

On Non Judicial stamp paper of Rs.200/-

FORMAT OF AFFIDAVIT

BEFORE THE MANAGING DIRECTOR, KANNUR INTERNATIONAL AIRPORT
LIMITED, THIRUVANANTHAPURAM

AFFIDAVIT

(Pursuant to Clause 6.4.4 and 10 of RFP)

I, _____(Name of the Authorised Person) son of ____ aged
..... residing at _____ working as _____
(Designation) with M/s _____ (Name of the Company)
having its Registered Office at _____ , do hereby solemnly
affirm and state as under:

- 1) I am the _____ (Designation) of
_____ (Name of the Company) and I am duly
authorised by _____ (Name of the Company) vide
Power of Attorney dated _____, which is still in force and
effect, inter alia to execute any contract for and on behalf of
_____ (Name of the Company) and also affirm any
statement/Affidavit before any Authority and any such affirmation by
myself shall bind _____(Name of the Company) to
the same.
- 2) Kannur International Airport Limited (hereinafter referred to as “KIAL”)
has issued a Request for Proposal (hereinafter referred to as “RFP”) for
Kannur International Airport Project Consultancy on 12 September 2012.
- 3) Clause 6.4.4 of the said RFP stipulates that “Any entity which has been
barred by the Central / any State Government in India (or any entity

controlled by them), from participating in any project, and the bar subsists as on the date of Proposal/Bid, would not be eligible to submit a Proposal/Bid. A bidder should, in the last three years, have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder". The bidder is required to give an affidavit to that effect.

4) I, _____ on behalf of _____ (Name of the Company) do hereby solemnly affirm and state that the bidder (Name of the Company and/or any of the member of the consortium do not suffer from any inhibitions referred to in Clause 6.4.4 of the RFP issued by KIAL with respect to any contracts/projects. It is reiterated that _____(Name of the Company) and or any member of consortium has no subsisting action of debarment/blacklisting by any client for any project/contract as on _____(Date of Proposal) of _____(Name of the Company) for the airport project of KIAL, or thereafter. It is also reiterated that _____ (Name of the Company) and or any member of consortium have neither failed to perform on any agreement as evidenced by imposition of any penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach on our part.

5) I, on behalf of _____(Name of the Company) hereby further declare and agree that KIAL has the absolute right to cancel or terminate the contract awarded to our company if it is later found out that there is misrepresentation of facts and violations of the conditions contained in Clause 6.4.4 and Clause 10 of the RFP. We agree and undertake to indemnify KIAL from any costs, price escalation etc., including higher differential fee required to be paid to another consultant appointed by KIAL, advertisement and other charges for selection and appointment of such Consultant, in case _____ (Name of the Company) is found to be disqualified for violations of Clause 6.4.4 and Clause 10 of RFP including forfeiture of EMD/Security deposit.

IN WITNESS WHEREOF I, _____ (Name of Authorised Person), the deponent above named have executed these presents in my name and for and on behalf of

_____ (Name of the Company) on this ____ day of
_____ 2012 at _____ (Place).