

NIT

Name of Work	Supply Installation Testing and Commissioning of Procurement of Hand Held Metal Detector(HHMD) including 3 year DLP at Kannur International Airport Limited.	
Tender Number	KIAL / ITD / 34/PROCUREMENT OF HHMD/ 2026	
Completion Period	60 Days	
Earnest Money Deposit / Bid Security	Rs. 15,000 /- (Rupees Fifteen Thousand Only).	
Cost of Tender Document	Rs. 1450 /- inclusive of GST	
CRITICAL DATES		
Clarification	Start Date : 21/08/26 1600hrs	End date : 07/09/26 up to 1700 hrs
Bid Submission	Start Date: 21/08/26 1600hrs	End date : 11/09/26 up to 1700 hrs
Pre-Qualification & Technical Bid Opening Date& Time	14/09/26 up to 1500 hrs	
Financial Bid Opening Date	Will be notified after the Technical Bid opening process	
Interested OEM (Original Equipment Manufacturers) OR Indian Subsidiary of foreign OEM OR Joint venture/ Indian Associate of OEM or Authorized agency/Dealer of OEM who have executed similar nature of works at any of the International/Domestic Airports during the past 7 years, and meeting the Eligibility criteria may submit their application along with necessary supporting documents at Kannur Airport on or before 11/09/2026 up to 1700 hrs.		

Eligibility Criteria:

Tenderer who have the following experience/Eligibility criteria are eligible to participate in the tender:

SL No.	ELIGIBILITY CRITERIA	DOCUMENTARY PROOF TO BE SUBMITTED
1.	The Bidder shall be : i. OEM (Original Equipment Manufacturers) OR Indian Subsidiary of foreign OEM or OR joint venture of OEM Or Indian Associate of OEM or Authorized agency of OEM who have executed similar nature of work in their name and meets the criteria	a. Registration Certificate of the firm including address of their factory b. Declaration of country of origin as per Annexure-9 format. c. Details of Indian Associate if any, in (Annexure-7) format d. Scanned copy of Articles of Memorandum of Association or Partnership Deed or proprietorship deed duly signed and sealed, as the Case may be.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

	ii. The entities shall have experience in executing similar works at any of the International/Domestic Airports in India during the past 7 years and meeting the eligibility criteria and shall have own service center in India to ensure smooth implementation, project management and onsite maintenance service. iii. Similar jobs Means Supply, Installation, Testing and Commissioning of Hand Held Metal Detector at any of the International/Domestic Airports in India.	e. Undertaking for sales and service in India in letter head along with address of maintenance base. f. Undertaking from the OEM stating that “the Indian subsidiary of foreign OEM /Joint venture company of foreign OEM M/s.....(Name of the bidder) has been functioning since years(to be filled in) for sales and after sale support of HHMD M/s(Name of OEM) in India and is still in operation” g. Undertaking for authenticity for supplies as per Annexure-5 h. Consent letter as per Annexure-10 i. Work order/acceptance letter from the client for SITC of HHMD. j. Satisfactory Completion certificate from the client for SITC of HHMD. k. Client list as per Annexure – 13 format) l. Undertaking by the Bidder / OEM as per Annexure – 15 format.
2.	The Bidder should not have been blacklisted either by KIAL or any of the reputed organization in India.	Self declaration by the Bidder in the letter head duly signed and sealed (Annexure-8 format).
3	Any bidder from a Country which shares land border with India shall have the registration certificate issued by DPIIT for participating in the Bid	Proof of Registration certificate Or Self-declaration in case the agency does not require the registration certificate issued by DPIIT

Note:

- It may be clearly noted that in case tenders submitted by the tenderers is not accompanied by any of the documents stated above at [1] to [3] as may be relevant/applicable, such tenders shall not be considered.
- Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by Kannur Airport. Conditional tenders would be summarily rejected.
- Tenderers should clearly indicate the name & address of their Firm/Company/Individual, as the case may be.

Tender documents can be downloaded from KIAL website and submitted at Kannur Airport as per the guidelines, Terms and conditions etc., stated in the Tender document.

Kannur International Airport Limited reserves the right to accept or reject any or all tenders without assigning any reason thereof.

MANAGING DIRECTOR

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

SECTION III-GENERAL CONDITIONS OF CONTRACT (GCC)

1) Cost of Tendering:

The Tenderer shall bear all costs associated with the preparation and submitting the tender and the Purchaser shall in no case be responsible or liable for such costs.

2) Authority of Person Signing the Contract on behalf of the Contractor.

A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor.

3) Amendment of Tender Documents:

- a. At any time prior to the deadline for submission of Tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by issuing amendments. All clarifications, amendments issued shall be binding on all prospective Tenderers. Such clarifications and amendments shall be part of the contract. Prospective Tenderers will be required to acknowledge receipt of all clarifications/corrigendum.
- b. In order to afford prospective Tenderers reasonable time to take the amendment into account in preparing their tenders, the Purchaser at its discretion may extend the deadline for the submission of Tenders.

4) Language and Currency :

i. Currency :

- a. The quote shall be in Indian Rupees (INR) only for all the items in the Price Bid ie., in the Bill of Quantity (BOQ).

ii. Language :

- a. The rates shall be quoted in English language and international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered.
- b. The tender prepared by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the Purchaser, shall be written in the English language. In the event of the work being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract shall be in English.
- c. If any supporting document is submitted in any Language other than English, a self-attested English version shall be submitted with the respective document duly apostille notarized.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

5) Tendering Process:

- i) All bids must be submitted in sealed envelopes clearly marked with the tender reference number and name of work. The envelope shall contain all required documents, duly signed and stamped, along with the financial and technical proposals as specified in the tender notice. Bidders are advised to ensure compliance with all eligibility criteria, submission deadlines, and prescribed formats. Any incomplete, late, or unsigned submission is liable to be rejected without further consideration.
- ii) This tender consists of 2 Covers as follows :

Cover-1: Fee, Pre & Technical Bid: In this Cover the tenderer shall submit the following

- a. Compliance statement (Annexure-1) duly filled confirming the submission of the Tender Fee and Earnest Money Deposit (EMD)
- b. Unconditional acceptance letter as per annexure-3 format by the tenderer.
- c. Pre and Technical Bid-Qualification documents Compliance statement (Annexure-2) duly filled in, along with the scanned copies of the documents.

Cover-2: Financial Bid: The financial cover shall be submitted in a separate sealed envelope, clearly superscribed with the tender reference number and marked "Financial Bid." This envelope must contain the duly filled and signed financial proposal in the prescribed format (BOQ). Bidders are advised that any deviation from the prescribed format, or inclusion of financial details in the technical cover, will render the bid liable for rejection.

- iii) **Fixed Price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable / variable price quotation will be treated as non-responsive and rejected.
- iv) Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the eligibility criteria, scope and specifications of the works to be done, local conditions, local material rates and other factors bearing on the execution of the works.
- v) **Downloading of tender document:** Tender document will be available for free download on <https://kannurairport.aero/business/tenders>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- vi) **Publishing of Corrigendum:** All corrigenda shall be published on <https://kannurairport.aero/business/tenders> and shall not be available elsewhere.
- vii) **Bid submission:** Bidders are hereby informed that submission of bids shall be strictly in hard copy format. All proposals must be submitted in sealed envelopes and dropped in the designated tender box placed at the Managing Director's Office on or before the specified deadline. No electronic submissions via email or any other digital medium will be accepted. Any bid submitted through such means shall be considered invalid and will not be evaluated.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

- viii) A responsive tenderer is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents.

6) TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

The bidder shall pay, a non-refundable tender fee of Rs. 1450/- (inclusive of GST) and Earnest Money Deposit of Rs. 15,000/-. The EMD is required to protect against risk of Bidder's conduct, which would warrant the forfeiture of security(EMD).

The Bid document fees and EMD can be paid in the form of Demand Draft drawn in favor of Kannur International Airport Ltd, payable at Kannur (Kerala)

7) Amendment in CRITICAL DATES :

- i. KIAL may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification on the KIAL Website.
- ii. The Time followed in this tender is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

8) Clarification on Tenders:

1. All enquiries/clarifications in connection with this tender should be sent as email to tenders@kannurairport.aero within the stipulated time. The Clarifications / queries shall be replied through mail only or by publishing Corrigendum in the website. Any clarification request received after the last date for clarification, will not be replied/accepted.
2. To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification. All responses to requests for clarification shall be through the Mail only.

9) Late Tenders:

Any Bid submitted by the bidder after the deadline for submission of Bids will not be accepted.

10) Modification and Withdrawal of Tenders:

1. No bid shall be modified subsequent to the deadline for submission of bid.
2. No bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified.
3. If the bidder modifies the tender condition within the bid validity period then the bid submitted by the bidder is liable to be rejected and the EMD shall be forfeited.

II) EVALUATION of BID:

- i. Bid opening and finalization will be according to the terms and conditions of the tender.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

- ii. Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or Contract award decisions shall result in the rejection of their bid.
- iii. The Technical evaluation shall be done first following the criteria specified in the tender document and financial bid evaluation shall be done in respect of those who are qualified in technical bid evaluation.
- iv. **Technical Evaluation**
 - a. At the due date of opening of the technical bid, Cover-1 containing Fee & EMD Submission Compliance and Unconditional acceptance letter as per Annexure-3 format will be opened first.
 - b. The supplier / contractor's technical bid(Pre-Bid & Technical Bid Qualification documents submitted in Cover-1) will be opened and considered for technical evaluation, only if, the agency meets all the following conditions.
 - 1. Only those bid who has submitted Fee & EMD Unconditional acceptance letter in the Fee cover (Cover-1).
 - 2. Only those bid who has submitted unconditional acceptance letter exactly as per the format given in annexure-3.
 - c. Those bidders who have submitted the fee, EMD & unconditional acceptance letter exactly as per the requirement will be admitted to technical bid evaluation stage. Bidders not meeting the above(Sl no. b above will not be considered for technical evaluation).
 - d. The KIAL shall carry out the technical evaluation solely based on the document submitted by the bidder.
 - e. The first part of technical evaluation is verifying the eligibility of the tenderer as per the eligibility criteria stated in page 1 to 2 of NIT., KIAL shall verify the correctness of certificates and document submitted to meet the eligibility criteria and specifically experience.
 - f. In case during evaluation it is found that the Minimum Qualification Criteria is not met, the Bid submitted will be summarily rejected.
 - g. The technical bid qualification document including but not limited to the technical and functional requirement of tender will be evaluated only if The tenderer meets all the eligibility criteria stated in page 1 to 2 of NIT.
 - h. To assist in the examination, evaluation and comparison of Tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification. All responses to requests

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

for clarification shall be through E mail and also with in the specified time limit only.

- i. The KIAL determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as non-responsive will be rejected by KIAL.
- j. The technical bid which meets all the terms and conditions of the tender will be accepted and the bid not meeting the tender terms and conditions will be rejected, due date of Financial bid opening will be intimate to technically qualified bidders through Mail.

v. **Financial bid Evaluation.**

- a. The financial bids (Cover-2) of those bidders whose technical bid has been satisfactorily evaluated and found responsive, will only be opened subsequently after due notice through mail.
- b. At the due date of opening of the financial bid the following preliminary evaluation is carried before admitting to Financial Evaluation.
 1. Only Name of the bidder and Quote shall be entered in the prescribed BOQ format. If any text/Remarks other than the name and Quote of the bidder is entered in this BOQ, the same will not be considered and will not have any meaning/value and the bid is liable to be rejected.
 2. Quoted Currency: The Bidder shall quote only in INR
 3. Lowest "LI" bid will be decided based on the comparison of financial bids of all valid bidders.

12) Right to Vary Quantities:

- i) KIAL reserves the right to change the quantity or part thereof to be supplied by +/- 50 % of the tendered quantity as stated in the BOQ SL No. 1.
- ii) **REPEAT ORDER** : KIAL reserves the right to place the repeat order, with same terms and conditions as per the first order.

13) Notification of Award and Agreement formalities:

- a. KIAL reserves the right to accept and place orders as a whole OR in part (item wise) depending upon the requirement and the tenderer shall be bound to Supply, Install, Test and commission the items at his quoted rates either in part or as a whole as required by KIAL.
- b. The Purchaser will notify the successful Tenderer in writing through e-Mail to be confirmed in writing by letter that his tender has been accepted.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

- c. The notification of award will constitute the formation of a contract until the contract has been affected pursuant to the following condition:
- d. “Within fifteen 15 days of award of contract, the successful tenderer shall sign the Contract incorporating agreements between the parties. The cost of Stamp Paper will be borne by tenderer. The duly submitted tender document of the successful tenderer i/c amendments if any, correspondence etc. will be signed by the Tenderer and Managing Director –KIAL in all pages of the same”.

14) SECURITY DEPOSIT (SD) (in Proforma: Annexure-6A)

- i) Successful bidder on award of work shall submit Security Deposit amounting to 10% of the total contract value through Demand Draft payable at Kannur Airport or as Bank Guarantee within 30 days from the issuance of Purchase Order. EMD submitted along with bid will be refunded upon submission of Security deposit only. The Bank Guarantees/SD shall remain valid for contract period + defect liability period (36 months) + 3 months.
 - ii) Security deposit will be released upon completion of DLP period. KIAL will not pay any interest or any other expenses, whatsoever, incurred by contractor towards submission security deposit.
- ** Only on submission & acceptance of Bank guarantee or cash security deposit towards security deposit for the work, the EMD received along with tender would be released, or success bidder can adjust EMD towards cash security deposit(Balance amount need to be paid to meet the security deposit requirement while adjusting the EMD).**

15) TAXES, DUTIES and GST:

1. The final quoted price should include all the applicable taxes whatsoever applicable in India or the statutory levies applicable to this contract. The quote must be exclusive of GST as GST will be paid extra. ie. GST will be paid to the contractor against submission of proper GST invoice to KIAL at the appropriate time. KIAL will not entertain any claim whatsoever beyond the final quoted price other than GST which is payable extra to the contractor.
2. Under the GST Law the contractor should also comply regarding filing of all the returns to the GST network/ government departments within the stipulated time every month or such' other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if KIAL incurs any liability on this account or does not get the input credit from the GST Network/ Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing/ uploading of data submissions of documents,

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C	Nil
O	Nil
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etc. in time then all such liability including the input credit of the GST lost by KIAL and the penalties and interest incurred by KIAL would be the liability of the contractor to be recovered from the running account bills or security deposits or any other amount payable by KIAL to the contractor.

3. Further the contractor to provide all GST registration related data/ information to KIAL at the time of tender submission for updating the KIAL application software's.
4. The contractor shall be entirely responsible for all the taxes, duties and levies including GST in and outside India and also any income Tax as applicable or may be imposed by the income Tax Authorities of India on the income of the supplier and its employees accruing from their services rendered within India against this contract. And in this regard the contractor shall submit a tax order from Indian tax authorities in respect of deduction of TDS.
5. The contractor shall be liable and pay all non-Indian taxes, duties and levies, lawfully assessed against the purchaser or the contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duty, Levy and taxes lawfully assessed against the contractor for his personal income and property only. The purchaser shall have the right to deduct such taxes, duties at source, if liable to do so under any Indian law.

16) Quality & Standards:

1. All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the minimum ISO 9001 or higher accepted international standards for this type of work.
2. The bidder shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the system, software, or training complies.
3. The requirements given in this document are firm and no deviation of any kind is acceptable.
4. The equipment supplied shall be free from all defects and designs, material and workmanship. Upon written notice from KIAL, the successful tenderer shall fully remedy free of expenses to KIAL such defects as developed under the normal use of the said equipment within the guarantee period from the certified date of successful completion of work.

17) CORRESPONDENCE:

The tenderer or his authorized representative would directly make all correspondences with KIAL only. Correspondence through agents will not be relevant to the contract. All the correspondences shall be in English only. If any documents are submitted in any other language, a certified and signed English version shall be made available.

For all purpose of the Contract, the addresses of the parties mentioned in the contract shall be the addresses to which all communications shall be sent, unless the parties have notified a change by a separate letter and sent by registered post /Speed Post with

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

acknowledgement due. The parties shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

18) Packing, Forwarding and Shipment

- i) Packing shall ensure full protection to the equipment against deterioration or physical damage during handling and transportation by Air, Road, Rail or Sea. Packing list, giving full details of the contents in a weather proof wrapping, shall be enclosed with each case, which shall be marked on the outside with the following details:
 - a) Name of Manufacturer
 - b) Tender schedule number
 - c) Brief description of contents
- ii) Contractor shall be responsible for all damages due to improper packing. The cost of packing, forwarding and Transportation shall be to the account of supplier.
- iii) The contractor shall notify the purchaser of the date of each dispatch and the expected date of arrival at the entry port or destination for the information of the purchaser.
- iv) Contractor shall also give all dispatch information concerning the right size and content of each packing and any other information that the purchaser may require.
- v) The following documents shall be sent by Registered/Courier/Speed post or be handed over in person to the purchaser within seven days from the date of dispatch of material.
 - i) Invoice
 - ii) Packing list
 - iii) Pre-dispatch clearance certificate, if any
 - iv) Test Certificate wherever applicable
 - v) Bill of lading, wherever applicable
 - vi) Transit Insurance
- vi) The contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading and unloading and other handling right from his works up to the site.
- vii) All indigenous quotes shall be on F.O.R destination basis including taxes and duties etc except GST in India.

19) PAYMENT TERMS

- I. Payment shall be released by the Kannur Airport.
- II. The payment in INR will be released by KIAL subject to the fulfilling of the following documents .

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

A. 80% against supply of material at good condition at site. Following documents shall be submitted for payments of bills.

- i) Signed Commercial invoice in one original and four copies.
- ii) Bill of Lading and Waybill.
- iii) Certificate of country of origin issued by independent bodies like chamber of commerce, in duplicate.
- iv) Packing List in triplicate.
- v) Supplier's test certificate to confirm that the system dispatched meets the contract specifications and relevant standards in all respects.
- vi) Dispatch Instruction certificate Issued by KIAL inspector duly authorized by Engineer in charge.

B. 20% against Installation, testing and commissioning: -

- i) Installation, testing and commissioning of complete systems and takeover of the system by KIAL for operation
- ii) Completion certificate issued by Engineer in charge.
- iii) Payment shall be released after determination of actual quantum of levy of compensation for delay and recoveries if any, which the firm might have rendered themselves liable as per provision of contract.
- iv) Confirmation letter of KIAL certifying receipt of technical catalogues / drawings.
- v) Certificate of completion of successful SAT and Training, issued by authorized representative of KIAL.

20) Delivery of Equipment & Completion Period:

- i) The completion period for the whole work is 60 days which shall be reckoned from the date of issue of work order/ Letter of Intent (LOI).
- ii) Subsequent to issue of letter of acceptance /Purchase order, to meet the site condition, KIAL may opt for modifying the delivery schedule within the accepted overall Time frame.
- iii) The successful tenderer shall be solely responsible to ensure the following:
 - a) Sound packing of their items to the size that will permit transport through sea/road/air. The practical restrictions in any mode of carrier shall be accounted by the tenderer.
 - b) Dispatch / Transportation of the items up to the destination by the due dates as specified in the contract.
 - c) Overseas Insurance if applicable.
 - d) Custom clearance and handling of items at port of entry in India if applicable.
 - e) Insurance for inland transshipment if applicable.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

- f) Receipt of equipment at site and their safe custody till they are installed, tested and commissioned and site insurance, until handed over to the authorized representative of the Kannur International Airport Ltd.
- g) Installation, testing and commissioning of the Hand Held Metal Detector System as specified.
- h) Technical handing over of the installation to the authorized representative of the Kannur International Airport Ltd.
- i) Operation & Maintenance of the installation during guarantee/Defects liability period as per the recommended practice.

21) DELAY COMPENSATION FOR DELAY.

- i) The work shall throughout the stipulated period of contract be proceeded with all due diligence. A time schedule as indicated in the activity chart to be got accepted by the Engineer-in-charge. The contractor shall comply with the said time schedule.
- i) In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to **0.5% (Zero point five percent)** for every week or such amounts decided by competent Authority (whose decision in writing shall be final) on the contract amount of the whole work or quantum of work that remains uncompleted provided always that the entire amount of compensation to be paid under the provisions of this Para shall not exceed **10%(TEN percent)**of the contract amount.
- ii) The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Time taken by KIAL and local statutory authorities for approval of drawings, design, estimate etc, force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with KIAL.

22) EXTENSION OF TIME :

- a) This work is urgent and hence the completion period as per contract shall be adhered to strictly. However, in case of extraordinary situations which may delay the completion of the project, the contractor shall apply for extension in time.
- b) If the contractor desires an extension of time for completion of the work on the ground of having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer-in-charge of the Kannur International Airport within 7 days of the date of hindrance on account of which he desires such extension as aforesaid.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

- c) The Engineer-in-charges shall, if in his opinion (which shall be final) is satisfied that the grounds shown are reasonable, shall authorize such extension of time, which is necessary or proper, with approval of competent Authority.
- d) The supplier may claim extension of time over and above the mentioned completion time in case of changes of goods ordered by the purchaser or delay due to any drawings, services which are to be provided by the purchaser.
- e) KIAL may extend the delivery period without Liquidated Damages if the reasons given by the supplier are found justified. Otherwise delivery period will be extended with levy of Liquidated Damages.
- f) KIAL reserves the right to cancel the order wholly or in part without any liability to pay cancellation charges and forfeit the EMD and or encash the Security Deposit in full absolutely, in case of delay in supplies.
- g) In the event of rejection of non-conforming goods, the successful tenderer shall be allowed to replace the non-conformities within the specified time. If the contractor fails to do so within the specified time the purchaser shall have the right to invoke the bank guarantee or cash security deposit.

23) FORCE MAJEURE

KIAL may grant an extension of time for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub-paragraphs and to the procedures detailed there in being followed. Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of god (like earthquakes, floods, storms etc.), acts of States, the direct and indirect ties, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days). The Supplier's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:-

- a. That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Supplier informs the KIAL in writing that the Supplier considers himself entitled to an extension of the time limit.
- b. That the Supplier produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c. That the Supplier proves that the said conditions have actually interfered with the carrying out the contract.
- d. That the Supplier proves that the delay occurred is not due to his own action or lack of action.

Apart from the extension of the time limit, force majeure does not entitle the supplier to any compensation of damage or loss suffered.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

24)COMPLETION CERTIFICATE:

- i) Within ten days of successful completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within ten days of the receipt of such notice the Engineer-In Charge shall inspect the work and, if there is no defect in the work, shall issue a certificate of completion Airport. Otherwise issue a provisional certificate of completion indicating:-
 - a) Defects to be rectified by the contractor and/or
 - b) Items for which payment will be made at reduced rates.
- ii) No certificate of completion provisional or otherwise, shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts & sanitary arrangements required for his/their work people on the site in the connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned off the dirt, in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts & sanitary arrangements as aforesaid & cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials & rubbish, etc. and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

25)RECOVERING THE DUES FROM THE CONTRACTOR:

- a) Whenever any claim, against the contractor for the payment of sum of money arises out of or under the contract Kannur International Airport Ltd. shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor, and to sell any Government promissory notes etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due to the contractor under this or any other contract with the Kannur International Airport Ltd. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Kannur International Airport Ltd on demand the balance remaining due.
- b) Kannur International Airport Ltd. shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination, any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work, claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Kannur International Airport Ltd. to recover the same from him in any manner legally permissible, and if it is found that the contractor was paid less

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Kannur International Airport Ltd to the contractor.

Any sum of money due and payable to the contractor (Including Security Deposit returnable to him) under this contract may be appropriated by the Authority and set-off against any claim of the Authority for the payment of a sum of money arising out of or under any other contract made by the contractor with the Authority.

26) RIGHT OF ACCEPTANCE

The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.

27) PAYMENT OF ROYALTIES:

If pursuant to or under any law, such notification or order, any royalties, fee or the like becomes payable by the contractor but not paid to the State Government/Local Authority in respect of any materials used by the contractor in the works, then in such a case it shall be lawful for the Authority and it will have right and be entitled to recover the amount paid in the circumstances as aforesaid, from the dues of the contractor.

28) DEATH OF CONTRACTOR:

Without prejudice to any of the right or remedies under this contract, If the contractor dies, the Engineer-in-charge on behalf of the Managing Director shall have the option of terminating the contract without compensation to the heir of contractor.

29) INDEMNITY:

The contractor shall indemnify purchaser against any claims or for payment of any royalty, license fee or any other expenses in respect of or for making use of patents or designs or labour disputes/claims with respect of which he according to the terms of the contract, is to be treated as an agent of the Purchaser for the purpose of making use of the patent or trade mark for fulfillment of the contract.

“If an action is brought against the Purchaser for infringements of any patent or registered trademarks or misappropriates any trade secret, the Contractor shall defend any action taken against the Purchaser at the contractors expense and pay the damages and cost awarded against the purchaser/Contractor and Purchaser shall fully cooperate with Contractor without any Financial and any other liability to KIAL.”

30) DISCREPANCY/DIFFERENCE/CONTRADICTION

Should there be any difference/discrepancy/contradiction in the provision of the specification of item of work and the description of the item given in the Bill of Quantities, the scope of item shall be taken according to the following order of preference

A. Nomenclature of the items as given in the Bill of Quantities.

Signature & Seal of Tenderer

C	Nil
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- B. Technical specification/Special Conditions of contract.
- C. Drawing or Sketch enclosed if any.
- D. BCAS specification with up-to-date amendments.
- E. General drawings.
- F. Sound Engineering practice as directed by the Engineer-in-Charge whose decision in this regard shall be final and binding on the Contract.

31) CORRUPT PRACTICES:

The contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or for borne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf whether with or without the knowledge of the Contractor, or by any one employed by him or acting on his behalf shall entitle the Purchaser to cancel the Contract and all or any other with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of this contract.

32) RESCINDMENT OF CONTRACT

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

Signature & Seal of Tenderer

C	Nil
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- iv. If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the contractor offer or give or agree to give to any person in KIAL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for KIAL.
- vi. If the contractor enter into a contract with Kannur International Airport Limited in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.
- vii. If the contractor obtain a contract with KIAL as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- viii. If contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the contractor being a company pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x. If the contractor suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.
- xii. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the KIAL shall have powers to :-

Signature & Seal of Tenderer

C	Nil
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- a. Determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Security Deposit under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the KIAL.
- b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Note: In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Security Deposit of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

33) FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

- i) If at any time after acceptance of the tender, KIAL shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- ii) The contractor shall be paid at contract rates, full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:
- iii) Provided that the contractor shall be paid the cartage charges only of materials actually and bonafide brought to the site of work by the contractor and rendered surplus and then taken back by the contractor, provided KIAL shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for

Signature & Seal of Tenderer

C	Nil
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incorporation in or incidental to the work). For materials taken over or to be taken over by KIAL, cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

- iv) If any materials supplied by KIAL are rendered surplus, the same except normal wastage shall be returned by the contractor to KIAL at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to KIAL stores, if so required by KIAL, shall be paid.
- v) The contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

34) CONTACTING THE BUYER

- 40.1 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.
- 40.2 No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.
- 40.3 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or Contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

35) SETTLEMENT OF DISPUTES

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or things whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) For any dispute arising out of this Contract/ agreement, only the Courts in Kannur shall have jurisdiction to entertain such a dispute. Arbitration clause is not applicable.

Signature & Seal of Tenderer

C	Nil
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SECTION IV- SPECIAL TERMS AND CONDITIONS OF CONTRACT (STC) :

1. SCOPE OF THE WORK:

The scope of the work consists of the Supply, Installation Testing and Commissioning of HHMD (20 Nos) including 3 year DLP.

Point wise scope of work is indicated as under:-

- a) Supply, Installation, Testing and Commissioning of 20 Nos of HHMD confirming to the Specification as per Section-V of NIT and BCAS specifications for HHMD & its latest amendments.
- b) Making arrangement and payment of Freight, Insurance, duties, Transportation and customs clearance charges for the supply items from Country of origin to Indian Port.
- c) Making arrangement for Inland transportation, Insurance and its payment for the supply items from Indian port to KIAL site.
- d) Maintenance of the HHMD. during DLP period 3 years.
- e) The work has to be executed as per the Bill of Quantities (BOQ) (Section VII of NIT) in conjunction with item specifications, terms & conditions given in this tender document.
- f) Leveling, position adjustment and sensitivity correction, calibration, radiation checking etc of Security equipment installed as per above.
- g) Maintenance & System Administration Training and Operational On-site training to KIAL nominees.
- h) Any other components to meet the functional and operational requirement of Equipment/system mentioned above.
- i) Conduct Site Acceptance Testing (SAT) at each site,
- j) Documentation required for upkeep and maintenance as per requirements/ specifications set in the tender,
- k) Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- l) A major modification is one which affects in any way the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Tenderer or any right of KIAL as required in the specifications and contract documents. Any modification in the terms and conditions of the Tender which are not acceptable to KIAL shall also be treated as a major modification.
- m) The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates,

Signature & Seal of Tenderer

C	Nil
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nothing extra whatsoever will be paid in this regard. The decision of KIAL in this regard will be final and binding on the tenderer.

- n) The Tender for the work shall remain open for acceptance for a period of 180 days from the date of opening of Tender. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Kannur International Airport Ltd. shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
- o) Tenderer who will utilize the services of Indian associate shall submit the details of Indian associate as per Annexure-7. All the payments of contract shall be payable directly to the contractor only. No direct correspondence from Indian associate/Accredited agent shall normally be entertained by KIAL. Any default by Indian associate/accredited agent shall be sole responsibility of contractor. In case of any lapse/violation by the Indian associate/accredited agent action shall be taken as per the terms of the agreement against the contractor only.

2. BID PRICES

1. Prices indicated in BOQ format (Section VII of NIT) shall be for destination and entered in the following Manner:
2. The bidder shall quote only one price for each item of same specification against the nomenclature in BOQ. The price schedule will be as per nomenclature of items and all details for each item should be filled up. Offering products with options of more than one brand or multiple models of same brand against one item or changing the nomenclature from the specified nomenclature in price schedule of KIAL shall make the Technical/Financial Bid of the vender invalid and such offer will be considered non-responsive & incomplete and will not be considered for financial evaluation.
3. The bidder shall quote as per specifications in Section-V of NIT. Price shall include costs of all the accessories (Hardware and software) needed to meet the required performance as per Technical Specification.
4. The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
5. Prices quoted by the tenderer shall be inclusive of all taxes and duties applicable in the country of origin and in India except cess and GST in India.

3. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS

- 1 Pursuant to the above Clause No.2, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract.

Signature & Seal of Tenderer

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- 2 The documentary evidence of the Items and services in conformity to the Bid Documents shall be in the form of literature, drawings and data sheet that the Bidder shall furnish. These shall be attached as Annexure to the Compliance Statements.
- 3 Compliance Statement shall be one of the two statements viz. “Yes” or “No”. No other remarks or comments will be accepted.
- 4 Bidder must attach required technical brochures / literatures / data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. All the brochures/literature/datasheets shall be counter signed and stamped by the vendor or authorized signatory of vendor. Non-availability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard. If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder.
- 5 The supporting documents downloaded from websites shall have the complete URL of the page in the header or footer.
- 6 Each specifications sought shall be marked or highlighted in the attached brochures / literatures / data sheets. The brochures / literatures / data sheets shall be superscripted with the Item Number and shall be arranged sequentially. The supporting documents shall carry all the required specifications and same shall be marked.
- 7 The compliance statement submitted as per Annexure-2 shall be duly supported by technical literature, equipment brochures & other related reports / documents from the OEM. The compliance statement not supported by the documentary evidence shall not be considered. Such bids shall be considered as non-responsive and may result in rejection on technical grounds.
- 8 The products offered by the bidder shall be supported and an undertaking in writing stating that “the product offered is available in the market and will be supplied without downgrading any of the specifications & model during the currency of the contract” shall be required.
- 9 The product/configuration offered by the bidder must be standard and proven. Bidder shall submit a list of clients/locations where similar product/ configuration are available. KIAL, if so desire, may visit these locations to verify that all the specifications and operational requirements are met as mentioned in the tender document. Any non-compliance observed during such visits shall lead to rejection of bid.
- 10 The bidders shall upload the supporting documents stated in the technical bid compliance statement (Annexure-2) and the documents required to be submitted as per the formats annexed. Failure to upload the said documents shall be treated as non-compliance and will lead to outright rejection of bid submitted by bidder.
- 11 The bidder shall submit test reports of the offered equipment, if applicable, from Govt. Approved/ internationally accredited test labs in support of technical compliance.

Signature & Seal of Tenderer

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4. PERIOD OF VALIDITY OF TENDER (BID)

- 4.1 The tender (Bid) shall remain valid for a minimum of 180 days from the date of opening of the technical bid. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the above period of validity without the consent in writing of KIAL. In case of, the bidder revoking or cancelling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.
- 4.2 If there is any delay in finalization of the tender due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to be finalized. The request and the responses thereto shall be made in writing. The tender process will not be vitiated if any tenderer declines to extend the offer as requested for.

5. RIGHT TO ACCEPT OR REJECT THE TENDERS

- 5.1. The right to accept the tender in full or in part/parts will rest with KIAL. However, KIAL does not bind itself to accept the lowest tender and reserves to it-self the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 5.2. Tenders not accompanied with prescribed information or incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- 5.3. The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
- 5.4. The documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. KIAL also reserves the right at its sole discretion not to award any order under the tender called KIAL shall not pay any costs incurred in the preparation and submission of any tender.
- 5.5. If the bidder gives wrong information in his Tender, KIAL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.
- 5.6. Should a bidder have a relation or relations employed in KIAL in the capacity of an officer, the authority inviting tender, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in KIAL has / have tried to influence the tender proceedings then KIAL at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.
- 5.7. Requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, bids with higher than the

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minimum requirements shall be technically acceptable without any additional financial implication.

- 5.8. Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by KIAL shall not be considered.

6. ISSUE OF PURCHASE ORDER:

1. The acceptance of the tender will be intimated to the successful bidder by KIAL, by letter through e-mail.
2. The issue of a Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.
3. Acceptance of the Purchase Order will be deemed as effective from the date of issue of Purchase Order. All formalities of submission of the Contract Security Deposit Bank Guarantee etc., in the NIT format (Annexure-6) shall be completed within 30 days from issue of the purchase Order.
4. KIAL shall be the sole judge in the matter of award of contract and decision of KIAL shall be final and binding.
5. Tenderer shall acknowledge the receipt of the purchase order duly confirming his acceptance.

7. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the tender conditions and requirements shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

8. QUALITY ASSURANCE REQUIREMENTS

The supplier shall submit copies of Valid Certificates to ensure that all works comply with standards specified in the Technical specification (TS).

9. TESTING AND INSPECTION OF EQUIPMENT/ COMPONENTS:

- i) **Pre-installation testing:** This testing / inspection shall be performed at the KIAL site at the time of delivery of the equipment and the inspector shall inspect the goods against any physical damage on delivery. The inspector shall also check the goods delivered against the models ordered. The inspector shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model. The inspector shall also receive the goods after inspection.
- ii) **Post installation Acceptance testing (Site Acceptance Test):**

Signature & Seal of Tenderer

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- a. This testing / inspection shall be performed after the completion of installation. The inspectors shall verify the component level details during this testing and shall sign the installation report after successful completion of the post installation testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.
 - b. It shall be the responsibility of the bidder firm to submit the system test procedure for conducting the post-installation site acceptance testing. The procedure submitted by the bidder firm shall be drafted in line with the standard practices followed in the industry and shall be in accordance with the test procedures & practices specified by the OEM. The acceptance test procedure on approval by KIAL shall become the document for acceptance of the equipment after installation at the site.
 - c. The draft copy of system test procedure shall be made available to KIAL before THIRTY calendar days of the schedule site acceptance date.
- iii) The testing & inspection as per clause No.9 in any way not relieve the Contractor from any warranty or other obligations under this contract.
- iv) If any Item or any part thereof, before it is taken over is found defective or fails to fulfill the requirements of the contract, the consignee shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements by the Contractor shall be made free of all charges at site. Should he fail to do so within this time, the Buyer reserves the discretion to reject and replace at the cost of the Contractor the whole or any portion of the items as the case may be, and that is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier.
- v) The Inspector shall have the power:
- a. To certify that equipment or any portion thereof are not in accordance with the contract, owing to adoption of any unsatisfactory method of manufacture/ installation, before any equipment or part thereof are submitted for pre-delivery inspection;
 - b. To reject any equipment or parts submitted or faulty installation as not being in accordance with the specifications;
 - c. To reject the whole of the equipment tendered for inspection, if after inspection of such portion therefore as he may in his discretion think fit, he is satisfied that the same is unsatisfactory and;
 - d. To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

Signature & Seal of Tenderer

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10. CONSEQUENCE OF REJECTION :

If on the equipment or the installation work, or its part thereof, being rejected by the inspector or purchaser the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the purchaser shall be at liberty to:

- a. Allow the contractor to re-submit the equipment or parts in replacement or re-do the Installation of those rejected, within a time to be specified, the contractor bearing the cost of freight if any on such replacement without being entitled to any extra payment on that account; or
- b. Purchase/execute/ or authorize the purchase/execution of quantity/work of the equipment/installation or parts rejected or others of a similar description through a separate agency (when equipment/installation or parts exactly not comply with specifications or in the opinion of the purchaser, which shall be final, not meeting the specifications) at risk and cost of the contractor and without affecting the contractor's liability as regards supply and installation of any further installation done under the contract; or
- c. Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment/installation or others of a similar description through a separate agency (when equipment/installation or parts exactly not comply with specifications or in the opinion of the purchaser, which shall be final, not meeting the specifications) at the risk and cost of the contractor.
- d. In the event of action being taken under such clause above the provision of delivery clause as far as applicable shall prevail.
- e. **INSPECTOR'S DECISION AS REJECTION FINAL:** The inspector's decision as regards the rejection shall be final subject to contractor's appeal.
- f. **NOTIFICATION OF RESULT OF INSPECTION:** Unless otherwise provided in the specification or schedule, the examination of the equipment/installation or parts will be made as soon as practicable after the same have been submitted for inspection and the result of the examinations will be notified to the contractor.
- g. **MARKING OF THE EQUIPMENT:** The contractor shall if so required at his own expenses mark or permit the Inspector to mark all the approved equipment or parts with a recognized Purchaser's marks and parts which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.
- h. **REMOVAL OF REJECTIONS:**
 - i) Any equipment/Installation or parts for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as hereinafter provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at

Signature & Seal of Tenderer

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the address mentioned, it will be deemed to have been served on the contractor at the time when such letter would be in the course of ordinary posts reach the contractor. It shall be competent for the Inspector to call upon the contractor to remove what he considers to be dangerous, infected or perishable equipment or parts to be removed within 48 hours of the receipt of such intimation.

- ii) Such rejected equipment or parts shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such equipment/ installation or parts are not removed by the contractor within the period above mentioned, the Inspector may either return the same to the contractor at his end by such mode of transport as the purchaser or Inspector may select or dispose of such equipment or parts at the contractor's risk on his account and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected equipment or parts are not removed.

APPEAL: If the contractor desires to appeal the decision of the Inspector against the rejection of any equipment or work as not being in accordance with the contract, he shall appeal to the Managing Director, KANNUR INTERNATIONAL AIRPORT LIMITED within fourteen days after the Inspector's decision and If, an appeal is so preferred, the decision of the Managing Director, KANNUR INTERNATIONAL AIRPORT LIMITED shall be final and Binding.

II. EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES:

Contractors Superintendence, Supervision, Technical staff & Employees :

- i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii) The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.
- iii) The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

12. Patents, Successful bidder's Liability & Compliance of Regulations

Successful bidder shall protect and fully indemnify the KIAL from any claims for infringement of patent, copyright, trademark, license violation or the like.

Signature & Seal of Tenderer

C	Nil
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The Successful bidder shall also protect and fully indemnify KIAL from any claims from successful bidders, Workmen, employees, their heirs, defendants, respondents from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.

The successful bidder shall be responsible for compliance with all requirements under the laws and indemnify completely KIAL from any claims/penalties arising out of any infringements.

13. Limitation of Liability

The maximum liability under this contract is limited to 100% of the total Contract value.. Contractor will not be held liable for indirect & consequential damages.

14. STANDARDS

1. All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the minimum ISO 9001 or higher accepted international standards for this type of work.
2. The bidder shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the system, software, or training complies.
3. Latest BCAS, TSA, & IATA circulars, standards, guidelines, recommendation etc. as on date of the bid submission should be adhered in the bid offer. If any changes happen during the implementation phase, those changes should also be incorporated. Variation in price due to these changes will be arrived mutually between KIAL and the Contractor.

15. TIME SCHEDULE / WORK COMPLETION PERIOD :

The work completion period for the SITC of HHMD and accessories shall be 60 days. The time and date of completion of the works as contained in the supplier's proposal and as agreed to contractually after modifications, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors which may have any bearing on the time schedule of the contract, and no extension in the schedule whatsoever shall be permitted on these accounts by KIAL.

16. GUARANTEE / WARRANTY

Complete hardware & Software shall be guaranteed against all defects/bugs and for a satisfactory performance, as per all the listed features, at least for a period of 24 months or company's warranty term whichever is higher from the date of successful installation and commissioning of the all the systems.

The bidder shall attend at his own expense and get the defect/bugs removed in the systems as detected by KIAL during the period of warranty as and when required for without any limit. The replacement of defective parts/system, materials, consumables are in the scope of the agency.

All the conditions stated in Section VI of NIT shall be applicable during the 3 year defect liability period.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

16. SUBSTITUTION & WRONG SUPPLIES

Unauthorized/Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity shall be returned to the successful bidder at his cost and risk.

17. DESPATCH OF DOCUMENTS

- Pre-receipted Bills in triplicate at each stage of Payment.
- Copy of the Delivery Challan.
- Copy of the
- Inspection report(if inspection carried out as a part of the Contract).
- Duly certified Installation / Commissioning Certificate with the final bills.
- Undertaking of Authenticity for Supplies (Annexure -5)

18. UP-GRADATION

The successful bidder shall guarantee the long-term availability of Upgraded versions of hardware / software to the buyer for the full life of the equipment.

19. TECHNICAL MANUAL

The bidder shall supply complete set of technical/ operations and maintenance manuals, for every model of equipment, as applicable along with the delivery.

20. Inventory

An inventory of the items delivered shall be submitted to KIAL. A softcopy shall also be submitted. The inventory shall carry item name, make, model, serial number & item number.

21. DELIVERY DESTINATION (Name & Address of Port Consignee)

The items mentioned in BOQ shall be delivered to places to the office of
DGM (Engineering)
Kannur International Airport Limited(KIAL)
Kannur Airport P.O, Mattannur, Kannur – 670708, KERALA - INDIA

22. TRAINING OF KIAL ENGINEERS/OFFICERS AND STAFF

The successful bidder shall impart on job operation and maintenance training for a period of one week for KIAL staff or their nominated person to a maximum of 20 no's of person. The all required document (training handout notes) including deployment of expert in the training are in the scope of successful bidder. The cost towards the same is deemed to have included in the rate offered for the equipment.

C	Nil
O	Nil
I	Nil

Signature & Seal of Tenderer

SECTION V: TECHNICAL SPECIFICATIONS

The specifications detailed hereunder are the minimum requirements. Bidders may offer System / Equipment / Accessories /Software of better specifications as per system design proposed by the bidder. However, no preference or weightage shall be given to bidder for offering such System/ Equipment /Accessories /Software of specifications higher than the tender specification.

1. Hand Held METAL DETECTOR(HHMD)

Offered equipment shall conform to NIJ Standard - 0602.02 (National Institute of justice under US Department of Justice), and shall also comply all the latest specifications and guidelines laid down by Bureau of Civil Aviation Security (BCAS).

S. No.	Parameters	Specification
1.	Detection	Should detect all ferrous, non-ferrous and stainless steel weapons, contraband and other metallic objects
2.	Detection Coverage	Should offer 360 degree detection coverage and tip pin pointing for easy scanning from head to foot.
	Technology	Pulse Technology/ Fully digital microcontroller-based electromagnetic metal detection.
3.	Battery Indications	3 separate LED indication : Green for detector ON, Red for metal detection, Orange as low battery. Sliding mechanism for removing of battery and charging externally.
4.	Scan Area	Should have large scan area for allowing thorough Scanning with minimum passes.
5.	Mode of Operation	Should have an option on audible or Silent (Vibration) mode of operation. Push button or switch to put 'ON' for continuous use.
6.	Alarm	The detector should have audible and visual alarm to indicate the detection of metal. Should have red alarm light with audio Alarm when the metal detected.
	Interference	1. Harmless to wearers of pacemakers, defibrillators or other vital support systems, pregnant women 2. The HHMD should have safe health standards with no adverse effect on cardiac pacemakers.
8.	Body Material	The hand-held metal detector should be rugged & high impact Resistant plastic case
9.	Detection	Hand Held Metal Detector (HHMD) should be able to detect metal without being in direct contact with the object.
9.1	Sensitivity	Should have Optimum sensitivity with Three (3) sensitivity settings Detection performance:

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

9.2	Detects Pin from a minimum distance of (mm)	25 millimeter
9.3	Detects Pistol - 0.22 from a minimum distance of (mm):	150 millimeter
9.4	Detects Cartridge - 0.22 from a minimum distance of (mm):	50 millimeter
9.6	Detects Razor Blade from a minimum distance of (mm):	25 millimeter
9.7	Scan Rate (mm per Second) (mm/s)	200(Minimum)
Availability of Spares for a period of 7 years after the warranty period		
12.	Battery	HHMD should be constructed to work on commonly available disposable or rechargeable batteries. Quick and simple battery change should be possible without using tools. The unit should have independent portable battery charger if the HHMD uses rechargeable batteries. 1. Battery type (inclusive in the scope of supply): Rechargeable AA 2. Battery Chemistry : Ni-MH 3. Battery capacity (mAh) : 2500mAh (Minimum) 4. Minimum Battery Back-up in continuous operation on single charge (hours) : 100 hours(Minimum). More than 200 hours with automatic sleep mode 5. HHMD should be equipped with indicator to indicate battery status. ie. Low battery and empty battery warnings, both visual and audible 6. Fast Charging 7. One spare rechargeable battery and external battery charger should be provided.
13.	Ambient Conditions	Should work from -40 Deg C to + 60 Deg C 0 to 95% humidity (without condensation)
14.	Weight	Unit should be sturdy, as light as possible, (around 250 gms), easy to handle and should preferably confine to the palm of the frisking personnel for case of use.
15.	Dimensions (Approx)	a) Total Length of detector : 36 cm to 45 cm f) Ergonomically designed grip enabling comfortable fitting in any size of hand while holding the detector from the gap hole.
16.	Warranty	3 year
	Accessories	Shall include all accessories not limited to the following 1. Carry Bag 2. Belt Holster/ Belt Clip

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

		3. NIJ 0602.02 Test Pieces Kit (includes 11 test objects for LO, MO, SO, VSO security levels) 4. HHMD Configuration tool (if required) 5. Charging adapter with cable
18.	Test report	Complete product should be tested from Govt/ NABL accredited lab with product pictures forming part of the test report. Test report should not be more than 12 months old, and product should be India origin.
19.	IPR	Their should be no India IPR violation. Else bid will be rejected
20.	Quality Certification	Product must be Rohs, FCC and CE certified to standards EN 61326-1, EN - 50082-1 (Immunity), EN 55022, IEC 61010-1, IEC 60950-1, IEC-61000-6-1, EN 50081-1 (Emission), EN 60950 (Class-1), EN 55024. Certificate from an external agency should be submitted with bid.
21.	OEM credentials	(a) Bidder & OEM must have Escalation Matrix of Telephone Numbers for 24 x 7 Service Support .
	AFTER SALE SUPPORT	HHMD should be under warranty/DLP period for minimum three years. The manufacturer shall provide a preventive maintenance schedule for the DLP period The manufacturer/ supplier should provide spares and annual maintenance service for minimum of 5 years after expiry of DLP period at reasonable market rates.
	ISO certification	The HHMD shall be manufactured by ISO 9000 certified firms.

C	Nil
O	Nil
I	Nil

Signature & Seal of Tenderer

VI- TERMS & CONDITONS OF MAINTENANCE DURING DLP period

I) GENERAL CONDITONS:

- 1.1 The tenderer shall be well equipped with all machinery and spares units / modules of the Security Equipments and shall carryout the maintenance work by the OEM trained personnel only.

II) SCOPE OF THE WORK: for 3 years Defect Liability Period (DLP).

- i. Attending infinite no. of breakdown calls in a time bound manner to meet the service quality requirement.
- ii. The fault shall be rectified using genuine and original spares as specified in the manufacturer's manual.
- iii. After rectification of the fault, the quality and performance of the system should be checked by the firm's service technician. The performance of the system shall be the same as original and it shall be up to the satisfaction of the engineer-in-Charge.
- iv. A service report has to be submitted by the firm's technician /service engineer to Kannur Airport after rectifying the fault. A record to be maintained by the firm for such breakdowns attended by the firm and to get signed by Kannur Airport Engineer.
- v. Provision of required Test equipment, tools, cleaning material, etc. shall be the responsibility of the contractor.
- vi. The work herein specified shall be performed by competent workmen in a thorough professional manner. All materials furnished by the contractor shall conform to original equipment manufacturer's standards and guidelines.
- vii. The contractor shall replace any parts, including the supplied software found defective during DLP period without any charges whatsoever to KIAL. The services of the contractor or his principals, if required during this period, for such work shall also be made available without any cost to the Authority.
- viii. Maintenance during DLP period shall include free replacement of any spares of the equipment supplied against this work. Contractor shall maintain sufficient inventory of spares so as to maintain 100 % serviceable conditions.
- ix. Contractor shall arrange sufficient number of Technical staff and maintenance engineer at site to replace all the faulty & functionally not acceptable components/parts/functional systems/displays/batteries at supplier's cost during DLP period.
- x. In case of any breakdown, the bidder firm personnel shall fix the breakdown/replace the item within 2 days.

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

- xi. KIAL shall not pay anything extra for replacement of batteries. If Contractor is unable to replace within 72 hrs. then such replacements shall be carried out by KIAL at its own cost and shall be deducted from running payments/BG.
- xii. The contractor shall keep record of preventive maintenance check, and break down details, etc. in the logbook. Maintenance record shall be property of KIAL and the same shall not be removed from KIAL premises or disclosed to any third party, without prior written permission of the KIAL Officer In-charge.
- xiii. The contractor shall confirm in writing, the contact details of their maintenance setup (Postal Address, Telephone & Fax Nos., E-mail) and names of the Service engineers with complete address and mobile number. Any change in the contact details (address, mobile number, etc.) shall be intimated to KIAL in advance. The Maintenance Engineer of the contractor shall keep in touch with the installation serviceability by way of periodic inspections, etc. and in case of any unserviceability, take immediate corrective action. Besides the above, KIAL Engineer in charge or his authorized representative shall be informed with the details of the inspections and service activities.
- xiv. The contractor will not be liable for any damages arising out of War, riots and natural calamity such as fire, storm, earthquake, etc.
- xv. The repairs/maintenance of equipment is to be carried out at site. In case of a defect in equipment/its accessories, necessitating major repairs at the Service Centre of the contractor, the same may be taken to service Centre under written intimation to the Officer In-Charge of KAIL. In such cases, all expenditure and arrangement to dispatch, repair and return of the equipment/sub-assembly shall be borne/carried out by the contractor. Penalty shall be levied for delay beyond the prescribed time in setting right the equipment. The original equipment has to be reinstated at site after the repairs have been carried out at Service Centre at the earliest.
- xvi. The equipment and its accessories shall be handed over to KIAL fully serviceable condition on expiry of the DLP.
- xvii. Details of maintenance activities and periodicity during DLP period shall be finalized in consultation with the Engineer-In-Charge on award of work. However, any additional activity required to be executed or change in periodicity of maintenance schedule required shall be carried out as per the direction of Engineer-In-Charge.

III) SPECIAL CONDITONS :

1) SERVICEABILITY & PENALTY CONDITONS:

- i) Penalty: Penalty shall be levied for the delay, beyond the prescribed time under the scope in setting right the equipment. KIAL shall have the right to charge penalty on the contractor for not rectifying/replacing the item within 2days. The Time period shall be calculated (from the time of record of complaint in the complaint register OR by intimation by Phone / mail by the Security Personnel or Terminal Manager/ Staff of KIAL).

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

- ii) However, if a suitable fully functional replacement is provided in place of faulty equipment within prescribed time, no penalty shall be levied. The original equipment has to be reinstated at site after the repairs at the earliest. The total penalty within the scope of this contract shall not exceed 10% of the total contract value.

iii) Serviceability and penalty during DLP:

Serviceability for each HHMD and accessories	Payable as Penalty/Deducted from SD
1. Breakdown period up to 2 days	No penalty
2. Breakdown period up to 2 days	Rs. 1000/day/equipment

iv) Penalty towards preventive maintenance:

Penalty for not completing the Half yearly checks shall be deducted as under.

1. Half Yearly check : Rs. 1000/- for each HHMD

The recovery amount can be waived off if the reasons of delay given by the Contractor are found satisfactory. The decision of the Engineer-in-Charge shall be final and binding on the contractor.

2) SECURITY PASS:

As the maintenance work if any has to be carried out in a restricted area, the contractor shall arrange for security passes from the competent authority in respect of staff to be deployed by him. Any incidental charges towards this shall be borne by the contractor himself. The staff deployed by the contractor shall strictly abide by all rules and regulations in force. Any person found violating the regulations shall be withdrawn by the contractor. The passes have to be returned on the same day or on completion of the job as per the guidelines of the Issuing Authority. Loss of any pass shall attract a penalty of Rs. 500/- or more to be decided by the Competent Authority. Failure to observe security regulations may be treated as trespasses and lead to prosecution of the person (s) deployed by the contractor. The passes issued shall be used for gaining entry to the areas of the Airport where the contractor/ his staff have legitimate business in respect of scope of this work. Use of this pass for entry into Airport for purposes other than that covered under the scope of work will lead to confiscation of the pass as well as other action deemed fit by KIAL.

1. Security clearance for the company and the Entry pass for staffs:- The work site lies in restricted area. The contractor shall obtain company's Security Clearance from BCAS through e-sahaj portal. E-sahaj portal which facilitate applicant to submit application online and also to view its status from time to time. Initially for applying pass, the uploaded documents from e-sahaj are to be submitted along with the application. The

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

contractor shall apply in advance for issue of necessary entry passes of workmen engaged by him. Submission of necessary police verification, security clearance issued by BCAS, Authorization Letter, Appointment letter, AVSEC training etc. as required for entry passes will be the responsibility of the contractor. All expenditure/fees towards arranging security passes shall be borne by the Agency.

2. **Security:-** The contractor and his employees shall abide by security regulation framed by BCAS or Police Authorities. Any worker of the contractor, whose presence is found undesirable in Kannur Airport premises, shall not be allowed to work. The Contractor shall be fully responsible for the satisfactorily working of his staff.

“If Contractor or his authorized representative or his employed workers are found violating any of security regulations, suitable action shall be taken by Kannur Airport as per prevailing rules”.

All men and vehicles shall be permitted to enter the restricted / office area only on possession of the security passes. The contractor shall apply in advance before commencement of work for issue of security passes and shall submit a list of personnel concerned with their addresses. The contractor shall ensure that his men are deployed only in those area where the security passes issued is valid for. Passes shall be deposited back with Engineer-In-Charge on demand and in any case immediately after completion of work. The contractor or his staff/workmen shall observe all the rules promulgated from time to time by the concerned authorities. Any person found violating the security rules laid down by the authority will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account.

C	Nil
O	Nil
I	Nil

Signature & Seal of Tenderer

SECTION VII: BILL OF QUANTITY(BOQ)

Instructions to bidders for filling up the BOQ (Ref: Hard copy of BOQ in page No. 41)

- 1) The Bidders shall make their Quote in the relevant columns of BOQ, supported by complete list of deliverables with make & model of equipment and accessories fully meeting the operational and technical requirement as spelt out in the tender.
- 2) Prices Quoted by the tenderer shall be exclusive of GST.
- 3) Prices quoted by the Tenderer shall remain firm and valid until successful completion of the Contract.
- 4) If the bidder quotes Zero or not quoted for any item in the BOQ, then the Rate/value against the item shall be taken as Zero.
- 5) KIAL shall be entitled to deduct at source any tax as may be required by the laws in force in India and shall furnish to the contractor a certificate in the prescribed form.

C	Nil
O	Nil
I	Nil

Signature & Seal of Tenderer

BILL OF QUANTITY(BOQ)

Financial Bid : Bidders shall fill the BOQ and same shall be submitted in the Cover-2

Sl. No.	Item Description	Quantity	Units	Rate Exclusive of GST	TOTAL AMOUNT, Exclusive of GST	TOTAL AMOUNT Exclusive of GST In Words
1.1	Supply, Installation, testing and commissioning of Hand-Held Metal Detector (HHMD), NIJ 0602.02 fully compliant, indoor and outdoor use along with all accessories including Carry Bag, Belt Holster/ Belt Clip, NIJ 0602.02 Test Pieces Kit, HHMD Configuration tool (if required), Charging adapter with cable	20	Each			INR Only

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

SECTION VIII: -FORMATS

Annexure-1

TENDER COST & EMD SUBMISSION: Compliance Statement

(This Compliance statement duly filled, along with the scanned copies of the documents to be submitted in Cover-1: Fee)

SL No	DOCUMENTS	"Payment Ref# , Date and Issued Bank
01	Tender Cost / Fee : Rs. 1,450/- (Rupees One Thousand Four Hundred Fifty Only)	
02	EMD (Earnest Money Deposit) : Rs. 15,000/- (Rupees Fifteen Thousand Only)	
03	Unconditional acceptance letter as per Annexure-4	

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

Pre and Technical Bid Qualification Documents :Compliance Statement

(Scanned copy of this Compliance statement, filled in specified Format (Annexure), duly signed shall be submitted in Cover-1, along with copies of relevant documents)

SL No	DOCUMENTS	"Status	BID Page no.
1.	Certificate / Undertaking from the OEM for sales and service in India : Scanned copy duly signed and sealed.		
2.	Documentary proof for similar nature of work (SITC of HHMD) executed at Airports as per the eligibility conditions to be submitted in Annexure-13 format along with Work order/ acceptance letter, completion certificate from the client duly stating completion cost and time. .		
3.	Copy of corporate self PAN card & GST registration		
4. 5.	Documentary evidence of adequate financial standing of annualized average financial turnover of Rs. 4.2 Lakh from sales and services during the last 3 years. The bidder shall submit scanned copies of audited balance sheet and P & L statement for the last 3 years / Certificate from the auditors. Also submit Financial Capability Statement as per Annexure-15		
6.	Scanned copy of Articles of Memorandum of Association or Partnership Deed or proprietorship deed duly signed and sealed, as the Case may be.		
7.	Details of Indian Associate if any, in (Annexure-7) Format		
8.	Undertaking for not been Black Listed in (Annexure-8) format		
9.	Affidavit in (Annexure-11) format		
10.	Un Conditional Acceptance Letter in (Annexure-3) format		
11.	Bank account details in (Annexure-4) format		
12.	Undertaking of Authenticity for Supplies in (Annexure-5) format		
13.	Declaration of Country of Origin in (Annexure-9) format		
14.	Consent Letter by the Applicant / Indian Subsidiary from Manufacturer(s) letter head in (Annexure-10) format		
15.	Power of attorney for signing of documents and execution of project if applicable / required in (Annexure-12) format		
16.	Scanned copy of Certificates / documents pertaining to the security equipment's complying the safety and Electromagnetic Compatibility (EMC) requirements and		

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

	ISO 9001 or higher certificate for Manufacture of the Equipment's, duly signed and sealed.		
17.	Scanned copies of Technical brochures / literatures / data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. All the brochures/literature/datasheets shall be counter signed and stamped by the vendor or authorized signatory of vendor.		
18.	Scanned copy of Self-attested English version of the respective document duly apostille notarized, in case supporting document is submitted in any language other than English :		
19.	Scanned copy of Certificates / documents pertaining to the Security equipments complying the safety and Electromagnetic Compatibility (EMC) requirements duly signed and sealed.		
20.	Duly signed copy of NIT & Corrigendum		
21.	Compliance to all Technical Specification "YES" or "NO"		
22.	UNDERTAKING FOR NOT Debarred by MHA-GOI as per annexure-15		
23.	Quoted Make & Model	Item: Make: Model:	

**** Note:** Ambiguous statements & incomplete supporting documents for vital tender requirements may attract the risk of rejection without further reference.

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

ACCEPTANCE LETTER

(duly filled, scanned copy to be submitted in Cover-1 :Technical Bid)

To

The Managing Director,
Kannur International Airport limited (KIAL),
Mattannur, Kannur District
KERALA STATE – 670702

SUB:- Acceptance of Terms & Conditions of Tender

Name of Work: Supply Installation Testing and Commissioning of Procurement of Hand Held Metal Detector(HHMD) including 3 year DLP at Kannur International Airport Limited...

Tender No: KIAL / ITD / 34/PROCUREMENT OF HHMD/ 2026

Dear Sir,

1. The tender document for the works mentioned above have been sold to me/us by KIAL and I / we hereby certify that I / we have read the entire terms and conditions of the tender document available in the website, which shall form part of the contract agreement and I/ we shall abide by the conditions /clauses contained therein.
2. I / We hereby unconditionally accept the tender conditions of KIAL's tender document in its entirety for the above works and in case we have put forth any conditions same may be treated as withdrawn.
3. After unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on price, if any). In case the provision of the tender is found violated after opening the tender submitted, I agree that the tender shall be liable to be rejected.
4. That, I have not paid and will not pay any bribe to any officer of KIAL for awarding this contract at any stage during its execution or at the time of payment of bills. "That, if any officer of KIAL asks for bribe/ gratification, I will immediately report it to the appropriate authority in KIAL".
5. Conditions of contract for supply of the required number of HHMD for "Kannur International Airport Limited", have been read by me and same is acceptable unconditionally.

Yours faithfully,

AUTHORIZED SIGNATURE :
NAME OF THE SIGNATORY :
NAME & ADDRESS OF THE TENDERER :
OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

Name of the work:
Supply Installation Testing and Commissioning of Procurement of Hand Held Metal
Detector(HHMD) including 3 year DLP at Kannur International Airport Limited.
Tender No: KIAL / ITD / 34/PROCUREMENT OF HHMD/ 2026
(Duly filled, scanned copy to be submitted in Cover-I: Technical Bid)

Bank Account Details

Name of the supplier / vendor :

PAN No. :

Name of the Bank :

Name of the Branch :

Complete Address of the Bank :

A/C of beneficiary :

Type of account :

Core Banking Account No. :

IFSC Code of the Bank :

SWIFT Code of the bank
(As applicable) :

Service Tax Registration No. :

GST Registration No. :

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

UNDERTAKING OF AUTHENTICITY FOR SUPPLIES

(Duly filled in the letter head of the tenderer, scanned copy to be submitted in Cover-1 :Technical Bid)

Name of Work : Procurement of Security Equipments:
Supply Installation Testing and
Commissioning of Procurement of Hand Held
Metal Detector(HHMD) including 3 year DLP at
Kannur International Airport Limited..

Purchase order No.& Date :

Invoice No/ Tender No. & Date :

With reference to the Items and accessories being supplied / quoted to you, we hereby undertake that all the components / parts / assembly / software used shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

Format of Bank Guarantee in lieu of Security Deposit
(To be stamped in accordance with Stamp Act)

To

The Managing Director
Kannur International Airport Limited (KIAL)
Kara - Peravoor, Mattannur, Kannur,
Kerala – 670702 ,India

Dear Sir,

In consideration of the Managing Director, Kannur Airport unless repugnant to the subject or context include its administrators, successors and assigns, having offered to accept the terms and conditions of the proposed agreement between Kannur Airport, Mattanur, Kannur District, Kerala State – 670 702 and [here-in-after called “the said Contractor(s)”] for the works..... “[here-in-after called “the said agreement”] vide order No. Dated....., to accept Deed of Guarantee as herein provided’ for Rs. _____ (Rupees _____ only) in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor’s bills, for the due fulfilment by the said Contractor of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as “the said Bank” and having our registered office at do hereby undertake and agree to indemnify and keep indemnified Kannur Airport from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Kannur Airport by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by Kannur Airport on demand and without demur to the extent aforesaid.

We, the _____ Bank, further agree that Kannur Airport shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Kannur Airport on account thereof and the decision of Kannur Airport that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Kannur Airport from time to time shall be final and binding on us.

We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of Kannur Airport under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

guarantee subject, however that AAI shall have no claim under this Guarantee after days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e., _____ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

Kannur Airport shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to Kannur Airport and the said Bank shall not be released from its liability under these presents by any exercise by Kannur Airport of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of Kannur Airport or any indulgence by Kannur Airport to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.

It shall not be necessary for Kannur Airport to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Kannur Airport in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated the..... (day) of..... (Month),..... (Year

For (Name of Bank)

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

Details of Indian associates

(Compliance duly filled, along with along with copies of documents to be submitted in Cover-1: Technical Bid)

SL No	DOCUMENTS	DETAILS (to be filled)	“YES “for Complied “NO” for not Complied
01	Name of the Indian Associate		
02	Status of the Indian Associate: Sole proprietorship firm / partnership firm/ Limited company		
03	List of directors of Indian associate along with their address, phone no., email, fax no. (enclose copy of article of association)		
04	PAN no. of Indian Associate (Please enclose PAN no. copy)		
05	Copy of agreement between tenderer and Indian associate		
06	Latest Balance Sheet of Indian associate duly certified by Chartered accountant		
07	Main business activity of Indian associate (Enclose experience certificate of three similar works by Indian associate during the last seven years)		
08	Whether the Indian associate is having business activity/any agreement/any MOU with tenderer other than present tender give complete details		
09	EPF/ESI registration details along with copy of certificates to be attached		

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & DATE :

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

UNDERTAKING FOR NOT BEEN BLACKLISTED

(duly filled in the letter head of the tenderer, scanned copy to be submitted in Cover-1)

We do hereby undertake that our firm or its partners or Directors and our Indian Associates have not been blacklisted or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any Global International body like World Bank/International Monetary Fund/World Health Organization etc. or any Indian State/Central Governments Departments or Public Sector undertaking of India

Date:

Signature of tenderer with seal

C	Nil
O	Nil
I	Nil

Signature & Seal of Tenderer

DECLARATION OF COUNTRY OF ORIGIN

(duly filled in the letter head of the OEM, scanned copy to be submitted in Cover-1)

This is to certify that:

- a. The Security Equipment's ('Name of the equipment' _____) are new.
- b. WE are the original manufacturer of the _____ ('Name of the equipment') at our works / factory address:

Hence, Country of Origin of the Security Equipment's _____ shall be _____.

Date:

Signature of tenderer with seal

C	Nil
O	Nil
I	Nil

Signature & Seal of Tenderer

CONSENT LETTER TO BE SUBMITTED BY THE APPLICANT/INDIAN SUBSIDIARY/
JOINT VENTURE COMPANIES FROM MANUFACTURER(S) LETTER HEAD
(duly filled, scanned copy to be submitted in Cover-1 :Technical Bid)

To

The Managing Director
Kannur International Airport Limited (KIAL),
Mattannur, Kannur-670702
Kerala, India

Name of Work:- Supply Installation Testing and Commissioning of Procurement of Hand Held Metal Detector(HHMD) including 3 year DLP at Kannur International Airport Limited..

I/We hereby submit our consent for M/s _____ (Name of the Indian subsidiary) to quote and provide our HHMD as a part of the tenderer for above mentioned work.

I/We undertake to SITC of HHMD at Kannur airport including 3 years defect liability period, through M/s _____ (name of the Indian subsidiary. In case of Unsatisfactory maintenance support by M/s _____ (name of Indian subsidiary) we, M/s _____, undertake to provide the product /system maintenance support to KIAL, either directly as decided by KIAL

Details of our experience(s) in the field of SITC of HHMD are submitted.

Thanking you,
Yours faithfully,

Authorized signatory with company seal of the OEM.

Date: _____

Place: _____

Countersigned by authorized signatory of Indian subsidiary

Date: _____

Place: _____

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

AFFIDAVIT

(To be submitted on non-judicial stamp paper (Rs. 500/-),
Scanned copy to be submitted in Cover-1 :Technical Bid)

E-Tender: Supply Installation Testing and Commissioning of Procurement of Hand Held Metal Detector(HHMD) including 3 year DLP at Kannur International Airport Limited..

SUBMISSION OF TENDER DOCUMENTS

1. The undersigned do hereby certify that all the statements made in the attachments are true and correct.
2. The undersigned hereby authorizes and requests any Bank person, Firm or Corporation to furnish pertinent information deemed necessary and requested by KIAL.
3. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of KIAL.
4. The undersigned also hereby certifies that neither our firms/companies have abandoned any work in India nor any contract awarded to us for such work has been rescinded in the past five years.
5. The undersigned also hereby authorizes KIAL and their authorized representative to conduct any enquiries or investigation to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical capability. This will also serve as authorization to KIAL representative to contact in person or otherwise, any individual or authorized representative of any institution referred to in the supporting information and obtain such information as may be required by him to verify statements and information provided in this application, or with regard to the resources, experience and competence of the Applicant.
6. The undersigned understands that furnishing of false information could result in disqualification.

(signed by Authorized signatory of the bidder)

Name of bidder.....

.....

Date

.....

Title of Officer

Encl: Requisite Power of Attorney

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

Power of Attorney for signing of Tender documents
(Duly filled, scanned copy to be submitted in Cover-I: Technical Bid)

Know all men by these presents, We _____
_____ (name of the Principal/firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **"Supply Installation Testing and Commissioning of Procurement of Hand Held Metal Detector(HHMD) including 3 year DLP at Kannur International Airport Limited."** for proposed Kannur International Airport, Kerala, India under the Kannur International Airport Limited (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____,
THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____
DAY OF _____ 2024

For

(Signature, name, designation and address)\

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

DOCUMENTARY PROOF TOWARDS CARRYING OUT SIMILAR NATURE OF
WORKS IN LAST 7 YEARS :CLIENT LIST

(duly filled, scanned copy to be submitted in letter head in Cover-1 :Technical Bid)

Details of similar nature of work in Airports in the last 7 years(Documentary proof : Completion certificate from the client shall be attached):

SL No.	Airport, Location of Airports	Details of Equipments supplied	Quantity	Work Order Reference No.	Actual date of completion	Completion cost (Supported with completion certificate from the client stating completion cost and actual date of completion)

** Note: We do not have any objection to you in contacting the client and taking their feedback on the supplies affected by us.

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & DATE :

Signature & Seal of Tenderer

C	Nil
O	Nil
I	Nil

UNDERTAKING FOR NOT Debarred by MHA-GOI

(duly filled in the letter head of the tenderer, scanned copy to be submitted in Cover-1)

we M/s undertake to state that our company and the products offered are not debarred by Ministry of Home Affairs(MHA)- Government of India(GOI) so far.

In the event of our company/products offered fail to be cleared by MHA-GOI I/we understand that our bids will not be accepted and is liable to be rejected by Kannur airport without any further notice.

Date:

Signature of tenderer with seal

C	Nil
O	Nil
I	Nil

Signature & Seal of Tenderer