



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

Tender Number: DAFFPL/FF/2024-25/03

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

INVITING TENDER FOR:

PIPELINE FLOORING (PCC) WORKS AT DAFFPL

TENDER NO:

DAFFPL/FF/2024-25/03

BID DUE DATE & TIME: 1500 Hrs. IST on 26th July 2024

OPENING OF TECHNICAL BIDS: 1100 Hrs. IST on 27th July 2024



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NOTE: BIDDERS ARE REQUESTED TO SIGN AND STAMP ALL THE PAGES OF THE TENDER DOCUMENT AND SEND THE SAME BACK IN THEIR OFFER AS A TOKEN OF UNCONDITIONAL ACCEPTANCE OF TENDER TERMS. THE DEVIATIONS, IF ANY, SHOULD BE MENTIONED SEPARATELY ON BIDDER'S LETTER HEAD IN TECHNICAL BID. THE DEVIATIONS MENTIONED ANYWHERE ELSE SHALL NOT BE CONSIDERED. IN ABSENCE OF DEVIATION SHEET, IT WOULD BE CONCLUDED THAT BIDDER HAS ACCEPTED THE TENDER TERMS WITHOUT ANY DEVIATIONS. CORRECTIONS IN TENDER DOCUMENT WILL NOT BE ACCEPTED.



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CHAPTER 1 : NOTICE INVITING TENDER (NIT)

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).

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 (<http://daffpl.enivida.com>) of **Delhi Aviation Fuel Facility Private Limited (DAFFPL)**.

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

Mr. Ajay Singh Deputy Manager ajay.singh@daffpl.in , 9999946309	Mr. Manish Kumar Asst Manager Projects manish.kumar@daffpl.in , 9810640818	vishvajit@daffpl.in
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Delhi Aviation Fuel Facility (P) Ltd (DAFFPL) invites bids from eligible bidders for the work detailed below:

1	Tender No.	DAFFPL/FF/2024-25/03
2	Name of Work	PIPELINE FLOORING (PCC) WORKS
3	Tender Fee	Nil
4	Pre-Bid Meeting Date	11 th July 2024
5	Pre-Bid Meeting Time & Venue	1100 HRS (IST) at DAFFPL, Aviation Fuelling Station, Shahabad Mohammadpur, New Delhi-110061
6	Last date of Submission of Query	Up to 1500 HRS (IST) on 13 th July 2024
7	Last date for Query Response	By 17 th July 2024
8	Bid Due Date & Time	Up to 1500 HRS (IST) on 26 th July 2024
9	Technical Bid Opening Date & Time	On or After 1100 HRS (IST) on 27 th July 2024



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10	Delivery Period/Work Completion Period	4 Months from the date of award/LOI
11	Bid Validity	4 Months from date of submission of bids

10. Purchase order for supply part will be placed by DAFFPL and work order for installation part will be placed by fuel farm operator M/s IOSPL on behalf of DAFFPL. The billing by contractor shall be done on DAFFPL only on both the cases.
11. **Earnest Money Deposit (EMD) (also referred to as Bid Security):** Bidder shall be required to submit the Earnest Money Deposit (EMD), either in the form of Bank guarantee as per format (provided as Annexure) or bank transfer (IMPS/RTGS) in favor of Delhi Aviation Fuel Facility Private Limited. The EMD in either form has to be submitted on or before the due date & due time of bid submission of this tender with a covering note mentioning the tender no.

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

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

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



bank guarantee issued by any Indian Scheduled Bank (other than Co-operative Bank) will be accepted.

- e) Bid Security / EMD shall be issued in favour of M/s Delhi Aviation Fuel Facility (P) Limited, New Delhi.
- f) Unsuccessful bidders bid security without any interest will be discharged/ returned as promptly as possible, after the expiry of the period of bid validity prescribed by the Owner.
- g) 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.
- h) 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:
 - a. Accept the Purchase Order in accordance with agreed terms and conditions.
 - b. Furnish Contract performance bank guarantee as per bid document/ Purchase Order.
 - c. Detection of submission of false / forged documents and fraud.

12. PAYMENT TERMS:

The payment will be made after making necessary deductions as applicable & stipulated elsewhere in the tender document for materials, security deposit or any moneys due to the Owner etc. Advance Payment is not permissible in this contract.

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-2B of DAFFPL/Owner.

The following payment terms shall be applicable:

- For Supply Part
 - 100% after the completion of supply, installation, testing & commissioning of Material at site on prorata basis adjusting deductible if any. Kindly note that the payment for GST amount against the vendor invoice shall only be released after the reflection of same in GSTR -2B of DAFFPL.
- For Installation/Services Part
 - 100% after the completion of installation, testing & commissioning of Material at site on prorata basis adjusting deductible if any. Kindly note that the payment for GST amount against the vendor invoice shall only be released after the reflection of same in GSTR -2B of DAFFPL.



Note: Payment will be released at earliest, maximum by 30 days upon completion of all requirements (Scope of works/documents/etc.) after acceptance of Tax Invoice.

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

13. SECURITY DEPOSIT:

Security deposit (SD) amount shall be equivalent to 10% of the Total Contract Value (there shall not be any upper ceiling for security deposit amount). Total Contract Value shall mean the totality of such remuneration exclusive of Goods and Service Tax. While initially the SD amount shall be 10% of the Work Order value (exclusive of GST), once the work is executed, the total Security Deposit will be on the value of the work actually executed and not on the value of the work order.

The Security Deposit shall be made up of Initial Security Deposit and retention monies of a sum equal to 10% (ten percent) of the gross value of each bill up to and until the recovery of full Security deposit is achieved.

The successful bidder is required to deposit Initial Security Deposit in an amount equal to 2.5% (Two- and one-half percent) of the total contract value in one or more of the following modes:

- a) By Demand draft/Pay Order drawn on a Banking Branch of a Nationalised / Scheduled Bank payable at the location as specified. (Cheques shall not be accepted).
- b) If the Earnest Money Deposit has been made in by Demand Draft or Bankers Cheque or NEFT or net banking, the contractor may be permitted to adjust the same towards part of the Initial Security Deposit and pay the balance in the manner stipulated at (a) above.
- c) By Bank Guarantee(s) in the prescribed form, from a Scheduled Bank in India acceptable to DAFFPL, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000 (Rupees One Lakh only). This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defect Liability period.

Alternatively, the vendor also can deposit the full SD amount by DD or Bankers cheque or Bank Guarantee (if the amount of SD is higher than Rs. 1 lac) initially itself in which case no ISD will be required to be furnished and no deductions shall be made from running bills.

The amount 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



guarantee shall have a claim period of 06 months beyond the contractual guarantee period.

14. PRICE REDUCTION FOR DELAY IN DELIVERY:

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

- a) Accept delayed delivery/works completion at prices reduced by a sum equivalent to half percent (0.5%) of the total order value (i.e. sum of amount of purchase order for supply part & amount of work order for installation/services part) 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 (Sum of supply part value and installation/services part value).
- b) Delivery Period shall be counted from the date of notification of award or letter of intent
- c) Date of delivery of material/equipment's (or date of completion of works) at DAFFPL site shall be considered for calculation of price reduction.
- d) The price reduction clause shall become applicable for delivery of material/equipment or date of completion of works beyond the schedule delivery period.

15. BID-QUALIFICATION CRITERIA

- a) Firstly, the technical bid shall be opened. The Bids shall be initially scrutinized by DAFFPL as per tender requirements of BQC (Bid qualification criteria).
- b) Techno-Commercial bids of only those vendors who qualify the BQC will be processed further.
- c) The price bids of only techno-commercially qualified bidders will be opened, evaluated and shortlisted for Placement of Work Order.

Bidders need to meet following pre-qualification criteria to qualify for short-listing as a successful vendor for this tender;

➤ **Technical Criteria:**

The bidder shall have satisfactorily executed either of the following during the last 7 years ending 31/05/2024:

The Bidder should have completed at least **one similar work**, costing not less than **INR 17.65 Lakhs**.

OR



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The Bidder should have completed at least **two similar works**, each costing not less than **INR 11.03 Lakhs**.

OR

The Bidder should have completed at least **three similar works**, each costing not less than **INR 8.83 Lakhs**.

Notes:

- a) Similar works means any structural steel works/civil works/mechanical piping works at petroleum installations.
- b) The copy of work orders and completion certificates/proof w.r.t. above criteria to be submitted along with bids.
- c) For the purpose of qualification, the total value (inclusive of all taxes) of executed works (which may contain any other items also in addition to as defined in definition of similar works) against individual work order submitted shall be considered.
- d) For the same project finalized against one tender, if separate orders for supplies and services or variation orders or amendment orders are issued in continuation of the original purchase/work order, then the total value of works completed against the supply & installation components of the original work orders, subsequent variation/ amendment orders put together shall be accepted as one single work completed.
- e) Ongoing contracts (i.e. not successfully completed) shall not be considered irrespective of the value of works completed up to the period mentioned in the tender.
- f) EPC/ BOO/ BOOT Contracts containing the components indicated in similar works criteria shall also be considered for the purpose of qualification.
- g) Similar works carried out by the Bidder in India or abroad shall be considered. For the works carried out abroad and payments received by the Bidder in foreign currency, proof of remittance shall also be required. The same shall be converted to INR based on exchange rate as per SBI TT Selling rate as on the last day of the month previous to the one in which tender was invited for arriving at Work order/completed value amounts.
- h) Similar works as mentioned above should be carried out by the standalone Bidder. Credentials of works executed by Group companies shall not be considered.
- i) Experience of works executed as part of JVs / Consortiums/ MoU Parties shall not be accepted, even if a single involved partner/ party bids for the tender
- j) Documents submission against Similar Work criteria:



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- i. In case of Work Order from Indian Government Bodies/Indian PSUs: Copies of Contract Document/Purchase order/Work Order along with either completion certificates consisting of date of completion & executed value.
- ii. In case of Work Orders from Private Parties (Parties other than specified above), DAFFPL Reserves the right to seek a Certificate from CA certifying value of work executed with TDS certificates (where applicable)/ bank statement shall be required.

16. FINANCIAL CAPACITY

Bidder shall have minimum average annual turnover of **Rs. 6.62 Lakhs** as per audited financial results in the preceding three financial/calendar years (FY23-24,22-23,21-22). "Turnover shall mean Consolidated Turnover in case of a Bidder having wholly owned subsidiaries"

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

If the bidder's accounts/financial statement is not audited for FY 2023-2024 as on date of bid submission, then certificate w.r.t annual turnover duly certified by practicing chartered accountant shall be submitted.

The above criteria are to be met for acceptance of the bid.

17. OTHER INFORMATION OF BQC:

- a) 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.

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

18. EVALUATION OF BIDS

- a) Project work order shall be placed on the successful L1 bidder (Technically qualified bidder quoting overall lowest rate) based on Overall Bid amount for all Supply and Installation & Commissioning Services.
- b) Part offers will be rejected. Bidder has to quote for all items in a lot for us to consider them.
- c) If cost of two or more bids comes out same then preference will be given to bidder having more turnover in last three financial years for each category separately.
- d) DAFFPL reserves the right to place order in part or complete for all/any items for which the bidder has quoted for.
- e) Any efforts by a bidder to influence the owner, the bid evaluation process, bid comparison or contract award decisions may result in the rejection of their bid.
- f) 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.
- g) 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.
- h) The bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and bids of such bidder Bidder(s) may be rejected.
- i) 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



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and the response thereto shall be through the e-tendering portal/e-mails.

- j) 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.
- k) 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.



CHAPTER 2 : GENERAL INFORMATION & INSTRUCTION TO BIDDER

1. The Tender is floated in Two Bid system consisting of Part 1 - Technical Bids (Bid Qualification Criteria - BQC, Technical Bid) and Part 2 - Price Bid.
2. DAFFPL reserves their right to negotiate the quoted prices with lowest bidder.
3. The bidder should be able to supply/execute the entire size/type/quantity bid by them. Bidders cannot bid for part items or part quantity. The bidder cannot sublet the works.
4. The bids submitted should be valid as per details mentioned in NIT. Once accepted it will remain firm till completion of contracts/orders.
5. 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.
6. No bid shall be modified subsequent to the due date & time or extension, if any, for submission of bids. Bidder(s) to note that Price changes after submission of bid shall not be allowed. In case any bidder gives revised prices/price implication, his bid shall be rejected. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder. Withdrawal of a bid during this interval shall result in the forfeiture of Bidder's EMD.
7. 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 techno-commercial requirements as specified in the bid document, shall be rejected. Conditional bids will be liable for rejection.
8. 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.
9. The bids without requisite EMD and/or not in the prescribed Performa and within prescribed timelines will not be considered and bids of such bidder(s) shall be rejected.
10. Please refer query submission end date / time in tender calendar. DAFFPL reserves the right to respond to the query posted by bidder. However, DAFFPL reserves the right to respond to the queries after cutoff date / time mentioned in tender calendar.
11. 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.
12. The bidders may be invited for a presentation to DAFFPL during Techno-commercial evaluation before price bid opening.
13. The bidders to provide their bank details/ PAN / Goods & Service Tax Registration No. / VAT / GST 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.



14. 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.
15. 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.
16. EMD & Techno Commercial bid shall be opened on or after the date mentioned on tender opening date on e-tender portal. Price Bid of only those bidders whose offer is found meeting both BQC & techno-commercially acceptable, shall be opened on a later date as decided by DAFFPL.
17. DAFFPL reserves the right to accept any one or more bid in whole or in part or reject any or all bids without assigning any reason. DAFFPL reserves right to accept any one or more bids in part. Decision of DAFFPL in this regard shall be final and binding on the bidder.
18. A Pre-bid meeting shall be conducted & same is scheduled as per details mentioned in NIT at the office of DAFFPL, New Delhi. All prospective bidders can participate in the same. Any clarification regarding tender shall be sorted out during the pre-bid meeting.
 - a. The purpose of the pre-bid meeting is to clarify any doubts of the BIDDER on the interpretation of the provisions of tender.
 - b. Bidder(s) are requested to submit their queries, mentioning firm name, clause no. & clause as per tender document 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.
19. Delivery Period/Work Completion Period: Time is the essence of the contract. The scope of works has to be completed within the delivery period mentioned in NIT. DAFFPL Shall appreciate early delivery.
20. The contractual delivery period is inclusive of all the lead time for procurement of raw materials, manufacturing approvals, the manufacturing, inspection / testing, packing or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.
21. 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.
22. 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.



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23. 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.
24. 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.
25. The bidders should have valid class 3 Digital sign certificate with encryption.
26. Bidders are requested to register on our E-Tendering portal on <https://daffpl.enivida.com>
27. Bidders can contact on e-portal helpdesk numbers 011-49606060, 9355030617 during 9:30 hrs to 18:00 hrs on working days for any query/assistance for registration & tender documents submission.
28. Bidders are 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 (<https://daffpl.enivida.com>).
29. Owner is not responsible for any delays from bidder end.
30. Owner reserves the right to make any changes in terms and conditions of purchase/works before due date of bid submission and to reject any or all bids received incomplete.
31. Owner, at its discretion reserves the right to verify information/documents submitted by the bidders.
32. 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.
33. Bidders would be qualified based on data and documents submitted by them.
34. Owner's decision on any matter regarding short listing of vendors shall be final and no correspondence in this regard will be entertained.
35. The vendors who are on IOCL/BPCL/DIAL holiday list or delisted will not be considered.
36. 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.
37. 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.
38. At any time prior to the bid due date, DAFFPL 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 provide 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.

39. 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.
40. 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.
41. 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.
42. 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 & 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.
43. Vigil Mechanism: DAFFPL has developed the Vigil Mechanism to deal with references/ grievances, if any, that may be received from bidders who participated / intends to participate in the tender. The details of the same are available on our website www.daffpl.in
44. 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.
45. TEST & PERFORMANCE CERTIFICATES: Bidder shall furnish Material Test and Performance Certificates for the materials along with the challans and invoice.
46. Construction power, water, loading and boarding, Site Storage with watch and ward, receipt, unloading, shifting material to store and internal shifting to site shall be included in Vendor's scope.
47. The unit rates as quoted to arrive at a total price shall be firm and inclusive of all duties, levies, transportation etc. No separate payment shall be made for site mobilization / demobilization, insurance etc.
48. The Schedule of Rates should be read with all other sections of the tender documents.
49. The tenderer shall be deemed to have studied the drawings, specifications and the details



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of work to be done within the time schedule and to have acquainted with the conditions prevailing at site. **Site visit is strongly recommended.**

50. All supply and work shall be in line with tender specifications, drawings and instructions of the Engineer-in-Charge.
51. The rate quoted shall be inclusive of all work as mentioned in the scope of work or anywhere else in the tender documents.
52. In case of any rework due to faulty workmanship or any defects occur or modifications are required no extra claims for such works/supply shall be entertained.



CHAPTER 3 : SCOPE & PERFORMANCE OF WORK

1. SCOPE OF WORK:

- a) Scope includes manual excavation underneath pipelines while taking utmost care to not damage any pipeline or any other existing utility/building etc.
- b) Scope includes providing and laying of LDPE sheets beneath the pipeline as per direction of EIC.
- c) Scope includes providing, laying and leveling of Cement Concrete (Grade M – 20) underneath pipeline as per direction of EIC.
- d) Scope includes making trench/gap beneath pipeline and subsequently laying of LDPE Sheets & Cement Concrete(M-20) maintaining a final gap of at-least 300mm between finished level & bottom of pipeline or as decided by EIC.
- e) The vendor shall have to submit test report/s of cement concrete from approved testing labs as per the direction of EIC. No extra payment shall be made on these regards.
- f) The cost of shifting/loading/unloading of any material/equipment or any other item as required for completion of works, shall be borne by the contractor. No extra payment shall be made on these regards.
- g) Payment shall be made as per BOQ on measurement basis only. No extra material (if any) shall be taken by DAFFPL.
- h) 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.
- i) The Contractor shall take due care while disposing of such waste materials and ensure that any rules/ regulations laid down by Municipal Corporation or any other statutory body are not violated.

2. 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/EIC.



- 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.

3. 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 approved by DAFFPL/EIC and be of 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.

4. INSPECTION OF WORK:

- a. The Engineer-in-Charge/owner will have full power and authority to inspect the works/materials at any time wherever in progress either on the Site or at the contractor's premises / workshop, firm or corporation. Where materials are being supplied/procured, the contractor shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out Inspection of such materials, in case required. 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 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/Owner in writing.



5. ASSISTANCE TO THE ENGINEERS:

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

6. TESTS FOR QUALITY OF WORKS:

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 by the Engineer-in-Charge/Owner.

7. 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 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.

8. 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



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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.

9. 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 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.



CHAPTER 4 : 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. PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK:

- a) Materials/works 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, whichever is later.
- b) Warranty for replacement of material / accessories should be provided free of charges at our premises.
- c) 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.
- d) 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.
- e) Alternatively, DAFFPL reserves the right to have the material repaired / replaced at the locations concerned, at the vendors risk, cost and responsibility, in case, vendor does not replace / repair the material.
- f) The Vendor shall provide similar warrantee on the parts, components, fittings, accessories



etc. so repaired and / or replaced.

- g) 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.
- h) During the entire warranty period as above, the bidder shall attend to break downs within a period of 72 hours. The scope of the vendor shall 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.
- i) 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 vendors entire risk, cost and consequences.
- j) 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 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
 - I. 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
 - II. 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.

- k) 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 the final bill / SD (Or PGB) 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.
- l) 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.

4. Construction /Execution Program:

A detailed bar chart / Gantt Chart showing various activities shall be prepared and submitted by the successful bidder before undertaking the execution of works without which the bidder may not be allowed to undertake the execution of works.

The work shall be executed strictly as per the agreed time schedule. The period of completion shall include, the time required for mobilization, execution and testing as well as rectification, if any & completion in all respects to the entire satisfaction of the owner.

Monthly / weekly construction program shall be made by the contractor. The contractor shall adhere to these targets / program by deploying adequate personal and construction tools and tackles. He shall also supply all materials in his scope of supply in time to achieve the targets set out in the weekly and the monthly program.



The contractor shall submit a report daily / weekly (As decided by EIC/Owner) progress of the work done on previous day along with status of/on labour and equipment deployed for each category of work without which the EIC/Owner reserves the right to stop the execution of works.

In case of any delay in handover of any facility/site to the contractor by the Fuel Farm Operator/DAFFPL, or any other hinderance beyond the contractor's scope/control (as approved by EIC) the delay period shall be added to the delivery period/work completion period of this contract.

Hinderance register/record has to be maintained by the contractor duly approved/counter signed by EIC on the day/time of hinderance. The liquidated damages shall be calculated on the basis of scheduled completion & actual data from hinderance register. The decision of EIC shall be binding on the contractor & non-negotiable.

5. Construction Water and Power:

- a) The contractor has to make necessary arrangement for metering and further distribution for water & power both required for job at no extra cost. All arrangement/material shall be as per electrical rules/standards/Approved makes.
- b) Electricity can be provided by DAFFPL at current/applicable rates. The contractor has to accordingly inquire the rates & take connection of power supply.
- c) The DAFFPL shall not take any guarantee for the supply of water & electricity and will not relieve the contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

6. Safety Rules and Regulations:

- a) All Safety rules and regulations of the Owner/Fuel Farm operator have to be followed by the contractor without fail. If any damage occurs due to negligence of safety, contractor will be held responsible for the same.
- b) The contractor is required to take necessary care to protect to the existing nearby structure while carrying out his scope of work. Any damage caused to other property shall be rectified at his own cost.

7. Tests and Inspection:

The contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work. No separate payment shall be made.



The contractor shall carry out at his cost, all the tests either on the field or through external Institutions / laboratories, concerning the execution of the work and supply of materials by the contractor.

Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at this own cost. Results of all inspection & tests shall be recorded in the inspection reports, test reports, etc., which will be approved by the Engineer-in-charge. These reports shall form part of the completion documents.

Inspection & Acceptance of works shall not relieve the contractor from any of his responsibilities under this contract.

8. Site Cleaning:

The contractor shall take care to clean the working site from time to time for easy access to work site and for safety. Working site should be always kept cleared to the entire satisfaction of DAFFPL.

Before handing over any work to the owner, the contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of DAFFPL.

Contractor shall arrange to dispose of debris and any other waste product created while carrying out the work, outside DAFFPL Fuel Farm premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules/ regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rate shall involve the cost of same and no extra payment shall be made towards this account.

In case of failure to do so by the Contractor, the Corporation shall have the right to get the site cleared at the risk and cost of the Contractor.

9. Site Restriction:

The job must be done in an area which is inside the premises of DAFFPL Fuel Facility. Successful bidder will have to follow all the security norms and procedures for entry and exit to the facility. The job timings will have to change as per the permissions obtained from Operation Dept. All the entry procedures for labours / machinery / raw materials as per the rules of the DAFFPL/fuel farm will have to be followed by the vendor. Contractor



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

Also, work may get delayed due to operational requirement. Any extra claims on account of the same will not be entertained. Fire Screen as required to be installed to completely seal the area under work.

The tenderer must visit the site of the tender and familiarize himself with location, operating / working conditions as well as any other local factors which could influence the working before quoting for the job. His quote should take care of any such restrictions; conditions etc. and any claim afterwards will not be entertained. **It is suggested that the bidders must visit the site in order to have a better idea of site conditions and factors.** It is strongly urged that the contractor visits DAFFPL fuel farm and examines the condition of site.

10. The Delivery Period/Work Completion Period as mentioned in NIT of 04 months is inclusive of all the lead time for procurement of raw materials, inspection / testing, packing or any other activity whatsoever required to be accomplished to complete the work in all respect.

The work is required to be done in a working/operating location, the party has to get necessary Hot/cold work permits from the concerned officer in plant/fuel farm as per OISD standards and all workmen should be provided with necessary PPE (safety helmet, safety belts, safety shoes, electrical gloves etc.) and other standard safety equipment as may be required. Contractor to strictly follow safety norms of fuel farm. Any delay on account of non-adherence to safety norms, rules and regulations of plant as well as obtaining work permits from the plant shall not be accounted for the delay in completion of job.



11. Receipt & storage of material at Site: Contractor is required to make his own arrangement for unloading and storage of materials at site. Contractor is required to inform us prior to dispatch of materials and his representative required to be available for receipt and unloading of materials at site.
12. For carrying out the jobs inside the fuel farm the vendor must arrange for associated tools, tackles, manpower, machinery of his own and no extra payment will be made to vendor on account of the same.
13. All electrical works shall be carried out by qualified workers under supervision of class-A/valid electrical license holder.
14. For arranging the electricity vendor to note that only Acoustic Proof, box type DG sets will be allowed inside the depot premises. Vendor to also note that proper earthing system as per IS 3043 (LATEST) has to be provided by the vendor for DG set and no extra payment will be done for the same. There should be two nos. earthing system connected in a grid at a location as instructed by DAFFPL site in-charge.
15. Coordination with other Agencies:
Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper coordination with other agencies will be the responsibility of the contractor. In case of any dispute, the decision of Engineer-in-charge shall be final and binding on the contractor.
16. The contractor shall cooperate with other contractors for smooth execution of project related works. Along with the works covered under this contract other works shall be carried simultaneously by other Contractors. The Contractor shall extend full co-operation to the other Contractors and the works shall be carried out in such a way as not to affect the progress of the project. Any damage caused to other works shall be rectified by the contractor at their entire risk and cost.
17. BID PRICES:
 - a) Prices shall be furnished strictly in the Price Bid format of the tender document.
 - b) Bidder should quote their lowest and best offered price. Prices so quoted will remain firm till satisfactory completion of order. The price 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.



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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.
18. 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. No separate payment shall be made on these regards.
19. Bidder shall quote considering the cost of all approvals, insurances and other applicable charges; nothing shall be paid/reimbursed additionally on any account.
20. 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."
21. TAXES & DUTIES:
- a) Bidder(s) quoted prices shall be exclusive of all taxes, duties, cess, levies etc.,
- b) The invoice should clearly mention that applicable Excise Duty, Education Cess or any other taxes charged & paid / payable on quoted item to enable the owner to claim MODVAT / GST / Input credit.
- c) The statutory variation in Excise duty, Education Cess and Sales tax / VAT / GST/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 turn-over would be to seller account.
- d) It is for the Bidder to assess and ascertain the rate of excise duty, education Cess and sales tax/VAT / GST applicable on quoted items. It is clearly understood that Owner will not have any additional liability towards charges of Excise Duty, Education Cess, GST and Sales Tax/VAT / GST which is based on Bidders wrong assessment / interpretation of applicability of such Excise Duty and/or education cess and / or Sales Tax/VAT / GST.



- 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.

22. Income Tax / Corporate Tax:

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

23. INSURANCE

- a) Bidder 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. DAFFPL reserves the right to seek these documents at any time.
- b) The vendor shall arrange transit Insurance for door delivery of equipment's to DAFFPL Fuel Farm, New Delhi for delivery.
- c) The complete unit is to be fully insured by the bidder against loss, damage, and third-party risks till the material/equipment/works under construction is delivered/handed over to DAFFPL. DAFFPL reserves the right to seek these documents at any time.
- d) All goods supplied under the contract shall be fully insured by the vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and erection. The vendor is advised to take comprehensive insurance for the value of



CAPEX amount to the above effect without any cost implication to DAFFPL. DAFFPL won't be responsible for any theft, damage or loss of equipment/s during the pendency of the project.

- e) The CONTRACTOR shall be at all times indemnify and keep indemnified the OWNER and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of or to property or person of any sub-contractor and/or the servants or agents of the CONTRACTOR or any other contractor(s) and any sub-contractor and/or of the Owner), and the CONTRACTOR shall at his own cost and initiative at all times up to the successful conclusion of the "PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK" hereof take out and maintain insurance policies in respect of all insurable liabilities under this clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, 1988; Workmen's Compensation Act, 1923; Fatal Accidents Act, 1855; Personal Injuries (Compensation) Insurance Act, 1963, Emergency Risk Insurance Act, and/or other Industrial Legislation from time to time in force in India

24. 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.
- 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 anyway 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.



25. TEST & PERFORMANCE CERTIFICATES: Bidder shall furnish Material test and Performance Certificates for the materials along with the challans and invoice.
26. The term "FORCE MAJEURE" as employed in this contract shall mean wars (declared or undeclared) or revolutions, civil wars, tidal waves, fires, major floods, earthquakes, epidemics, quarantine restrictions and freight embargoes and transporters strikes affecting the country as a whole.
27. 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.
28. Repeat Order: DAFFPL reserves the right to place repeat order up to the order quantity within One Year from the date of original order on mutual agreement basis.
29. 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 & ensure compliance.
30. 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.
31. 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.

32. **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, 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.
33. **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.
34. **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.



35. 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 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.
36. NEW & UNUSED MATERIAL: All the material supplied/used by the vendor shall be branded new, unused and of recent manufacture.
37. CANCELLATION:
- a) DAFFPL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if –
 - i) The vendor fails to comply with the terms of this purchase order/contract.
 - ii) The vendor becomes bankrupt or goes into liquidation.
 - iii) The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.
 - iv) The vendor makes a general assignment for the benefit of creditors.
 - v) A receiver is appointed for any of the property owned by the vendor.
 - vi) Any other conditions where owners commercial interest get affected.
 - b) Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. DAFFPL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by DAFFPL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the DAFFPL. In this-event of DAFFPL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to DAFFPL, fair compensation to be agreed upon between DAFFPL and the vendor. The provision of this clause shall not prejudice the right of DAFFPL from invoking the provisions of price reduction clause mentioned aforesaid.



38. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION: The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive laws and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. DAFFPL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.
39. 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.
40. GOVERNING LAW: These General Purchase Conditions shall be governed by the Laws of India.
41. 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.
42. 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) **ENGINEER-IN-CHARGE**, Either Representative of owner/DAFFPL or PMC appointed by DAFFPL
 - c) **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.
 - d) **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.
 - e) **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.
 - f) **SITE / LOCATION**: means any Site where DAFFPL desires to receive materials anywhere in India as mentioned in tender.
 - g) **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.

- h) 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.
- i) 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.

43. REFERENCE FOR DOCUMENTATION:

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.

44. ARBITRATION

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

- c) 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.
- d) 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.
- e) 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.
- f) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.
- g) 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.
- h) 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.



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE I – DEVIATION SHEET

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

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE II – DECLARATION SHEET

Date:

DECLARATION

We, M/s _____, Hereby unconditionally, accept all terms & conditions of TENDER NO.: DAFFPL/FF/2024-25/03 including Scope of job, quantities, completion period, terms & condition without any deviations.

Sign & Stamp of Bidder

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE-III

PROFORMA OF BANK GUARANTEE (EARNEST MONEY DEPOSIT)

(On Non-Judicial Stamp paper for appropriate value)

BANK GUARANTEE NO. :

BANK GUARANTEE AMOUNT:

CLAIM:

(Till 120 days from date of submission of Proposal)

TENDER NO. /DATE:

JOB DESCRIPTION/

LOCATION:

Tender Security No. [*]

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

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

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

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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

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

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

Date:

Signature:

Designation:

Name of the Branch

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE-IV

PROFORMA OF COMPOSITE BANK GUARANTEE (SECURITY DEPOSIT & PERFORMANCE)

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

To,

DAFFPL

Dear Sirs,

M/shave taken tender for the workfor DAFFPL,.

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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

Yours faithfully

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE- V

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.

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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

- (i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
- (ii) Destroy all copies of Confidential Information in its possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.

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

Name of Interested Party's

Signature of Authorized Representative

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE VI

DECLARATION to be submitted along with Technical Bid

(M/s. _____) hereby declare / undertake that;

1. We have not been banned or delisted by IOCL/BPCL/DIAL or any government or quasi Government agencies or Public Sector Undertakings.
2. I/We have not tampered or modified the subject tender document in any manner and before uploading, same has been cross-checked with documents hosted on your e-portal. In case, if same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected, and EMD/SD may be forfeited, and I am/We are liable to be banned from doing business with and/or prosecuted.
3. I/We, hereby confirm that if any discrepancy observed in the submitted tender even at a future date, I/We will abide by all the terms and conditions as per all the documents hosted including Addendums/Changes/Corrigendum, on your e-portal related with subject tender. I/We further assure that we agree to all the decisions confirmed in Pre- Bid Conference of the subject tender.

Stamp & Signature of the bidder

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE VII

DECLARATION to be submitted along with Technical Bid

(M/s. _____) hereby declare that they shall be at all times indemnify and keep indemnified the OWNER and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of or to property or person of any sub-contractor and/or the servants or agents of the CONTRACTOR or any other contractor(s) and any sub-contractor and/or of the Owner), and the CONTRACTOR shall at his own cost and initiative at all times up to successful conclusion of the "PERIOD OF LIABILITY FROM THE DATE OF COMPLETION OF WORK"

(M/s. _____) also undertake that they 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.

Stamp & Signature of the bidder

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

Annexure VIII

UNDERTAKING BY THE TENDERER(S)

NAME OF WORK:

TENDER NO. :

We confirm that we have quoted the rates in the tender considering Inter-alia the:

1. **Tender Document(s)**
2. **Additional Document(s) (if any)**
3. **BOQ Document (Price Bid Format)**
 4. **Corrigendum (if any)**
 5. **Prebid Meeting Minutes (if any)**

We

(Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable, and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

Signature (With Stamp) of the Bidder:

Date:

Name of Signatory:

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

Annexure IX

PROFORMA FOR DECLARATION ON NCLT/NCLAT/DRT/DRAT/COURT RECEIVERSHIP/LIQUIDATION

Tender No.:

Bidder Name:

I / We hereby declare that I / We / M/s. _____ declare that:

- (i) I / We am / are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR

- (ii) I / We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below (Attached detail with technical bid)

Note: Strike out whichever is Not Applicable

It is understood that if this declaration is found to be false, DAFFPL shall have the right to reject my / our bid and forfeit the EMD. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including blacklisting or holidaylisting) available to DAFFPL.

Signature (With Stamp) of the Bidder:

Date:

Name of Signatory:

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

ANNEXURE X

STATEMENT OF CREDENTIALS

(A)

1. NAME AND CORRESPONDENCE ADDRESS OF THE TENDERER

PERMANENT ADDRESS OF THE TENDERER

2. TELEPHONE NO. _____

MOBILE NO. _____

3. NAME OF CONTACT PERSON(s): _____

4. NAME OF THE AUTHORISED SIGNATORY: _____

5. E Mail ID: _____

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

(B) TYPE OF BUSINESS ENTITY:

1. YEAR OF ESTABLISHMENT OF THE FIRM: _____

2. SOLE PROPRIETORSHIP: - _____

(Give Name of the Proprietor)

OR

3. PARTNERSHIP FIRM?

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

1. _____

2. _____

3. _____

4. _____

OR

4. PRIVATE OR PUBLIC LIMITED COMPANY?

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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

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

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

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

SL No.	Financial Year	Value (Rs. In Lakhs)
1	2021-2022	
2	2022-2023	
3	2023-2024	

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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

(E) INCOME TAX DETAILS:

i. Income Tax Returns Filed:

ASSESSMENT YEAR	DATE	ACKNOWLEDGEMENT NO
2021-2022		
2022-2023		
2023-2024		

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
2021-2022		
2022-2023		
2023-2024		

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

(F) GST Registration Details:

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

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

i. If paid Online:

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

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

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

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

Factory License and Address Details:

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

- (K) Pan Card Details

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

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

Sign & Stamp of Bidder



DELHI AVIATION FUEL FACILITY PRIVATE LIMITED

PAYMENT TO VENDORS THROUGH ELECTRONIC MODE

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

Dated:

To,
M/s DAFFPL.

Dear Sir,

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

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

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

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

(Signature of Account Holder)

Seal of the Vendor

Encl: Cancelled Cheque

Sign & Stamp of Bidder