

CORRIGENDUM-1

SUB:- E-TENDER FOR DESIGN & SITC OF TETRA DIGITAL COMMUNICATION SYSTEM FOR KIAL-REG

REF:- Tender Id No. 2016_KIAL_79467_1

The following ADDENDUM / AMENDMENTS are made in the NIT conditions:

SL No.	PARTICULARS	ADDENDUM / AMENDMENT
1	Ref : Page No. 5, Existing Clause of NIT, Section –III, General conditions of Contract, Part-A (Definition of Terms and Interpretations), Para (B): “KIAL” means Kannur International Airport Pvt. Ltd	The Clause may be read as : “KIAL” means “Kannur International Airport Limited”
2	Ref : Page No.14, Clause No. 8 Guidelines to Bidders, Para (2) of NIT Bidders (Including Foreign Nationals) should have a Class II or above Digital Signature (DSC) to be procured at their own cost from any Registration Authorities under the Certifying Agency in India (details available on www.cca.gov.in).The Office of Controller of Certifying Authorities (CCA), issues Certificate only to Certifying Authorities(CA).CA issue Digital Signature Certificate to end-user. Bidders can approach any one of the seven CAs for getting Digital Signature Certificate. The website addresses are given below: www.safescrypt.com www.idrbtca.org.in www.tcs-ca.tcs.co.in www.ncodesolutions.com www.e-Mudhra.com	The said Clause may be read as: Bidders (Including Foreign Nationals) should have a Class II or above Digital Signature (DSC) to be procured at their own cost from any Registration Authorities under the Certifying Agency in India (details available on www.cca.gov.in).The Office of Controller of Certifying Authorities (CCA), issues Certificate only to Certifying Authorities(CA).CA issue Digital Signature Certificate to end-user. Bidders can approach any one of the five CAs for getting Digital Signature Certificate. The website addresses are given below: www.safescrypt.com www.idrbtca.org.in www.tcs-ca.tcs.co.in www.ncodesolutions.com www.e-Mudhra.com
3	Ref : Page No.21, General conditions of Contract, Part-B, Clause No. 18 Taxes & Duties, Para (2) of NIT. As of now no service tax is applicable to	The said Clause may be read as: Exemption from service tax is available only for

	airport works as per Government guidelines. However in future, if service tax is applicable the same will be reimbursed on production of documentary proof	contract signed by the company prior to 1 st march 2015. As such Service Tax is applicable for this NIT.
4	<p>Ref: Page No - 4, Eligibility Criteria , Cl. No. 4 of NIT and Page No - 10, Part-B, General Terms & conditions Cl. No. 3.a of NIT</p> <p>Tenderers should have executed satisfactorily similar jobs and must satisfy the following Technical Eligibilities:</p> <p>a) At least carried out the SITC of minimum one similar job in single contract during the preceding 7 years in Airports or reputed firms, valuing not less than 80 % of the Estimated Amount.</p> <p>b) Document to be submitted: Purchase order from the client for SITC of PMR (TETRA) and an undertaking by the Bidder / OEM that they have installed the TETRA System in reputed firms and the same is presently in use at the site.</p>	<p>The clause may be read as:</p> <p>Tenderers should have satisfactorily completed similar jobs and must satisfy the following Eligibility Criteria:</p> <p>a) Bidder should have completed One job with Minimum 80 % of estimated amount OR Two jobs with Minimum 60 % of estimated amount in each job OR Three Jobs with Minimum 40 % of estimated amount in each job in the last seven years.</p> <p>b) Documents to be submitted: Towards a above i) Satisfactory Completion certificate from the client for SITC of PMR (TETRA/DMR Tier 3) work ii) Undertaking by the Bidder / OEM as per Annexure - 16 format)</p> <p>Note: As similar job means: Supply, Installation, Testing and Commissioning of TETRA System or Digital Mobile Radio-Tier 3 works.</p>
5	<p>Ref: Page No - 4, Eligibility Criteria, Cl. No. 1 of NIT and Pg No - 10, Part-B, General Terms & conditions, Cl. No. 2.1 of NIT</p> <p>Interested OEMs (Original Equipment Manufacturers) OR System Integrators OR Indian Subsidiary of Parent company of foreign OEM OR Joint Venture Company who have executed similar nature of works for reputed Govt. of India organizations like Metro Rail / National Security Guards (NSG) / Reserve Bank of India / Airports during the past 7 years.</p>	<p>The clause may be read as :</p> <p>Interested OEMs (Original Equipment Manufacturers) OR System Integrators OR Indian Subsidiary of Parent company of foreign OEM OR Joint Venture Company who have executed similar nature of works for reputed State/Central Govt. Department/organizations of India, like Metro Rail / National Security Guards (NSG) / Reserve Bank of India / Airports, Police Department during the past 7 years.</p>
6	Ref: Cl No. 37 of GCC Page No.36 of NIT (Insolvency and Breach of Contract)	The said clause stands amended refer Annexure A

7	<p>Ref: Page No. 59 of NIT, Cl No.2(a) System Controller & Radio of Technical Requirements & Specification</p>	<p>The clause may be read as :</p> <p>All system equipment mentioned below, should be functionally compatible to each other duly complying the technical specification.</p> <p>(i) TETRA Switch/Trunking Controller (ii) Base Station/Repeaters (iii) Radios(Handheld/Fixed/Mobile)</p> <p>Approved Make:</p> <ol style="list-style-type: none"> 1. Base Station/ Repeaters & Radios (Handheld /Fixed/ Mobile):- Motorola/ Sepura/ Hytera/ EADS/ DAMM/ Rohde/ Thales 2. TETRA Switch/Trunking Controller:- compatible to (1) above.
8	<p>Ref: Page No. 83 of NIT, Cl No.19 Para 1 AVLS (Automatic Vehicle Locating System) of Technical Specification</p> <p>“The bidder shall propose AVLS gateway in order to monitor the movement/ real time position Mobile/Hand portable radios at the Site. Contractor should quote its rate separately as rate only item also. KIAL will provide Site Map of Kannur Airport in jpg format.”</p>	<p>The said clause may be read as</p> <p>“The bidder shall provide AVLS (Automatic Vehicle Locating System) gateway in order to monitor the movement/ real time position Mobile/Hand portable radios at the Site. The quote for the said facility shall be included in the BOQ Sl No.4.1. Site Map of Kannur Airport in pdf format is attached.</p>

All other terms and conditions of the technical bid remains same. Consequent to the above the bid submission and tender opening date are extended for a period of another 15 days (Please refer Corrigendum-2). Bidders are requested to submit their quotes accordingly.

S/d
MANAGING DIRECTOR

37. 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.
- 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 Ltd 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 :-
 - 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 Performance Guarantee 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 Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.