset Butterfly Valves with actuator of 10 inch or above diameter in any year of the previous seven years from the due date of bid submission. The valves manufactured by the vendor should have been supply at minimum 01 Petroleum Oil Installations / Terminals in India or abroad. The acceptable proof is copy of Excise/vat Invoices/custom documents and the related Purchase orders.

5. AFTER SALES SUPPORT

The vendor should have maintenance & service support in India. Details of the agency / company in India who will be providing this support should be provided. In case, vendor does not have maintenance & service support base in India, they should be required to submit an undertaking of setting up maintenance & service base in India for providing at least 10 years support for supply of spares & services within 6 months of date of LOI (Letter of Intent).

6. FINANCIAL CAPACITY

Bidder shall have minimum average annual turnover of **Rs. 25.00 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"

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	Sign & Stamp of Bidder



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

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Sign & Stamp of Bidder



of 3 (three) members;

- 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

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- members in the form of a letter signed by a duly authorized 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 prequalification, 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/ quarantees 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/quarantees 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.

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CHAPTER 4: PERFORMANCE OF WORK

1. EXECUTION OF WORKS:

- a. All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications, and instructions as may be. The contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications following all safety requirements and to the entire satisfaction of the DAFFPL.
- b. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities/materials, it is understood that the contractor shall do, so at his cost unless otherwise specified.
- c. The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job specification contained herein and codes referred to. Where the job specification stipulate requirements in addition to those contained in the standards codes and specifications, these additional requirements shall also be satisfied.

2. MATERIALS TO BE SUPPLIED BY CONTRACTOR:

- a. The contractor shall procure and provide the whole of the materials required to complete the job including tools, tackles and equipment etc. The materials procured by the contractor shall be DAFFPL approved/specified quality.
- b. All materials procured/used should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any material. Before procuring, the contractor should get the approval of Engineer-in-Charge for any material to be used for the works.
- c. Manufacturer's certificate shall be submitted for all materials supplied by the contractor. If, however, in the opinion of the Engineer-in-Charge any tests are required to be conducted on the materials supplied by the contractor, these will be arranged by the contractor promptly at his own cost.

3. INSPECTION OF WORK:

a. The Engineer-in-Charge will have full power and authority to inspect the works at any time wherever in progress either on the Site or at

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the contractor's premises / workshop where situated premises /workshops of any person, firm or corporation where work in connect with the contract may be in hand or where materials are being or are to be supplied, and the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such Inspection. The contractor shall at all times during the usual working hours and at all other time for which reasonable notice of the intention of the Engineer in-Charge or his representative to visit the works have been given to the contractor, either himself be present to receive order and instructions or post a responsible agent duly accredited in writing for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The contractor shall give not less than seven days, notice in writing to the Engineer-in-Charge before covering up or placing any work beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at contractor's expense carrying out such measurement or inspection.

b. No materials shall be dispatched by the contractor before obtaining the approval of Engineer-in-Charge in writing.

4. ASSISTANCE TO THE ENGINEERS:

The contractor shall make available to the Engineer-in-Charge, free of cost necessary instruments and assistance in checking of setting out of works/inspection.

5. TESTS FOR QUALITY OF WORKS:

a. All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-Charge may direct at place of manufacture or fabrication or on the site or at all or any such places. The contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required the Engineer-in-Charge.

6. ACTION AND COMPENSATION IN CASE OF BAD WORK:

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship or with

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materials of any inferior description, or that any materials or articles provided by the contractor for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorized representative, specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for forthwith shall rectify or remove and reconstruct the works specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of 0.5% of the estimated cost of the whole work, for every week limited to a maximum of 10% of the estimated cost of the whole work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses of the contractors in all respects. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

7. SUSPENSION OF WORKS:

The contractor shall, if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim/ compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the contractor.

8. OWNER MAY DO PART OF WORK:

Upon failure of the contractor to comply with any instructions given in accordance with the provisions of the contract, the owner has the alternative right, instead of assuming charge for entire work to place additional labour force, tools, equipments and materials on such parts of the work, as the owner may designate or also engage another contractor

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to carry out the work. In such cases, the owner shall deduct from the amount which otherwise might become due to the contractor, the cost of such work and materials with ten percent added to cover all departmental charges and should the total amount thereof exceed the amount due to the contractor, the contractor shall pay the difference to the owner.

9. PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:

- a) Materials shall be guaranteed against manufacturing defects, materials, workmanship, and design for a period of 12 months from the date of commissioning or 18 months from the date of delivery whichever is later. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- b) All the materials including components and subcontracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at DAFFPL concerned location at vendor risk and cost on due notice.
- c) Alternatively, DAFFPL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor s risk, cost and responsibility, in case, vendor does not replace / repair the material.
- d) The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.
- e) RISK PURCHASE CLAUSE: We reserve the right to curtail or cancel the order either in full or part thereof if you fail 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.
- f) Any damage that may lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same made good by other workmen and deduct expenses (for which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time

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thereafter, become due to the contractor or from his security deposit. Effects prior to taking over: If at any time, before the work is taken over, the Engineer-in-Charge shall

- Decide that any work done, or materials used by the contractor, or any sub-contractor is defective or not in accordance with the contract or that the works or any portion thereof are defective or do not fulfill the requirements of contract (all such matters being herein after called 'Defects' in this clause) and
- As soon as reasonably practicable, notice given to the contractor in writing of the said decisions specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expenses and with all speed make good the defects so specified. In the case contractor shall fail to do so, the Owner may take, at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure, so incurred by the Owner shall be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a completion certificate which will however, be for such group or groups as taken over only.
- g) Defects after taking over: In order that the contractor could obtain a completion certificate, he shall make good with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act of omission of the contract that may have been noticed or developed after the works or group of the works has been taken over. The period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at the contractor's risk and expense and deduct from

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the final bill such amount as may be decided by the Owner. If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the work within one month after the date fixed by the contract for the completion of the works, the Owner shall be at his liberty to use the works or any portion thereof in respect of which a completion certificate has been issued provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of completion certificate.

h) The Security Deposit/retention money deducted / furnished shall be retained for the period of liability as given in clause above. This Retention amount or Bank Guarantee furnished against Security Deposit/retention money shall be released only on expiry of the period of liability and also based on the certification of the Engineer-in-charge that no defect/damage has been reported / observed during the stipulated period of liability for the contract.

CHAPTER 5: SCOPE OF WORK

- a) Scope includes supply of Remote Operated Shut-Off Valves (Triple Offset Butterfly Valves coupled with Fail safe Electro Hydraulic Actuators) with all required accessories such as local push button stations and hard copies as well as soft copies of applicable drawings/documents etc. for door delivery basis at DAFFPL Fuel Farm in New Delhi.
- b) These shall be suitable for continuous use in Liquid hydrocarbon product, viz. Jet fuel.
- c) These emergency shutdown valves (ROSOVs) shall be Triple Offset High Performance, Eccentric, Metal to Metal Sealed, Non-Rubbing, Torque Seated, Double Flange End, Bidirectional-Zero Leakage, Quarter Turn, Antistatic, Anti Blow-out, Stem Arrangement Fire Safe Butterfly Valves, Class 150 with Electro Hydraulic Actuators.
- d) Scope includes design, manufacture, assembling with Electro-Hydraulic Actuator, Testing, Packing & Supply as per Tender Specifications, Tag List, part of Actuated Butterfly Valve Data Sheet Design confirming to API 609, fire safe to API 607/API 6FA, dimension confirming to API 609 Long Pattern, raised serrated face flange to ANSI B16.5; assembled with Pneumatic Spring Return Scotch & Yoke Actuator, Fail to Close, Emergency Shutdown Valve for Tank Overfill Protection with accessories like PSTD, SOV, Limit switches,

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Push Button etc., Complete Actuated valve with SIL3 capability. The bidder/fabricator's scope of work includes design, fabrication, testing & commissioning of the complete equipment in line with specifications mentioned in Annexure-I (technical specifications) or anywhere else in tender documents.

- e) Supply of Local Push Button Station
- f) The offer/quoted amount should also include all other elements like Custom Duties (if any), Insurance charges, approval charges, testing charges, transportation, and commissioning charges at site for door delivered price of equipment at DAFFPL Fuel Farm, New Delhi in India.

CHAPTER 6: 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 contractor.

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 contractor 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. BID PRICES:

a) Prices shall be furnished strictly in the Price Bid format of the tender document.

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- b) Bidder should quote their lowest and best offered price. Prices so quoted will remain firm till satisfactory completion of order. The price will not be subjected to escalation for any reason whatsoever.
- 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.
- e) The price bid comparison shall be based on sum of Sr. No 1to 4 items only as per price bid format for considering lowest bidder.
- 4. Materials are required to be dispatched by the vendor to the locations, on freight paid DOOR- DELIVERY CONSIGNEE COPY ATTACHED basis along with copies of Inspection release note & internal test certificates & other documents as mentioned elsewhere in this tender document.
- 5. Bidder shall quote considering the cost of all approvals, insurances and other applicable charges; nothing shall be paid/reimbursed additionally on any account.
- 6. 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.

7. TAXES & DUTIES:

a) Bidder(s) quoted prices shall be exclusive of all taxes, duties, cess, levies etc.,

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- 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 decrease in the rate of these taxes and duties shall be passed on to the owner. Any additional excise duty due to increase in turnover 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.

8. 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 so deducted before releasing any payment to the Bidder and a TDS (Tax deducted at source) certificate will be furnished to the Bidder.

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- c) Accordingly, Bidder shall have the responsibility to check and include such provision of taxes in the prices.
- d) 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.

9. 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

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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.

10. CONTRACT PERFORMANCE BANK GUARANTEE [CPBG]

- 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.

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11. PRICE REDUCTION FOR DELAY IN DELIVERY:

- a) The completion period quoted must be realistic & specific. The inability of successful bidder to execute orders in accordance with the agreed completion schedule will entitle DAFFPL, at its options, to:
- b) Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the total order value of material not delivered for every week 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 delivery of material/equipments at DAFFPL site shall be considered for calculation of price reduction.
- c) The price reduction clause shall become applicable for delivery of material/equipment beyond the schedule delivery period.
- d) The price reduction will be applicable on ready to use ROSOV/s which is delivered after due date and total cost of material which is delivered after due date shall be considered for application of this clause.
- 12. Early Delivery: DAFFPL shall appreciate early delivery of the complete ROSOVs.

13. INSURANCE

Supplier shall carry and maintain any and all statutory insurance(s) required under Indian Laws and Regulations, including Workmen compensation Act/ESI/Third party liabilities etc. and insurances for their personnel engaged in performance of the work at their own cost.

The complete unit is to be fully insured by the Fabricator/Manufacturer/Supplier against loss, damage, and third party risks till the material/equipment is delivered to final destination.

TRANSIT & COMPREHENSIVE INSURANCE

The vendor shall arrange transit Insurance for door delivery of equipments to DAFFPL Fuel Farm, New Delhi for delivery.

14. INSPECTION:

a) Material / construction/Fabrication shall be inspected by owner or its representative. Charges other than third party inspection, is entirely vendor responsibility and in no way should affect the completion schedule.

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- b) OWNER may, at its own expense, witness any test or inspection. In order to enable OWNER to witness the tests/inspections OWNER will advise the bidder in advance whether it intends to be present at any of the inspections.
- c) Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its commissioning or start up and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy OWNER that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because OWNER or OWNER's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- d) Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, OWNER shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

15. GUARANTEE/WARRANTY:

- i) Materials shall be guaranteed against manufacturing defects, materials, workmanship, and design for a period of 12 months from the date of commissioning or 18 months from the date of delivery at DAFFPL site whichever is later. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.
- j) All the materials including components and subcontracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at DAFFPL concerned location at vendor risk and cost on due notice.
- k) Alternatively, DAFFPL reserves the right to have the material repaired

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/ replaced at the locations concerned, at the vendors risk, cost and responsibility, in case, vendor does not replace / repair the material.

- I) The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.
- m) Vendor shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.
- n) Vendor shall provide warranty for the performance of Actuators for 18 months from date of delivery at DAFFPL site or 12 months from date of installation & commissioning, whichever is later.
- o) During the entire warranty period as above, the vendor shall carry out the preventive checks (half yearly visits) besides attending to break downs within a period of 72 hours. The scope of the vendor shall also include the spares, tools & tackles etc. visit of service personnel and other traveling/boarding expenses replacement of defective parts free of cost, if any. However, suitable assistance (unskilled labour and lifting tools) if any, required for attending the service/repairs will be provided by the Owner.
- p) 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.

16. AFTER SALES SERVICES:

Vendor should assume complete responsibility of satisfactory performance of the ROSOVs and material used and the after sales service. During the period of warranty, the vendor shall provide free maintenance and service backup. All the complaints shall be attended to immediately within 72 hrs of reporting of a complaint.

- 17.TEST & PERFORMANCE CERTIFICATES: Bidder shall furnish Material test and Performance Certificates for the materials along with the challans and invoice.
- 18.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.

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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

Advance Payment is not permissible in this contract. Submission of PBG equal to 10% of Total Order Value with in 30 days of issue of LOI/PO is compulsory.

The following payment terms shall be applicable:

- ➤ 80% will be released within 30 days from after the receipt and acceptance of material at site adjusting deductable if any and balance 20% after completion of supervision of installation, testing & commissioning of ROSOVs on prorata basis.
- > Supervision charges for Installation, Testing & Commissioning will be paid on Prorata basis as and when the valves are commissioned for individual tanks.

Arrangement for Transit e-way Bill under the GST Act for all the purchases is the responsibility of the tenderer.

- 19. 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.
- 20. 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.
- 21. Repeat Order: DAFFPL reserves the right to place repeat order up to the

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order quantity within One Year from the date of original order on mutual agreement basis.

- 22. 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.
- 23. 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.
- 24. 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 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.
- 25.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 s Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendors workmen or employees shall under NO circumstances be deemed to be in owner s employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives,

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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.

- 26.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.
- 27. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT: In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner/purchaser. The Purchaser shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate, in the event the vendor fails to remove the rejected goods within the period as aforesaid. All expenses incurred by the Purchaser for such disposal shall be to the account of the vendor. The freight paid by the purchaser, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the purchaser before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the Equipments without claiming any extra payment if so required by the purchaser. The time taken for replacement in such event will not be added to the contractual delivery period.
- 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 goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order

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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.NEW & UNUSED MATERIAL: All the material supplied/used by the vendor shall be branded new, unused and of recent manufacture.

30. 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 nondelivery 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.
- 31.ANTI -COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION: The Competition Act, 2002 as amended by the Competition (Amendment)

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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.

- 32. 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.
- 33. GOVERNING LAW: These General Purchase Conditions shall be governed by the Laws of India.
- 34. 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.
- 35. 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.

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- 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 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.

36. 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.

37. 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,

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

- b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the nominated Director/officer for such counter-claim, or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising therefore has been referred to him originally and deemed to form part of the reference made by the nominated Director/officer.
- 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

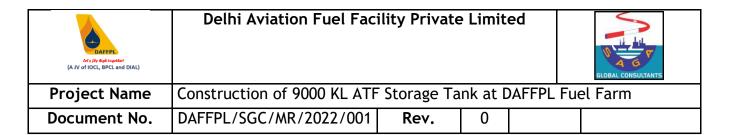
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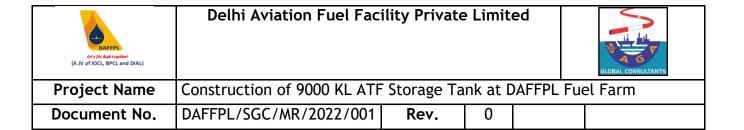


- and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
- f) The arbitrator shall be entitled to direct any one of parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.
- g) The parties hereby agree that the courts in the city of Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitration hereunder shall be filed (if so required) in the concerned courts in the city of Delhi only.

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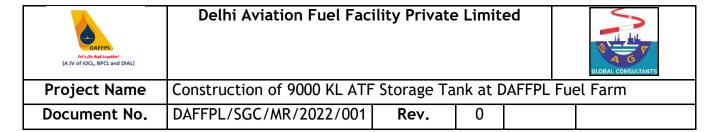


MA	TERIAL R	EQUISITION F	FOR REMO	OTE OPEI	RATED SH	IUTOFF
			R.	R.	hja	
0	12-08-2022	For Tender	AP	AP	SKJ	
Rev	Date	Description	Prepared	Reviewed	Approved	Client Review



Sr No	Item Description	Ref	Qty.
1	REMOTE OPERATED SHUTOFF VALVE -Triple Offset, High Performance, Metal to Metal Seated, Non-Rubbing, Torque Seated, Double Flanged Ends, Quarter Turn, Anti-Static, Anti-Blow Out Stem Arrangement Butterfly Valve With fail safe and fire safe with factory fitted Electro- Hydraulically Operated Actuator.	Datasheet and Technical Specifications for ROSOV	-
1.a)	SIZE 24" (600 NB):		1 No.
1.b)	SIZE 16" (400 NB):		1 No.
1.c)	SIZE 10" (250 NB):		1 No.
2	Commissioning Assistance: Bidder shall provide Installation and commissioning assistance during Installation of Valves at Owner Premises. Owner will provide intimation 07 days prior to the installation of Bidder Supplied valve in order to make Bidder's representative available along with necessary arrangements for Installation and commissioning assistance.	Bidder to quote Lumpsum separately	

Annexure No	Description
Annexure A	TECHNICAL SPECIFICATIONS FOR REMOTE OPERATED SHUTOFF VALVE AND ACTUATORS
Annexure B	DATASHEET FOR ROSOV AND ACTUATOR



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$\underline{\mathsf{ANNEXURE}}$ - $\underline{\mathsf{A}}$ - TECHNICAL SPECIFICATIONS FOR REMOTE OPERATED SHUTOFF VALVE AND ACTUATORS

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ANNEXURE - B - DATASHEET FOR ROSOV AND ACTUATOR

DAFFPL Let's life light tegether! (A JV of IOCL, BPCL and DIAL)	Delhi Aviation Fuel Facility Private Limited		ed	GLOBAL CONSULTANTS	
Project Name	Construction of 9000 KL ATF Storage Tank at DAFFPL Fuel Farm				
Document No.	DAFFPL/SGC/MR/2022/001	Rev.	0		

Project Name:	Providing Design Consultancy Services for Laying of Additional Receipt			
	Header inside Fuel Farm Facility of DAFFPL.			
Client:	Delhi Aviation Fuel Facility Private Limited			
Location:	DELHI	Document No.:	DAFFPL/SGC/SPEC/ROSOV/0001	

ANNEXURE - A TECHNICAL SPECIFICATIONS FOR REMOTE OPERATED SHUTOFF VALVE AND ACTUATORS

Rev	Date	Description	Prepared	Reviewed	Approved	Client Review
0	12-08-2022	For Tender	AP	AP	SKJ	
			R.	R.	hya	

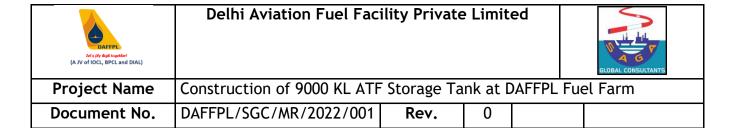
Let's (by sign together (A JV of IOCL, BPCL and DIAL)	Delhi Aviation Fuel Facility Private Limited		ed	GLOBAL CONSULTANTS	
Project Name	Construction of 9000 KL ATF Storage Tank at DAFFPL Fuel Farm				
Document No.	DAFFPL/SGC/MR/2022/001	Rev.	0		

1. CODES, SPECIFICATIONS & STANDARDS

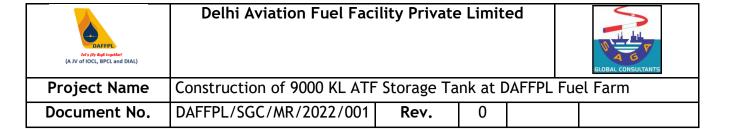
1.1.GENERAL

The valves shall be designed and supplied as per provisions detailed in this document with respect to Specifications, Codes & Standards. The design, Manufacturing, Assembly, Inspection, Testing, Certification and Delivery of Electro-Hydraulically Actuated, On/Off type Triple Offset, High Performance Butterfly valves should conform to the latest edition of the Codes including amendment/(s), if any, Specifications & Standards (including Standards / Specifications mentioned therein) listed in this document unless a specific version is stated otherwise.

Code Reference	Description
API (EI) 609	Butterfly Valve Design.
API (EI) 607	Fire Test for Soft seated Quarter Turn Valves
API (EI) 598	Valve Inspections & Testing.
API (EI) 6FA	Specifications for Fire Test for Valves.
ASME B16.5	Steel Pipe Flanges & Flanged Fittings.
ASME B16.10	Face to Face and End to End Dimensions of Valves.
ASME B16.34	Valves - Flanged, Threaded and Welding Ends.
ASME B31.3	Chemical Plant and Petroleum Refinery Piping.
ANSI B46.1	Surface Texture (Surface Roughness, Waviness).
BSEN 12266 Part 2	Industrial Valves, Testing of Valves, Test Procedure & Acceptance criteria.
EN 50018	Electrical Apparatus for Potentially Explosive Atmosphere.



IEC 60079	Electrical Apparatus to Explosive Gas Atmosphere.					
IEC 60529	Classification of Degrees of Protection Provided By					
	Enclosures (IP codes).					
IEC 60801	Electromagnetic Compatibility of Industrial Process					
	Management & control Equipment.					
IEC 61508	Functional Safety of Electrical/Electronic/Programmable					
	Electronic Safety Related Systems					
IEC 61511	Functional Safety- Safety Instrumented Systems for the					
	Process Industry Sector.					
MSS SP 61	Pressure Testing of Steel Valves.					
SSPC - VIS - 1	Steel Structures Painting Council Visual Standards.					
IS 2148	Flame Proof Enclosures for Electrical Apparatus.					
IS 1271	Methods For Determining Thermal Classification of Electric					
	Insulation					



1.1.1 DEVIATION FROM SPECIFICATION

a) The prospective bidder/(s) shall provide detailed deviation for the items to this specification. Such deviation shall be listed on the compliance sheet duly signed and stamped by authorized signatory of the bidder and shall be submitted along with the tender by the Bidder.

In the event of conflict between the Standards, then the Bidder shall seek ruling from the Owner on such clarification/(s). Where a deviation from the Standard is required, the Bidder shall make a formal request with all the supporting documents.

1.2. CONFLICTING REQUIREMENT

In the event of conflict between the requirement of this specification, API (EI) 609 and related Codes, Standards and Specifications referred above, the requirement of this Specification shall govern in the Order of following Precedence:

1st Precedence - Data Sheets

2nd Precedence - This Specification

3rd Precedence - API (EI) 609

4th Precedence - All the Referred Codes & Standards.

5th Precedence - Manufacturer's Standards.

The quantity of valves required shall be as per Material Requisition attached in this document

Note: The Bidder shall immediately inform the Owner for conflict, if any, for its technical resolution. The owners decision shall be the final resolution.

Bidder shall follow all codes and standards having latest edition available as on date.

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2. HAZARDOUS AREA CLASSIFICATION AND PROTECTION

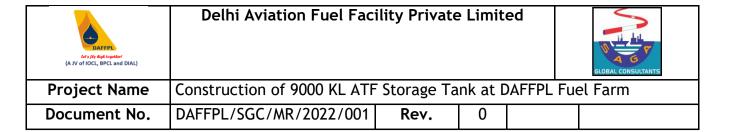
- Instruments located in hazardous area shall be certified to meet or exceed the Electrical Hazardous Area defined by Area Classification.
- b. The Actuator accessories shall be flame proof and suitable for hazardous area Zone1, Group IIB/IIC or better for application. Additionally, all valve instruments shall be weatherproof conforming to IP67 as minimum. Instruments certified for use in the specified hazardous area classification, shall have certification/approvals from Accredited International Agencies like FM, ENELEC, PTB, BASSEFA, ATEX.
- c. All enclosures for electrical equipment shall be suitable for use in hazardous area as per Hazardous Area Classification and Vendor shall submit valid Test Certificate issued by CIMFR & PESO, India. Flameproof Enclosures and Instruments, which are manufactured outside India and certified by Accredited International Authorities, shall also have approval from PESO, India.

3. SCOPE OF SUPPLY

a) The Scope of this Tender covers design, manufacture, testing and supply of Electro- Hydraulically Actuated, Fire Safe & Fail Safe to close Triple Offset, High Performance Butterfly valves which are to be installed (By other agency) on the nozzles of tank body of petroleum products storage tanks as per attached Specifications and Data Sheets. These valves are part of SIS for overfill protection in the storage tanks and also functioning as ROSOVs (ESDVs).

Complete actuated valve assembly shall have capability for use in SIL3 application having certification from TUV / EXIDA as per IEC 61508. However the designed SIS Loop has one ROSOV and as per IEC 61508, the architectural constraint limits overall loop to SIL2.

b) This Specification covers the minimum requirements for design, manufacture, testing and supply of Electro-Hydraulically Actuated, Fire Safe & Fail Safe Triple Offset, , metal to metal seated High Performance, bi-directional, Zero Leak tight shut off, non-rubbing, torque seated, antistatic, anti- blow out stem arrangement, quarter turn, double flanged end Butterfly valves of sizes equal & more than DN 100mm (4") to DN 700mm (28") as complete assembly of valve and actuator unit with all accessories.



- c) The materials, design and workmanship shall satisfy the relevant Standards, Specifications, Codes referred in this document. In case, the Specifications stipulate requirement in addition to those contained in these Standard, Codes and Specifications, these additional requirements shall also be satisfied.
- d) The Bidder shall supply the complete assembled and tested valve/(s) with actuator unit with all accessories to Owner Premises. Unloading of supplied Valves at Owners Premises at designated place (As directed by Engineer In charge/Owner's Representative) is inclusive & within the Scope of work for Bidder. The supplied valve/(s) with its systems shall be suitable for the specified site conditions. The packed unit shall be in a weatherproof packaging as the material shall be stored in open area. All components / consumables used shall be new, State of The Art and of current manufacture.
- e) This Specification does not relieve the Bidder from Final Guarantee with regards to materials, apparatus, workmanship and performance of the supplied valve/(s).
- In respect of this tender, the Bidder shall procure materials from approved makes/vendors listed in the Material Requisition sheet, Data Sheet Notes, unless the particular type of material/(s) is not covered by the list, or a special dispensation to deviate from the list has to be granted in writing by the Owner.
- g) The Offer/ Price, submitted by the Vendor/Bidder is deemed to be inclusive of the Start Up & Commissioning Spares, Equipment, Tool & Tackles, and manpower. No additional payment shall be made in lieu of any account.
- h) The Bidder shall prepare and submit all necessary documents during various stages of the project as listed in this tender document.
- i) Approved vendor/makes provided in this tender document, is for the manufacturer name only, and not for any specific model. For all items/components, the offered model must meet the relevant Specification & Requirements as specified in this tender document.
- j) The Bidder shall provide the related necessary evidence for use of their valve in similar application (provide reference lists with installation dates and run hours accumulated by dates etc.). Only the equipment of proven reliability in similar service conditions, shall be included in the Bidder's proposal (prototype shall not be proposed).
- k) Inspection and Testing of all components, sub-assemblies and complete assemblies of items manufactured at Bidder's factory, and

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- other sub-vendor's/supplier's works shall be in accordance with approved QA/QC procedure.
- l) Factory Acceptance Test (FAT) shall be performed in line with tender requirements and as per approved post PO FAT procedure at the vendor's testing facility. Providing necessary manpower & equipment, support during testing, is in the Bidder's Scope.
- m) The FAT shall be carried out in presence of owner's designated representative Or/And owner's third party inspection agency. The cost towards inspection charges of TPI agency (if any) shall be in owner's scope.

4. TECHNICAL SPECIFICATIONS

- 4.1.DESIGN & CONSTRUCTION OF TRIPLE OFFSET, HIGH PERFORMANCE BUTTERFLY VALVES
- 1) Metal seated Butterfly valve shall be supplied with anti-static device.
- 2) Butterfly valves shall be as per API (EI) 609 with double flange ends construction.
- 3) Flanged ends shall have dimensions as per ASME B16.5.
- 4) Flange face shall be raised face. Flange face finish shall be serrated or smooth as indicated in Valve Data Sheet. Smooth finish, when specified, shall be 63 125 AARH.
- 5) When specified in the valve Data Sheet, valves shall be designed to withstand a sustained internal One Millie Bar Vacuum in both Open and Closed position.
- 6) Valves shall be provided with position indicator and stop at the Fully Open and Fully Closed positions.
- 7) Manufacturing Unit shall have valid ISO 9001 Certificate.
- 8) Valve should meet ISO 15848 Standard for fugitive emissions.
- 9) Vendor will indicate Closing Torque required for each size of valve for its closing. Valve will be pressure tested at Closing Torque and should achieve Zero Leak.

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- 10) Valve should be manufactured with close tolerance and should employ Robotic welding and 3D measurement of Seat Disc.
- 11) Valve body shall be in single piece & valve seat should not protrude outside the valve body up to 20" size.
- 12) Valves shall be Fire Safe Design as per BS EN 12266 Part 2 / API (EI) 6 FA / API (EI) 607 as indicated in Valve Data Sheet. As a special requirement, minimum one valve selected randomly by Owner's representative or TPI shall be Fire Tested as per the specifications at the manufacturer's place over and above the requirements specified in the API (EI) Standards.
- 13) Valve of size DN 200 mm (8") and above shall be equipped with lifting lugs. Tapped holes and Eye bolts shall not be used for lifting.
- 14) Valve shall be suitable for installation in aboveground position as indicated in the Valve Data Sheet.

4.2.MATERIAL & TEST PROCEDURE

- 1) Materials for major components of the valve shall be indicated in Valve Data Sheet.
- 2) Fully Kilned Carbon Steel shall be used for the manufacture of the valves.
- 3) The Carbon Equivalent (CE) of valve end connections shall not exceed 0.45%.
- 4) Charpy V-Notch Test on each heat of base material shall be conducted as per API (EI) 609, for all pressure containing parts such as body, end flanges and welding ends as well as bolting material. Unless specified otherwise, the Charpy Impact Test shall be conducted at 0° C. The Charpy Impact Test specimen shall be taken in the direction of principal grain flow and notched perpendicular to the original surface of plate for forging.
- 5) The minimum average absorbed energy, per set of three specimen, shall be 27 Joules with an individual minimum per specimen of 22 Joules. No specimen shall exhibit less than 80% shear area.
- 6) The hardness of base material of body and principal parts such as disc and body etc. shall not exceed 22 RC. Shaft / Stem can be with higher hardness based on the shaft material & applicable relevant standard.

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5. ELECTRO-HYDRAULIC ACTUATORS FOR SHUT DOWN APPLICATIONS

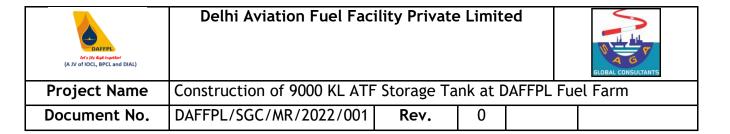
5.1 GENERAL

- 1) As specified in the Data Sheet, Electro-Hydraulically Actuated shall be used for shut down services and where the valve design dictates. Rack & Pinion & Pressure Balanced actuators shall not be used.
- 2) These ROSOVs shall be equipped with Electro-Hydraulically Operated Actuators.
- 3) The required position of the valve when the controlling medium is lost shall be "Fail Closed" as indicated in the Data Sheet.
- 4) The Actuator shall be sized using a factor of 1.25 times the shut-in head pressure to ensure that the Actuator has sufficient built-in power to operate the valve from a closed in system or to ensure seating against such a condition.
- 5) The Actuator-valve stem connection shall be a bolt threaded split clamp.
- 6) Electro-Hydraulically Actuated Piston Actuators shall be sized to provide the required force at supply pressure of 4 Kgs/cm² (g).
- 7) As required in the Data Sheet, the Actuator shall be supplemented with all systems for Electro-Hydraulic Operation of the Actuator. The Actuator shall be manufactured from Carbon Steel, painted and shall be conforming to the pressure vessel Code applicable to the Project.
- 8) All tubing shall be SS 316 and in Imperial size. Permissible OD / Wall thickness shall be: 0.50" OD x 0.049" Wall thickness.
- 9) Actuator shall be painted in colour: RAL 3001 Signal Red for Fail Safe ROSOVs.
- 10) These ROSOVs will be used as tank body (Inlet / Outlet) isolation with shutdown application for tank overfills protection.
- 11) Provision of Manual- override with necessary accessories shall be provided.

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5.2 TECHNICAL SPECIFICATIONS OF ELECTRO - HYDRAULIC ACTUATOR

- a. Each actuator unit shall include the motor, hydraulic pump, hydraulic manifold, accumulator, in- built safety system, pressure sensor indication of hydraulic oil pressure along with the positions indicator, limit switches, electrical & hydraulic controls, terminal box etc. as a self-contained unit. The actuator shall be sized to provide adequate torque and / or thrust to ensure the complete intended travel of the valve under the extreme operating conditions.
- b. The actuator unit shall be double sealed type, watertight and dust proof conforming to IP67 minimum. Any electric / electronic part inside the actuator assembly shall be adequately protected and suitable higher rating of degree of protection shall be provided.
- c. The body of actuator shall be of anodized aluminium and all piping to be of SS316. All the fittings shall be of Swagelock / Parker only.
- d. Enclosure shall be rated explosion proof Ex'd' and suitable for installation in Zone IIB, Temperature Class T3 electrical area classification. The actuator shall be sized to guarantee valve closure and provide sufficient thrust to position and fully stroked the valve against the maximum differential pressure that may developed under the specified process and / or start-up conditions. Particular attention shall be paid to unbalanced dynamic forces on the valve disc for actuator sizing, the shut-off differential shall be considered at the full differential pressure. The full differential pressure for the actuator sizing shall be assumed as the maximum upstream pressure with the valve fully closed and downstream pressure as the atmosphere.
- e. The operating speed for the valve opening & closing rate shall be at approximately at one 2 seconds per inches size of the valve.
- f. Two selector switches (lockable) shall be provided on the actuator, one for Local / Stop / Remote selection and with pad lockable for each positions and the other for Open, Close & Stop Commands.
- g. Electronic "Latching" shall be provided for the torque sensing system to inhibit torque off during unseating or during starting in mid-travel against high inertia loads. A jammed valve protection circuit shall de-energize the motor after a few second, if no movement occurs after a receipt of a signal to Open or Close.
- h. A separately sealed compartment containing segregated power and control terminal shall be provided. Earthing terminal shall be provided at the external of ROSOV.



5.2.1 ACTUATOR TORQUE REQUIREMENT

"Actuator Design Torque" shall be based on maximum valve pressure rating ANSI Class #150 at design temperature and additional safety margin of 25% (1.25X). The actuator shall be capable of opening the valve with the maximum differential pressure across the valve (equal to the maximum specified design pressure on one side atmospheric pressure on the other side).

It shall be based on a valve torque teat as defined in API 6D. Appendix - C.

S. N.	VALVE	ACTUATOR
1	(Start-to-close torque) / (Start- of-	Spring-Start-Torque (SST) A safety margin of
	stroke torque close) / (open- to-close	1.25X shall be applied on top of the valve
	break torque)	start-to-close torque. (i.e., 25% more).
2	Running torque	Spring-Running-Torque (SRT) A Safety margin
		of 1.25x on top of the required valve running
		torque shall be maintained (i.e., 25% more).
3	Reseat Torque / (Closing torque) /	Spring-End-Torque (SET) A safety margin of
	(End-of-stroke torque)	1.25X on top of the valve closing torque shall
		be applied. (i.e., 25% more).

The Bidder shall specify maximum actuator torque. The Bidder shall specify and tabulate in his quotation the required torque figures for each valve and the delivered torque figures by the actuator. The torque values shall be expressed in Newton meter (N-m) and shall be given for the following valve positions:

- Start to open torque (breakaway torque)
- Lowest running torque during opening of the valve.
- End of opening torque (value fully open)
- Start to close torque (breakaway torque)
- Lowest running torque during closing of the valve.
- End of closing torque (reset torque, value fully closed). Bidder shall mention in the offer the values of the torque for:
- Valve stems shear torque.
- Maximum torque output of actuators.

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5.2.2 ACTUATOR UTILITY

a. The Actuator shall be suitable for the following valve:

1	Type of Valve	Triple Offset Butterfly valve
2	Size of Valve	24'', 16" & 10''
3	Valve Design	As per specific requirement
4	Valve Pressure Rating	As per specific requirement
5	Installation	Outdoor
6	Location of Valve	Tank body valve
7	Location of FLP Control panel	Outside tank dyke wall
8	Location of Owner Control panel	Control building

5.2.3 ELECTRIC MOTOR FOR ACTUATOR

- a. Actuator shall be suitable for AC supply voltage of Three Phase (415 volt) $\pm 10\%$ variation at 50 Hz frequency with $\pm 5\%$ variation.
- b. The motor shall have Class 'F' insulation with temp rise limited to Class 'B'
- c. Motor shall be housed in a totally enclosed non-ventilating type enclosure.
- d. The motor shall be provided with stall detection device to stop the motor, if motor operation is inhibited.

5.2.4 AUXILIARY CONTACTS

a. The Auxiliary switch contacts shall have a minimum rating of 0.25A, 110V DC Non- inductive.

5.2.5 TORQUE & POSITION LIMIT SETTINGS

- a. "Open" and "Close" position limit settings with adjustable selection shall be provided to ensure correct valve travel.
- b. The internal pressure shall be continuously monitored to prevent excessive torque.

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c. Four limit settings, two at each end of travel for interlocking / indication, shall be provided.

5.2.6 WIRING AND TERMINALS

All devices provided in the actuator shall be wired up to the terminal block. The contacts for remote operation and indication shall also be wired up to the terminal block. Minimum 10% spare terminals shall be provided for future interlocks. Internal wiring for power & control circuits shall be appropriately sized for ROSOV actuator rating. Each wire shall be identified at both ends using PVC ferrules. The terminal compartment shall be separated from the inner electrical components of the actuators by means of a watertight seal so that the actuator electrical components are protected from the ingress of moisture & foreign materials when terminal cover is removed during installation & maintenance. Different functional PCB's will be slot specific, & non-interchangeable among themselves to facilitate easy trouble shooting and replacement.

Vendor shall be solely responsible for the compatibility of the actuator with the valve and for the selection and sizing of various electrical devices and components in the actuator.

The actuator shall be provided with minimum three adequately sized cable entries viz. one for power cable and two for control cables. However, the actual number of control cable entries in actuator with 2-wire control system shall be provided based on job requirements as specified in data sheets / specification for control systems for ROSOV Suitable double compression, flame proof cable glands shall be provided with each actuator for all cable entries and sealing plugs for un-used holes in local push button stations after installation of local push button stations. The cable glands and plugs shall be made of Nickel-plated brass.

Bidder to submit wiring and control design to integrate valves supplied by bidder with owners existing PLC within 30 days post award of contract.

5.2.7 CONDUIT ENTRIES

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Party shall indicate offered conduit entries in NPT, as per standard design of Actuator & control panel in the enclosed Data Sheet.

5.2.8 CABLE GLANDS

Appropriate Double Compression Flame Proof, Explosion Proof & Weatherproof Cable Glands shall be supplied.

5.2.9 CONTROL FACILITIES

The control system shall have remote control facility as a standard feature. The remote-control circuits shall be powered from internally derived control supply voltage. It shall also have minimum 4 nos. of alarm status contacts indicating the availability of actuator for remote control / indication for monitoring of the following:

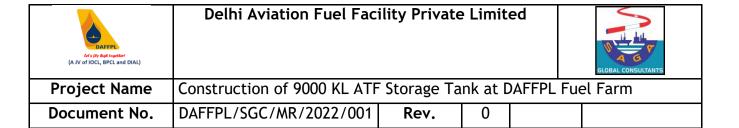
- Loss of one or more phases of power supply.
- Loss of control circuit supply.
- Selector switch in local mode
- Local stop push button set to "Off".
- Any other local fault / abnormal condition.

5.2.10 EMERGENCY SHUTDOWN (ESD)

ESD functionality shall be based on de-energized to trip condition. ESD functionality shall be performed on actuation any of the following conditions:

- Actuation of 24 V DC remote command signal from Owner's control system. This shall be isolated from control electronics through opto-isolator.
- Loss of main power.
- Loss of hydraulic power.
- Actuation of local / remote push button
- Other conditions as applicable for ESD

ESD functionality shall close the valve even when the selector switch is on local mode.



After an ESD action, normal operation can be restored after normalization of the process and valve opening or closing as the case may be only after resetting the system through the local pushbutton or depending upon the configuration.

5.2.11 INTEGRAL PUSH BUTTON, SELECTION AND CONTROL DEVICES

The following local control devices shall be provided integral with the MOV actuator:

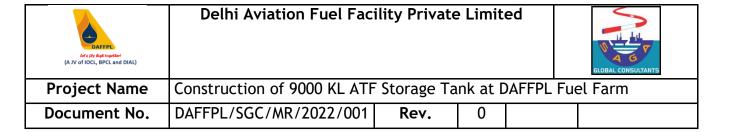
- Push buttons for 'Open / Close' selector switch shall be provided. OPEN & CLOSE push buttons should be of Green & Red colour respectively. Close operations shall be push type & Open operation shall be Press & Rotate type.
- Local / off / Remote Selector switch shall be pad-lockable in each position.
- Local continuous position indication from "Valve fully open" to "Valve fully closed" position, which may be of analogue or digital type using mechanical indication/indicating lamps / LEDs.

The following local push button station shall be provided as a part of this scope of Bidder;

- The ROSOV shall have provision for closing from Local Push button proposed to be provided outside of dyke wall.
- Supply of local push button shall have IP 67 Enclosure.
- Supply of glands cable termination is in scope of bidder along with plugs for closure of unused holes / spaces in LPBS. All these accessories are to be compliance of explosive rating category.

5.2.12 TORQUE AND TRAVEL LIMIT SWITCHES

The limit switches shall be preset. The switches shall be provided with requisite number of potential free contacts for valve actuator operation and for indication on remote panels as specified in data sheet. Instead of mechanical torque limit switches, magnetic pulse counter / encoders to measure and control the stroke of actuation may be provided, wherever this feature exists in manufacturer's design.



5.2.13 PRESSURE MEASUREMENT

Internal Pressure transducer shall be provided for monitoring the internal hydraulic system pressure and provide alarm for potential stall condition of the valve. The signal of pressure shall be in %age of maximum generated system or actual pressure of 4.20 mA current signal.

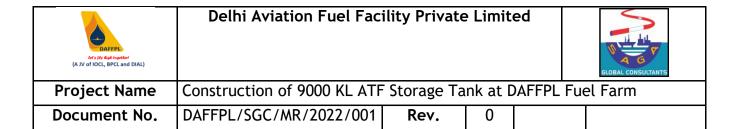
5.2.14 TWO WIRE CONTROL SYSTEM

MOV shall be suitable for two wire control system. This actuator shall have individual field units connectable to master control station through a single 2 wire cable loop for control and monitoring. The vendor shall indicate the maximum number of field units can be connected to a master station and maximum distance from field unit to master station. The vendor shall also indicate maximum number of control input and control / status output from each field unit that can be handled through 2 wire control system.

The MOVs should either have General Purpose FCU card embedded for communicating to any make of Master Station or the FCU should be compatible for direct communication on 'Open Type International Standard 2 wire serial communication protocol / MMODBUS for serial communications directly. The following signals shall be available at the control room:

- Valve open
- Valve closed
- Actuator fault
- Field unit fault
- Cable fault
- Monitor relay trip
- Thermostat trip
- Local stop selected
- Local Control selected
- Valve Obstructed
- Valve jammed

Remote control function shall be provided to permit the actuator to:



- Open fully.
- Close fully.
- Assume Emergency Shut Down position.

Each field unit / MOV actuator shall be addressable from master control station through unique address code. All the field settable / adjustable parameters of MOV actuator shall be settable from master control room. Similarly, all the indication available on the MOV actuators shall be available at the master control station. Full diagnostic feature of MOV shall be available on master control room. Suitable redundancy shall be provided such that in case of fault in the cable, the field unit continues to communicate with the master control room.

5.2.15 ACCESSORIES

- 1) All the required accessories shall be procured and mounted by Bidders in Local Station at Fuel Farm in a field mounted cabinet. External tubing connection shall be either 0.50" OD. Instruments shall be tropicalized for humidity and fungus and shall be termite resistant of IP67 classification. Bidders shall be completely responsible for the functioning of the control scheme as per Data Sheet requirements.
- 2) Solenoid valves shall be certified EExd (except when Data Sheet calls for EExI). Solenoid coil rating shall be 230 Volts AC. Integral terminals shall be provided for the termination of cabling. Flying leads from the coil enclosure shall not be used. Solenoid valves etc. shall be constructed of Stainless Steel body, Stainless Steel trim and Stainless Steel enclosure. Zero Copper Aluminium enclosures with two pack epoxy finish coating are also acceptable.
- 3) Solenoid valves shall be fitted micro switches, one at the "Open" and one at the "Closed" position. The switches shall operate at less than 5% of the valve travel from their respective limits.
- 4) Limit switches should be EExd. Bidder shall supply full technical specification of the switches in this offer. Switches shall be pre- cabled to a junction box mounted on the Actuator using ½" NPT metallic glands.
- 5) Junction boxes shall be made from Stainless Steel, environmentally rated as IP67 and certified EExd for use in Zone 1 Hazardous Area as standard. Cables

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shall be clearly identified at both ends using securely fitted PVC cable markers. All cable cores and wiring shall be fitted with core identification ferrules at each end. All cores shall be terminated in terminals.

- 6) All tube shall be cold bended by gradual application of pressure using an approved type of bending machine. Bending shall not include hammering or the application of any force, which may damage the tube. Tube cutting shall be executed using an approved type of tube cutter. Saw cuts are not permitted. After cutting, ends shall be dressed with appropriate belling tool to ensure that a restriction has not been introduced. Prior to installation, tubing shall be internally cleaned, degreased with solvent and then dried.
- 7) All Actuators / valves shall be fitted with a permanently attached Stainless Steel labels (not wired on) showing as a minimum following detail:
 - Bidder's Name & OEM's Name:
 - Model No:
 - Serial No:
 - Instrument Tag No:
 - Manufacturer's Standard Data:
 - Position on Actuation Medium Failure:
 - Materials of Construction of Valve Body:
 - Pressure & Temperature Rating (Valve Only):
- 8) Fire Proofing of Actuators is NOT envisaged.
- 9) All accessories mounted on valve assemblies shall be capable of withstanding line vibration and surge pressures

6. ROSOV OPERATIONS

- 1) ROSOV are part of SIS, which consists of SIL3, ESD Safety PLC, SIL2 capable High Level Switch and any other input element & ROSOVs as Final Control Element.
 - a) Each ROSOV shall be with Emergency Close (Shut Off) Local Station, which shall be located outside the tank dyke. No mechanical over-rides or lock out devices are permitted.
 - b) In addition to SIS functionality, the ROSOV can be closed from Control Room either from ESD push button or through all operator interface stations for Operator's interaction with ESD safety PLC System (SIS) via the Graphical User Interface (GUI) facilities of the Terminal Automation System, wherever provided with defined access control & security levels.

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- 2) Emergency Shut Off Local Station shall be made from LM-6 & having valid PESO/CCOE approval. Controls shall be mounted on front & shall be protected against inadvertent operation.
- 3) The system must be reset from Emergency Reset Station in Control Room through TAS Operator.

7. INSPECTION & TESTS

7.1GENERAL

Prior to shipment, the manufacturer shall perform all inspection and tests at his works as per requirements of this specification and the relevant Codes. Such Inspection & Tests shall be, but not limited to the following:

- 1) All valves shall be visually inspected. Dimensional checks on all valves shall be carried out as per Owner's approved drawings. Owner shall have the right to inspect/witness the tests.
- The bidder shall develop QAP based upon the specification in the tender and submit the same for approval to Owner.
- Acceptance of the material shall be subject to inspection, approval and Inspection Release Note by the Inspection Agency designated by Owner. Inspection will be carried out as per the Scope of Inspection detailed in this specification, approved QAP and as per the relevant standard. All necessary arrangements/facilities for Inspection shall be made by successful Bidder.
- 4) Painting shall be done as per Painting Specifications mentioned in Datasheet.
- Test Certificate should mention that the valves conform to its relevant Standard. It should also include the date of manufacture and surface preparation and painting.
- 6) Chemical composition and mechanical properties shall be checked as per relevant material standards and this specification for each heat of Steel used.
 - Non-destructive examination of individual valve material

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and components consisting of but not limited to castings, forgings, plate and assembly welds shall be carried out by the Manufacturer.

- Body castings of all valves shall be radio-graphically examined on 100% of the surface critical areas as per ASME B16.34. Procedure and acceptance criteria shall be as per ASME B16.34.
- All valves shall be tested in compliance with requirements of API (EI) 598 / API (EI) 609. During pressure testing, valves shall not have sealant lines and other cavities filled with sealant, grease or other foreign material. The drain, vent and sealant lunes shall be either included in hydrostatic shell test or tested independently. No leakage is permissible during hydrostatic testing. The body cavity self-relieving feature meeting the requirement of this specification shall also be checked.
- A supplementary air seat test as per API (EI) 609 shall be carried out for all valves
- A bubble tight seat is required without use of any sealant.
 No leakage is allowed. Test pressure shall be held for at least 15 minutes.
- Valves shall be subjected to Operational Torque Test as per supplementary test requirement of API 609 under hydraulic pressure equal to maximum differential pressure corresponding to valve rating.
- Valves shall be subjected to anti-static testing as per supplementary test requirements of API (EI) 609.
- Valves shall be tested in preferred as well as Non preferred direction.
- Minimum 01 Nos. of valve shall be tested after assembly of the valves and actuator at the valve Manufacturer's works. At least five Open-Close cycles without internal pressure and five Open-Close cycles with maximum differential pressure shall be performed on the valve actuator assembly. The time for full open to full close shall be recorded during testing. If required, the actuator shall be adjusted to ensure that opening and closing times are within the limits in Actuator Data Sheet for the purpose.

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- In case the tests do not meet the requirement, retesting/rejection of the lot shall be decided by Owner' Inspector.
- Owner reserves the right to perform stage wise inspection and witness tests as indicated above at Manufacturer's works prior to shipment. Manufacturer shall give reasonable access and facilities required for inspection to the Owner's Inspector.
- Owner reserves the right to require additional testing at any time to confirm or further investigate a suspected fault. The cost incurred for such investigation shall be borne by the Manufacturer. In no case, any action of Owner or his Inspector shall relieve the Manufacturer of his responsibility for material, design, quality or operation of valves.
- Inspection and tests performed/witnessed by the Owner's Inspector, shall in no way relieve the Manufacturer's obligation to perform the required inspection and tests.

7.2 ACTUATOR

For ROSOV, the following tests shall be provided prior to shipping:

- Actuator operation cycle (Open-Close) of each valve with its Actuator to be checked at least for five times for proper actuator operation. Verify that valve position coincides with position indicators.
- Opening-Closing position.
- Actuator output speed & Open-Close Time
- Actuator travel setting.
- Operational Torque Test as per API (EI) 609.
- FAT and SAT for the system

7.3 TEST CERTIFICATES

Manufacturer shall submit the following test certificates:

- Mill test certificates relevant to the chemical analysis and mechanical properties of the materials used for manufacturing of the valves as per relevant standards.
- 2) Test certificate on hydrostatic and pneumatic tests complete with

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records of timing and pressure of each test.

3) All other test reports and certificates as required by API (EI) 598 / API (EI) 609 and this specification. The certificate shall be valid only when signed by TPI. Only those valves, which have been certified by Owner's Inspector, shall be dispatched from Manufacturer's works.

7.4SPARES & ACCESSORIES

 Manufacturer shall furnish list with price of recommended spares and accessories required for two years of normal operation and maintenance of valves.

7.5 DOCUMENTATION

All documents shall be in English language.

I. Documentation with Offer:

Bidder shall submit the following documents along with offer:

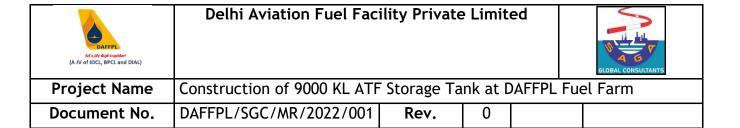
- General arrangement/assembly drawings showing all features and relative positions and sizes of vents, drains, actuator, painting, coating and other external parts together with overall dimensions along with weight & Opening Closing Time.
- 2) Sectional drawing showing major parts with reference numbers and material specification. In particular, a blow-up drawing of disc seat assembly shall be furnished to comply the requirements of this specification.
- Sizing calculations for selected actuator, Torque curves for the actuator along with break torque and maximum allowable stem torque. In addition, sizing criteria and torque calculations shall also be submitted for actuated valves.
- As a mandatory requirement, the Bidder shall firm up the Make & Model of Actuator, other accessories like limit switches etc. at the time of submission of the Bid & same shall not be changed after placement of Purchase Order on the successful Bidder. The Bidder shall submit de-codification sheet for each type and size for valve and actuator along with torque value.

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- 5) Descriptive Technical Catalogues of the Manufacturer.
- 6) Details of support foot, including dimensions and distance from valve center line to bottom of support foot.
- 7) Manufacturer, who intends bidding, must submit at bid stage, certificate and report for successful type tests for valves in accordance with API (EI) 607 / BS EN 12266 Part 2/API (EI) 6FA, as applicable in valve Data Sheet along with copy of valid API (EI) 609 Certificate. Failure to comply with this requirement shall be a cause of rejection of the offer.
- Details for calculating overall Safety Instrumental System, SIL assessment, which requires inputs from each SIS device manufacturer, who contributes in SIF like Initiators, Logic Solver & Final Control Element. Hence it is implied on actuated valves OEM to provide all necessary information viz SIL Certification, Functional Safety Manual, PFD, SFF etc. for individual devices of actuated valves & then complete package i.e. full actuated valve.
- 9) Details of manufacturing/testing facilities available with the Bidder and rated production capacity.
- 10) Detailed Bar Chart showing different stages of design, manufacture, testing and dispatch schedules.
- 11) Deviations from specifications and attachments, if any.
- 12) QAP format duly filled and signed.
- 13) Confirmation regarding the Codes & Standards specified for different works.
- 14) List of recommended spares and accessories for valve and actuators for Start Up& Commissioning.
- List of recommended spares & accessories for valve & actuators for 02 (Two) years of normal operation.
- 16) Guarantee for performance, workmanship & materials of construction.

7.6 DOCUMENTATION AFTER PLACEMENT OF PURCHASE ORDER:

- 1) Within three weeks of placement of order, the Manufacturer shall submit six copies of, but not limited to the following drawings/documents for Owner's / Owner Representative approval:
- Sizing of actuator and selected Model for approval.



- Detailed sectional arrangement drawing showing all parts with reference numbers and material specifications.
- Hazardous Area Classification for valves, accessories, electrical power consumption for each type and size of valve for approval.
- · Assembly drawings with overall dimensions and features.
- Installation requirements.
- QA Plan for approval.

Very Important:

Manufacturing of valves shall commence **Only & Only** after approval of the above documents by Owner / Owner Representative. Once approval has been given by Owner, any change in design, material and method of manufacture shall be notified by the manufacturer to Owner, whose approval in writing of all changes, shall be obtained before the valve is manufactured.

Manufacturer shall submit one reproducible and six of the following:

- 1) Test certificates as specified in this specification. Inspection certificates & test reports shall be supplied for all mandatory tests as per applicable Codes.
- 2) Manual for installation, erection, maintenance and operating instructions including a list of recommended spares of the valves.
- 3) Details of corrosion resistant paints to be applied on the valves.
- 4) Materials test and analysis certificate (Physical properties, Chemical composition and Heat Treatment Report) shall be furnished for the valves to be supplied. Material test certificate for other parts shall also be furnished during inspection.
- 5) Other relevant information/drawing/document as required by Owner.
- 6) All the above documents shall be in addition to those mentioned in individual specification of valves.

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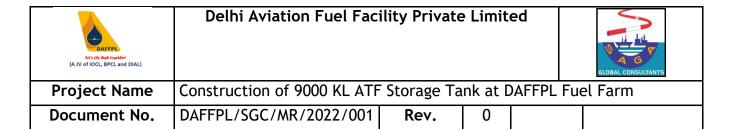
7.2 AS BUILT DOCUMENTATION AND DRAWINGS:

Contractor must provide Six (6) sets of final documentation shall be submitted in hard copy and soft copy of the following.

- 1) General arrangement / assembly drawings showing all features and relative positions and sizes of vents, drains, actuator, painting, coating and other external parts together with overall dimensions, sectional drawings showing major parts with reference numbers and material specifications, also in particular, a blow-up drawing of Disc-seat assembly.
- 2) Sizing of actuator and selected model with torque details for valves and actuators.
- 3) Overall general arrangement and dimensional cross-sectional drawings of valves, showing parts list, material list, weight etc.
- 4) Actuator make, Model, details of selection based on torque, electrical power consumption for each type and size of valve.
- 5) Inspection certificates and test reports shall be supplied for all mandatory test as the applicable Codes.
- 6) Operation and Maintenance Manual.
- 7) Installation requirements.
- 8) Calibration certificates, Technical Catalogues for valves, actuators and all accessories mounted on valve.

8. COMMISSIONING ASSISTANCE, WARRANTIES & TRAINING

1) Vendor shall depute his Commissioning Engineer to the location/(s) of the Owner as covered in Purchase Order for commissioning supervision of valves and the actuators & stabilization of valves & actuator operations. Vendor to note that commissioning assistance shall be provided for each valve as installation of valves will not be together envisaged in construction activity. The commissioning charges shall be paid prorata basis for each valve as per the amount which bidder has quoted in tender. The quoted rate shall include all to & fro travelling charges, lodging & boarding charges any any other incidental charges. The representative shall ensure that the valve is commissioned successfully. Tools, tackles, consumables and manpower etc. required at site for this purpose shall be arranged by the manufacturer/vendor/bidder. All expenses for site services shall be borne by the manufacturer /vendor.



- 2) Manufacturer /vendor shall provide warranty for the performance of valves for 18 months from the date of delivery at Owner's premises or 12 months from the date of installation & commissioning, whichever is later.
- 3) Manufacturer/Vendor shall develop adequate service support in India to provide technical after sales service in India within 48 hours of intimation to Manufacturer/Vendor to attend the fault in valves installed in India. Such Service Support shall be guaranteed by Manufacturer/Vendor for supply of parts, service for 10 years for all valves supplied by way of a written Memorandum of Understanding.

8.1 SITE TRAINING (AT OWNER'S WORK SITE):

- 1) The scope of work of the Vendor shall include co-ordination, arranging facility, bring them to Owner's training center, arranging lodging & boarding, transportation etc. for imparting training to Owner's personnel. Owner's responsibility will be limited to providing Training Hall with all perquisite aids and arranging food / snacks during training sessions.
- 2) The training program shall comprise of classroom /hands-on training and explanation of details of valves. The group to be trained will comprise of personnel from all disciplines of maintenance, operation, and other associated departments.
- 3) The specialist installation / commissioning Engineer (s) of the Vendor will conduct the training programme covering all operational and maintenance aspects.
- 4) To appraise Owner's Engineers, Operations, Maintenance personnel and multidisciplinary group, the training & training material shall be arranged by the Vendor to provide one day training at site to each of the location where these valves are installed.

8.2 Defect Liability

- 1) Manufacturer shall guarantee that the material and machining of valves and fittings comply with the requirements in this specification and in the Purchase Order.
- 2) Manufacturer, at his cost, is bound to replace or repair all valves parts, which are defective due to inadequate engineering or to the quality of materials and machining.
- 3) Any defect occurring during the Guarantee Period, shall be attended to by making all necessary modifications and repair of defective parts Free of Cost to Owner within 21 days of rectification request to Bidder (No. of Days will be

Let's lips flage together (A IV of IOCL, BPCL and DIAL)	Delhi Aviation Fuel Fac	ility Private	e Limit	ed	GLOBAL CONSULTANTS
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calculated from the date an e-mail is sent from owner's representative to bidder's representative). In case Bidder fails to attend the rectification request within 21 days, The Owner reserve's all rights to carry out the rectification of Valve at risk and cost of Bidder. All expenses on this account shall be borne by the Manufacturer/Bidder. During DLP, the owner reserves all rights to recover all expenses towards repair on parts of valves & actuators supplied by vendor, including an additional 16% of total costs related to repairs as an overhead cost to owner.

8.3 SITE SERVICE / SITE VISITS BY EXPERTS

- 1) Valve Vendor shall depute expert Service Engineer/(s) to site, for co- ordination with Owner's Representative/TAS contractor for complete integration and testing of the system & stroking of the valves.
- 2) To demonstrate & establish successful communication interface with valves & up to PST station & TAS system
- 3) Fine tuning of the integrated system for optimal performance of valves & TAS.
- 4) Details of all parameter settings & documents to Owner's Representative/TAS contractor for incorporating these details in TAS manuals.
- 5) In case of problems with the valves stroking/functioning during commissioning and warranty period, shall depute his service expert to site for rectification of problems of ROSOVs. Bidder shall repair or replace the actuated valves/accessories & demonstrate its operation to Engineer In-charge/Client to their satisfaction.
- 6) Tools, tackles, consumable & manpower etc. required at site for this purpose shall be arranged by manufacturer/vendor bidder. All expenses for site services shall be borne by manufacturer/vendor bidder.

8.4 PAINTING, MARKING & SHIPMENT

- Actuated valve assembly surface shall be thoroughly cleaned, freed from rust and grease and applied with sufficient coats of corrosion resistant paint. Surface preparation shall be carried out by shot blasting to SP-6 in accordance with "Steel Structures Painting Council - Visual Standard SSPC-VIS-1".
- 2) Manufacturer shall indicate the type of corrosion resistant paint used in the drawing submitted for approval.
- 3) All valves shall be marked / stamped as per API (EI) 609. The unit of marking shall be Metric except Nominal Diameter, which shall be in "Inches". Marking shall be done by die- stamping on the cover or on the housing of the valve.

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- 4) Valves ends shall be suitably protected to avoid any damage during transit. All threaded and machined surfaces, subject to corrosion, shall be well protected by a coat of grease or easily removable Rust Preventive Material.
- 5) All valves shall be provided with suitable protectors for flange faces, securely attached to the valves flanges. All valve openings shall be positively sealed by suitable blanking plates or plastic plugs. Adhesive tape sealing of opening without blanking plates or plugs will not be acceptable.
- 6) All sealant lines and other cavities of the valves shall be filled with sealant before shipment.
- 7) Packaging and shipping instructions shall be as per API (EI) 609 and packaging shall be in accordance with Project Packaging Specifications.
- 8) All valves shall be transported in close condition.
- 9) Each valve shall be packaged in separate marine wood boxes.
- 10) Each of the boxes will have marking indication location of its receipt and Owner's name.
- 11)On each of the package, following shall be marked legibly with suitable marking/stamping:
 - Purchase Order Number:
 - Name of the Manufacturer:
 - Size of Valve and its Rating:
 - Tag Number At least on 3 sides of the package and legible from distance.
 - Serial Number:

8.5 STORAGE

Valves and components must be stored as instructed by Owner Engineer In charge in Owner's Fuel Farm Premises. Interim storage of valves shall be in open area at owner's premises however, weatherproof packing to be done by the bidder.

9. LIST OF PREFERRED VENDORS

Let's lip liqui teaption! (A IV of IOCL, BPCL and DIAL)	Delhi Aviation Fuel Fac	ility Private	e Limit	ed	GLOBAL CONSULTANTS
Project Name	Construction of 9000 KL ATF	Storage Ta	nk at D	AFFPL Fu	el Farm
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Sr. no	Vendor Name
	For ROSOV
1	Emerson Valves
2	L& T Valves
3	Advance Valves
	For ACTUATOR
1	ROTORK
2	REXA Electraulic
3	BIFFI Actuator
4	Auma India Pvt Ltd.
5	Limitorque India Limited

	DATASHEET FOR ELECTRO	HYDRAULIC ACTUATOR
escripti		Characteristics
	SITE CON	-
1	Altitude of the Location	Less than 1000 meters above Mean Sea Level.
2	Operating Temperature	0 C / 50° C
3	Design Temperature	(-) 5° C to (+) 60° C
4	Average Humidity	Maximum 73%. & Min.25%
5	ROSOV Tag Numbers	It will be intimated after award of contract.
6	Fail Action	Fail to Close
	SYSTEM CO	
7	Valve Type	Triple Offset, High Performance, Metal to
		Metal
		Seated, Non-Rubbing, Torque Seated,
		Double Flanged Ends, Quarter Turn, Anti-Static,
8	Nominal Bore	6" to 24" (DN150 to DN600)
9	Supply Voltage & Frequency	415 ± 10%, 50 Hz ± 5%, 3-Phase AC Electric
		Power Supply.
10	System Earthling	Solidly Earthed.
11	Location of Valve/(s)	Above Ground
12	Valve Manufacturing Standard	API/EI 609
	OPERATING E	NVIRONMENT
13	Area Classification	Zone 1.
14	Gas Group	IIB/IIC or better for application.
15	Temperature Class	T3.
16	Construction	Flame Proof Ex (d).
17	Ingress Protection	IP 67.
18	Painting	Epoxy Based.
19	Fire Proofing Required	Not Envisaged, Equipment shall be Fire Safe
20	ROSOV Tag No.	It will be intimated after award of contract.
	VALVE BUTY MODE OF CONTR	OL AND DEVICE FOR CONTROL
24	VALVE DUTY, MODE OF CONTRO	-
21	Fully Open & Fully Closed	Yes.
22	Partially Open & Partially Closed	No.
23	Control Requirement	Local and Remote for All ROSOVs.
24	Local / Remote / Off Selector Switch On ROSOV Actuator	Required.
25	Compatibility For Interfacing With 2-Wire Control System	Required.
26	Setting Adjustable Parameters Of Actuator (for 2-Wire Control System)	From Field & Remote Through Master Control Station PLC For 2- Wire Control.
27	Continuous Position Indication:	
a)	Local	Mechanical/Digital Indication Required
b)	Remote - Potentiometer / Transducer For Remote Continuous Indication	Required in Control Room Through Master Control Station.

c)	Intermediate Travel Limit Switch	Required
d)	Potentials Free Contact For Indication On	Required
	Remote Panel & Other Interlocks	
i)	For Valve Open Position	Required
ii)	For Valve Closed Position	Required
iii)	For Remote Indication Or Position Of Local / Remote Selector Switch	Required
iv)	For Availability Of ROSOV Actuator Remote Operation (Contact From Monitoring Relay)	Required
V)	Remote Emergency Stop Push Button For Stopping Actuator	Required
vi)	DCS / PLC Interface For Remote Control Indication	Remote Indication Required For All ROSOVs.
vii)	Indication:	
	Open / Close Limit Switches	Required.
	Local Position Indicators / LEDs	Required.
28	Time Of Operation:	
a)	Opening	60 Seconds As Per Design Of Valve.
b)	Closing	1 - 2 Seconds Per Inch Diameter Of The Valve.
29	Make Of ROSOV Electro- Hydraulic Actuator	Preferred Makes: Rotork, Biffi, Auma, Limitorque Or Equivalent.
30	Double Compression Glands & Plugs (For Unused Entries) To Be Supplied With The Actuator	Flame & Weather Proof. Material Of Construction: SS 316L
	SPECIAL REQ	UIREMENTS
31	Safety Integrity Level	SIL3 capable for actuated valve when it is Type A
32	SIL Certification	IEC 61508
33	Third Party Certification	TUV/EXIDA / Any other approved party by DAFFPL
	General	Notes:

IA S	HEET FOR I	REMOTE OPERATED SHUT OF VALVE - TRIP	LE OFFSET OF ELECTRO-HYDRAULICALLY ACTUATED
_			
A	Process D	ata	
	1	Process Fluid	Jet A1 Fuel / ATF
	2	Operating Temperature	50 °C / 0 °C (Max. / Min)
	3	Design Temperature	(-) 5 °C to (+) 60 °C
	4	Fluid Density @ 15 °C	775 to 840 Kg/m ³
	5	Kinematic Viscosity at -25 °C	8.000 mm ² /s (Max.)
	6	Vapour Pressure @38 Degree C	0.003 (Negligible)
	7	Vapour Density	Heavier than Air
	8	Maximum Differential Pressure	
	9	Conductivity of Jet A1 Fuel	50 - 600 pS/m
	10	Fail Action	Fail to Close
_	Committee		
В	General D	ata	
	11	Valve Type	Triple Offset, High Performance, Metal to Metal Seated, Non-Rubb Torque Seated, Double Flanged Ends, Quarter Turn, Anti-Static, Anti-Blow Out Stem Arrangement Butterfly Valve with fail safe
			fire safe with factory fitted Electro- Hydraulically Operated Actuar
	12	Nominal Bore	6" to 24"
	13	Pressure Rating	150#
	14	Type of Bore	Full Bore
	15	Bore Diameter	Vendor To Advise
	16	Location of Installation of Valve/(s)	Above Ground
	17	Valve Manufacturing Standard	API / EI 609
	18	Flange Face to Face	API / El 609, Long Pattern
	19	Inspection & Testing	API / El 598
	20	Fire Safe Required (Standard)	API / EI 6FA / API / EI 607, Zero Leakage Before, During and After
	21	Rated Travel	90 Degrees.
	22	Flow Direction Differential Thermal Relief (DTR)	Bi-directional, Tight Shut-Off in Either Direction.
	24	Anti - Static Device	Required Required
	25	Valve Specifications	API / EI 609, ASME B16.5, API 598, API 6FA, ASME V, VIII & IX.
	26	Valves to be Installed in Piping System	Conforming To ASME B10.3, AFT 576, AFT 61 A, ASME V, VIII & IX.
	27	Design Life of Ball Valves	Minimum 30 Years
	28	Locking Device & Lifting Lug	Yes. Also Vendor To Advise.
		Specification No.	
C	Engineeri	ng Data	
	29	Design Pressure	18.0 barg
	30	Test Pressure For Valve Body	27.0 barg
	31	Body	Cast (in Single Piece)
	32	Disc	Cast
	33	Stem	Bar-forged (No-Casting), Anti-Blow Out Type
	34	End Connection	Double Flanged as per ANSI B 16.5 RF
	35	Flange & Finish	Raised Face, Smooth Finish, AARH 63-125.
	36	Visual Position Indicator & Support Plate	
	37	Valve Drain Connection	Yes .
	38	Valve Vent Connection	Yes
D	Materials		
	39	Body	ASTM A2.16 Gr. WCB
	40	Disc	ASTM A2.16 Gr. WCB / ASTM A105
	41	Seal Ring	UNS S 31801 Duplex SS+ Graphite
	42	Stem	ASTM A182F6a
	43	Bushing	UNS S31600

	44	Disc Retainer Flange	ASTM A616		
	45	Disc and Bottom Flange	UNS 31600 Graphite		
	46	Seat	Stellated Gr. 21 Weld Overlay		
	47	Pin / Nut / Washers	SS 316		
	48	Thrust Bearing	SS 316 / Hard Faced / Cobalt Based Alloy		
Е	Valve Tes	ting			
	49	Body Hydro-Test	1.5 times the flange rating (30 bar #150)		
	50	Seat Hydro-Test	22 tier #150, Test Duration - As per Standard		
	51	Pneumatic Seat test	NA (6 bar #150)		
	52	Leakage Class Required	Zero Leakage / Bubble Tight Shut Off		
	Cassial D				
F	Special R	equirements			
	53	Safety Integrity Level	SIL3 capable for actuated valve when it is Type A device		
	54	SIL Certification	IEC 61508		
	55	Third Party Certification	TUV / EXIDA / Any other approved party by DAFFPL.		
	33	mind Farty Certification	TOV / EXIDA / Ally other approved party by DAIT FE.		
G	Vendors S	Supplied Data			
		*FP****			
	56	Pilot Valve			
	57	Make & Model			
	58	Weight in Kgs			
	59	Valve Torque			
	60	Stem Primary Seal Details			
	61	Stem Secondary Seal Details			
	62	Bearing Details			
	63	Any Other Detail			
	64	Valve Lifting Lug Shall be Factory			
Н	Electric S	upply shall be of 230 Volts (\pm /- 10 %) Ac 5	50 HZ (+/-5 %)		
	N				
General	Notes:				
	Drocoss F	luid is let A1 Eucl conforming to 15 4574.	0000		
1		luid is Jet A1 Fuel conforming to IS 1571: 2			
	2 Approved makes for Proximity limit switches: Honeywell, Topworks / Any Approved vendor by DAFFPL.				



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.

ANNEXURE III - DECLARATION SHEET

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DECLARATION

We, M/s hereby, unconditionally accept all terms & conditions of TENDER NO.: DAFFPL/FF/2022-23/10 (JOB: TENDER FOR SUPPLY OF REMOTE OPERATED SHUT-OFF VALVES) 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.

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, v	ve hereby irrevocably un	dertake to pay you withou	ıt
demur, the Beneficiary, any sum or sum	s 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



- 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

accordance with the LENDER.	
Date:	
Signature:	
Designation:	
Name of the Branch	



ANNEXURE-V

PROFORMA OF COMPOSITE BANK GUARANTEE (SECURITY DEPOSIT & PERFORMANCE)

(On Non-Judicial paper of Rs. 100/-value)
То,
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
 Wehereby undertake and agree with you that if default shall be made by M/sir 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

Sign & Stamp of Bidder



	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
	saidbut 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 Rupeesour guarantee shall remain in force untilunless a suit or action to enforce a claim under Guarantee is filed against us within six months from
	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 toand 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 datedgranted to him by the Bank.
Yo	urs faithfully
	its Constituted Attorney
_	nature of a person duly thorized to sign on behalf of the bank

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.



- (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



Annexure VII

DECLARATION to be submitted along with Technical Bid

) hereby declare / clarify that BPCL/DIAL or any government or quasi gs.
Stamp & Signature of the bidder
CL/DIAL or any Government or quasi be clearly stated with details. If this oid, the tender will be rejected as non-

Sign & Stamp of Bidder



ANNEXURE VII

STATEMENT OF CREDENTIALS

NA	AME AND CORRESPONDENCE ADDRESS OF THE TENDERER
E	RMANENT ADDRESS OF THE TENDERER
	-
ГΕ	LEPHONE NO
M	OBILE NO
N.	AME OF CONTACT PERSON(s):
NA	AME OF THE AUTHORISED SIGNATORY:
	va-il ID.
c i	Mail ID:



(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 "Othe Mandatory Documents")	r
(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.	



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

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	2019-2020	
2	2020-2021	
3	2021-2022	

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
2019-2020		
2020-2021		
2021-2022		

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
2019-2020		
2020-2021		
2021-2022		

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.



(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	BG	Date of	Valid Upto
Bank and Branch	Guarantee No	Amount	issuance	
Address	and Date	Rs.		

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

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

	DELMI AVIATION FUEL FACILITY PRIVATE LIMITED
Fac	tory 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.



Dated:

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:

To,		
M/s DA	FFPL.	
Dear Si	·,	
With re	ference to your advice, we hereby agree to accept tl	ne payment of our bills through
"RTGS/	NEFT/Electronic Mode". The desired bank account d	etails 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 a	ccount is enclosed for verifying the
accurac	y of the bank account details.	
I hereby	y declare that the particulars given above are correct	t and complete.
		(Signature of Account Holder)
		Seal of the Vendor
Encl: Ca	ncelled Cheque	
		Sign & Stamp of Bidder