

NIT: KIAL/ENGG-E/MRS-O&M/02/2020

Date: 26 November 2020

I- NOTICE INVITING e- TENDER
(e-tender ID:2020_KIAL_400115_1)

Digitally signed and sealed (Encrypted) item rate on line e-Tenders are invited by KANNUR INTERNATIONAL AIRPORT LTD (Kannur Airport), REGISTERED OFFICE, KARA-PERAVOOR P.O., MATTANUR, KANNUR, KERALA, INDIA, 670702 on behalf of Kannur Airport BOARD from enlisted Class-A or class 1 (All HT) Electrical contractors of CPWD/MES/P&T/Railways/AAI/Private Airports/Kerala State PWD/Kerala State PSU's having Permanent Account Number (PAN), who have executed similar nature of work as detailed in Eligibility criteria may submit their application forms online along with necessary supporting documents at <https://www.etenders.kerala.gov.in> on or before due date of submission.

Name of work	Operation and Maintenance of Electrical Installation at Main Receiving station(MRS) and allied works at Kannur International Airport Ltd.	
Tender Number	KIAL/ENGG-E/MRS-O&M/02/2020	
Estimated cost	Rs.1,06,24,940 Lakhs/- (Rupees One Crore six Lakhs Twenty Four Thousand Nine Hundred and forty Only)	
Period of completion	3 Years (36 months).	
Earnest Money Deposit.	Rs 50,000/- (Rupees fifty thousand only). To be submitted on line. Please refer NIT clause no.22&20.	
Cost of tender document	Rs 5,950/- (Inclusive of GST) To be submitted on line. Please refer NIT clause no.20.	
Tender document download sale	Start date : 27/11/2020, 1600 Hrs	End date : 14/12/2020, 1700Hrs
Clarifications	Start date : 27/11/2020, 1600 Hrs	End date : 07/12/2020, 1700Hrs
Bid submission (Pre-Qualification, Technical Bid and Financial Bid)	Start date : 27/11/2020, 1600 Hrs	End date : 14/12/2020, 1700Hrs

Pre-Qualification & Technical Bid opening date & Time	17/12/2020,1700Hrs
Financial bid opening date and Time.	Will be notified after the Technical Bid opening process.

II (a) ELIGIBILITY CRITERIA:

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

Ref. No.	Qualifying criterion / parameter / supportive document	Supporting Document must have the following salient information which Kannur Airport would like to note
1.	Name and Registered office Address of Contractor with Telephone, Email.	A copy of proof to be submitted.
2.	Registration Details:- Agency Should have valid Registration of appropriate category or empanelment for similar works or similar work done on the Date of issue of Tender in CPWD/MES/P&T/Railways/AAI/Private Airports/Kerala State PWD/Kerala State PSU	A copy of proof to be submitted.
3.	“A” Class or Class I (ALL HT) Electrical Contractor’s License:- Agency should have valid Electrical contractor’s license.	A copy of proof to be submitted.
4.	Experience details:- Experience in similar nature of work means, agency should have satisfactorily completed the operation and periodic maintenance of 33KV or above voltage grade substation in line with any one of the following criteria during last seven years ending on 31/03/2020. Each work should have minimum 2 Years of duration. a) Completion certificates for three similar nature of works, each costing not less than INR 42.50 Lakhs. b) Completion certificates for two similar nature of works, each costing not less	i) Copy of the completion certificate, award letter and schedule of quantity of Three/Two/One work to meet the eligibility criteria. ii) Completion certificate shall have reference to the work order, date of completion and value of work.

	<p>than INR 53.13Lakhs.</p> <p>c) Completion certificate for one similar nature of works, each costing not less than INR 85 Lakhs.</p> <p>Note: Work in progress but completed two years of maintenance successfully with the required value also will be considered.</p>				
5.	PAN/ GST registration/Sales Tax registration	Copy of the PAN card/ GST registration/ Sales Tax registration			
6.	Annualized average financial turnover equivalent to INR 31.88 Lakhs against works executed during last three financial years. As a proof, copy of Abridged Balance Sheet of the firm with profit and loss account / certificate from the chartered accountant shall be submitted along with the application. As per Schedule "A	Year	Turnover	Average Turnover	Abridged Balance Sheet / P&L Statement
		2017-18			Yes/ No
		2018-19			Yes/ No
		2019-20			Yes/ No
7.	Details of PF and ESI registration	Copies of valid PF and ESI registration certificate			
8.	<p>T&P</p> <p>(a) On Ownership basis</p> <p>(b) On lease/ hire basis</p>	Details to be submitted in letter pad.			
9.	The Bidder should not have been blacklisted either by Kannur Airport or any of the reputed organization in India.	Self-declaration by the Bidder in the letter head duly signed and sealed. (Annexure-9 format).			

The tenderer shall submit the documents as per the Annexure-2 & 3.

1. **SCOPE OF WORK**

Operation and Periodic maintenance of Electrical & mechanical installation of 33kV Receiving station, Flag mast and panel at airport site, Aviation Obstruction Light at Peralimala Hills and Aviation Obstruction Light at Edavelikkal Hills of Kannur International Airport Ltd as per the scope of work mentioned in the Special conditions of contract.

2. The work has to be executed as per the Bill of Quantities (BoQ) in conjunction with special conditions of contract and terms & conditions given in this tender document.

3. **Period of work:-**

The work “Operation& periodic maintenance” is required to continue up to the period of completion as mentioned at serial No.3 in Schedule E. This period shall be reckoned from the 10th day after the date on which Kannur Airport issues written orders / Letter of intent to commence the work.

3.1. Kannur Airport reserves the right to place orders as a whole or in parts to different agencies depending upon site requirements/financial quoting.

3.2. The word ‘operation’ means deploying Qualified and Experienced man power in shifts for operating the complete system associated with 33KV Main Receiving station (MRS) and other sites as per scope .Operation of MRS shall be in shifts as specified in the tender documents. Details of operation is appended in clause no: 2 of special condition of contract.

4. Not more than one offer shall be submitted by a bidder. No two or more concerns in which an individual is interested as Proprietor and/or partner shall Tender for the execution of the same work. If, they do so, all such Tenders shall be rejected.

5. The Accepting Authority shall be as mentioned at serial no. 4 in Schedule -Eand hereinafter, referred to as such for the purpose of this contract.

6. The offer shall be submitted at the e-tender portal not later than the dates as mentioned in clause no. 20.1 of notice inviting tender.

7. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders. Agency shall have to verify access to the site, the accommodation they may require, working conditions including space for stacking of materials, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Tender. A 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.
8. 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 works.
9. Tender documents can be downloaded and submitted on line through the e-Procurement portal www.etenders.kerala.gov.in. as per the guidelines, Terms and conditions etc., stated in the Tender document. Tenders shall be submitted up to the date and time as mentioned in clause no.20.1 of notice inviting tender in the e-tender portal only.
10. A responsive tenderer is one who submits priced e-Tender and accepts all terms and conditions of the specifications and contract documents.
11. 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 Kannur Airport as required in the specifications and contract documents. Any modification in the terms and conditions of the Tender which are not acceptable to Kannur Airport shall also be treated as a major modification and such tender will be rejected.
12. 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.

13. The Tenderer shall not be permitted to Tender for works in Kannur International Airport Ltd, Engineering Department responsible for award and execution of contracts, in which his near relative is posted as Manager Finance & Accounts or Sr. Officer or as an engineer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Kannur International Airport Ltd. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years.
14. The tenderers shall give a list of Kannur Airport employees related to him if any.
15. No Engineer equivalent to Gazetted rank or other Gazetted Officer of equivalent rank in Central/state Government Department employed in Engineering or Administration duties in an Engineering Department of Kannur International Airport Ltd/ Govt. of Kerala is allowed to work as a contractor for a period of two years of his retirement from Kannur International Airport Ltd / Government service, without the prior permission of appropriate authority. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Kannur International Airport Ltd /Govt. of Kerala as aforesaid before submission of the Tender or engagement in the contractor's service.
16. The Tender for the work shall remain open for acceptance for a period of 120 days from the date of opening of e-Tenders (**Technical Bid**).
17. All the payments of contract in INR shall be payable to the contractor only. No direct correspondence from associate/Accredited agent shall normally be entertained by Kannur Airport. Any default by associate/accredited agent shall be sole responsibility of contractor. In case of any lapse/violation by the associate/accredited agent action shall be taken as per the terms of the agreement against the contractor only.
18. The tenderer should study the complete tender document. In order to facilitate Kannur Airport to prepare responses, the interested tenderers are requested to submit their queries, in e-tender portal only, prior to the scheduled date of the submission of e-tenders mentioned in the clause no 20.1. Tenderers queries will be replied through e-portal only. Any bidder submitting queries other than through e-portal will be treated as invalid and will not be replied and violation of tender conditions. In such case their tender is liable to be rejected. The decision of Kannur Airport in this regard will be final and binding on the agencies.

19. GUIDANCE FOR SUBMISSION OF TENDER

19.1. Cost of Tendering

Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

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

19.2. Language and Currency:

A. Currency :

- 1) Firms shall quote in Indian Rupees (INR) only for all the items in the Price Bid i.e. in the Bill of Quantity (BOQ).
- 2) Cost of supply of tools, tackles, manpower, consumables, all taxes, duties, the local transport ,insurance for labours, testing, operation and maintenance activities shall be included in the BOQ (Bill of Quantity) quote.
- 3) This is an item rate tender, only rates quoted shall be considered. Tenderer should quote the rates in figures only and corresponding words will generated automatically (In English Language only). The rates quoted in figures shall be in International numerals and whole numbers. The amount for each item should be worked out and the all requisite totals given. Special care shall be taken while making entry of rate in figures. Any tender offers percentage below/above the estimated cost (percentage of tender) is liable to be rejected.
- 4) The tenderer should note that Indian rupees Payment (INR) as given in Financial bid shall be payable to them for all elements of quote.
- 5) Price bids are invited exclusive of GST. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Dep't of Govt. of India/ Govt. of Kerala by the bidder. In no case Kannur Airport will be responsible for considering the tax exemptions in the submitted bid, but Kannur Airport can arrange necessary papers to obtain the tax exemption

from respective Govt. Departments. If any tax exemption available, the same would be transferred to Kannur Airport.

B. Language :

- 1) The rates shall be quoted in English language and international numerals. The rates shall be in whole numbers. The tender prepared by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the Kannur Airport, 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.
- 2) 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 apostle notarized.

19.3. Tendering Process:

- i) This tendering is carried out through e-procurement System of National Informatics Centre via the Kerala State IT Mission is an open e- tender process consists of 3 Covers as follows :

Cover-1: Compliance statement (**Annexure-1**) duly filled confirming the online submission of the Tender Fee and Earnest Money Deposit (EMD) by the tenderer.

Cover-2: The Tenderer shall submit the Pre and Technical Bid-Qualification documents Compliance statement (**Annexure- 2 & 3**) duly filled in, along with the scanned copies of the documents.

Cover 3: Financial Bid **The Tenderer shall upload the duly filled Bill of Quantity in BOQ.xls file document.

****Note:** The blank price bid (BOQ.xls file) should be downloaded and saved on bidder's computer without changing file-name otherwise bid will not get uploaded. The bidder should fill in the details in the same file and upload the same to the website.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload. Bidders are supposed to enter only bidders name and rates in INR in the BOQ. If this condition is found to be violated, the offer of this bidder is liable to be rejected and EMD forfeited.

- ii) **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.
- iii) Bidders have to submit their documents pertaining to the Pre-Qualification Criteria /Technical Criteria and Financial Quote, strictly on line, in the website www.etenders.kerala.gov.in. No manual submission is allowed and manual bids shall not be accepted under any circumstances.
- iv) Notification of Award of contract will be made in writing to the successful Tenderer by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Tenderer offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.

Successful tenderer is required to furnish a Security Deposit (**Annexure-6A**) in the form of Bank Guarantee for an amount of 2.5 % of the yearly contract value to Kannur Airport immediately after award but before signing of agreement in case recovery from monthly bill is not opted. The successful tenderer awarded with the work is also required to submit performance guarantee (**Annexure-6B**) for an amount of 5 % of the contract value which shall be furnished within 30 days of issue of work order. Non submission shall be a breach of contract.

- v) A responsive tenderer is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents.
- vi) **Pre- Bid & Technical Bid Qualification documents:** The Pre-Bid & Technical Bid Qualification documents of the bidders who have submitted the Tender Fee and Earnest Money Deposit online as per the tender conditions will only be opened and evaluated.
- vii) **Pre -Bid Meeting:** The Qualified bidders may be called for a Pre-Bid meeting if required, prior to the Financial Bid Opening.
- viii) **Financial Bid:** Only the Financial Bid of the Bidders who have qualified in the Pre-Bid and Technical Bid as per the tender conditions and accepted by Kannur Airport will be opened on a later date, with prior notification.

- ix) **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

19.4. **GUIDELINES FOR PARTICIPATING IN e-TENDER:**

- 1) Tender documents can be down loaded from the Web site www.etenders.kerala.gov.in. The bids shall be submitted online through this portal.
- 2) Bidders 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 following 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) Subsequently, bidders have to register (one time process) on the website www.etenders.kerala.gov.in for participating in this tender. For any type of assistance, bidders may contact the e-procurement support desk of Kerala State IT Mission through email : etendershelp@kerala.gov.in with a copy to etenderenquiry@kannurairport.in

Telephone : 0471-2577088 / 2577188 / 2577388

OR

0484-2336006 / 2325262

- 4) The bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD. Finally click on “Freeze bid” link /icon to complete the submission process (which is necessary for the successful submission)

For detailed instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the Home page.

20. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

The bidder shall pay, a tender document fees of Rs. 5,950/-(inclusive of GST) and Earnest Money Deposit of Bid security of Rs 50,000/-. The Bid security is required to protect Kannur Airport against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-payment facility provided by the e-procurement system:

i) STATE BANK OF INDIA (SBI) INTERNET BANKING :

If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-procurement system will re-direct the bidder to SBI's Internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

ii) NATIONAL ELECTRONIC FUND TRANSFER (NEFT) / REAL TIME GROSS SETTLEMENT (RTGS) :

- a) If a bidder holds bank account other than SBI then, during the online bid submission process, bidder shall select NEFT / RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-procurement system.
- b) Bidders are advised to exercise NEFT mode of payment option at least 48 hours and RTGS payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.
- c) The Bidder need to generate fresh NEFT / RTGS challan form for this tender for making the on line fee payment. Using Old challan forms pertaining to any of the earlier tenders / re-tenders for making the on line fee / EMD

payment will not be accepted by the e-Procurement System and will result in rejection of bid.

NEFT / RTGS Payment Guidelines:

- i) Bidder should ensure that the tender document fees and EMD are remitted as one single transaction.
- ii) Bidder should ensure that the tender document fees and EMD are remitted only to the account number given in the remittance form provided by the e-procurement system for that particular tender.
- iii) Only NEFT / RTGS remittance are allowed. Bidder must ensure that the banker does NEFT / RTGS transaction only (for above 2 lakhs payments as per RBI guidelines). No other payments modes are accepted.
- iv) Bidder should ensure that the amount being remitted is exactly the same as shown in the remittance form. In case of shortage, the tender will be cancelled.
- v) Bidders should ensure that the remittance confirmation (UTR number) received after NEFT / RTGS transfer should be updated as it is, in the e-procurement system for tracking the payment.
- vi) The remittance form provided by the e-procurement system shall be valid for that particular bidder and bid only and should not be re-used for any other tender or bid or by any other bidder.
- vii) Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier / contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

20.1. CRITICAL DATES :

SL No.	EVENT	DATE and TIME	
1	Document Download Sale	Start Date : 27/11/2020,1600 Hrs	End date : 14/12/2020,1700 Hrs
2	Clarification	Start Date : 27/11/2020,1600 Hrs	End date : 07/12/2020,1700 Hrs
3	Bid Submission	Start Date: 27/11/2020, 1600 Hrs	End date :14/12/2020, 1700 Hrs
4	Pre-Qualification& Technical Bid Opening Date	17/12/2020,1700 Hrs	
5	Financial Bid Opening Date	Will be notified after the Technical Bid opening process	

NOTE**

- i) Kannur Airport may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

21. Clarification on Tenders:

- a) All enquiries/clarifications in connection with this tender should be addressed to the Managing Director, through clarifications in the e-Procurement system (Tender management). The Clarifications / queries shall be replied through the e-Procurement System. The clarification/queries send other than through e-portal will not be considered and replied. Such act will be termed as violation of tender condition and action as deemed fit will be taken including black listing by Kannur Airport and will be binding on the bidder.
- b) To assist in the examination, evaluation and comparison of Tenders, the Kannur Airport may, at its discretion, ask the Tenderer for a clarification. All responses to requests for clarification shall be through the e-Procurement System only.
- c) Kannur Airport may, at its discretion, extend the deadline for the submission of Tender by amending the Tender Documents in accordance with Clause 20.1 of NIT, in which case all rights and obligations of

Kannur Airport and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

21.1. **Late Tenders:**

Any tender submitted by the Tenderer after the deadline for submission of Tenders will not be accepted in the e-Portal.

21.2. **Modification and Withdrawal of Tenders:**

a. No Tender shall be modified subsequent to the deadline for submission of Tenders.

b. No Tender shall be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified.

21.3. The tenderer should download the tender document or any other file from the “Tender Documents” or “Amendments/Corrigendum” uploaded in the: www.etenders.kerala.gov.in-tendering portal and upload the digitally signed file of the same along with the unconditional acceptance in the Cover-2 “Pre- bid & Tech Bid qualification” section of “Bid Invitation Technical/attachment” in e-tendering portal.

Tender for the work shall be submitted online through e-tendering portal as detailed below.

21.4. Rates to be quoted in “**Items**” section only. Before quoting rates in “Items” Section in financial bid, the bidders are advised to read the full description of respective items & unit of Bill of Quantities (BoQ) in conjunction with the short description of items & unit.

21.5. The rates for individual item has to be quoted clearly along with **discount** if any excluding GST .The firm’s GST Registration number (GSTN) shall be given in Annexure -2.

21.6. The tenderer shall submit tender documents in the e-tender portal only on or before the due date and time for submission of tender specified in clause no. 20 .1 of notice inviting tender.

22. **Earnest Money Deposit (EMD) :**

- 22.1. Tenders not submitted the requisite earnest money will be rejected. In the case of any extension of tender opening date, tenderer shall arrange to extend validity of such EMD (on line payment) suitably.
- 22.2. On acceptance of the Tender, the earnest money will be treated as part of the security deposit. The EMD of the successful tenderer will be returned if the tenderer furnishes the security deposit.
- 22.3. Kannur Airport will return the EMD where applicable to every unsuccessful tenderer except as provided in the tender document.
- 22.4. If the successful tenderer fails to submit the Security deposit (SD) or fails to enter into a contract agreement with Kannur Airport within 30 calendar days after the date of issue of letter of acceptance of bid, EMD amount shall be forfeited, besides cancellation of contract/award and banning of the agency for a period up to 3 years from participation in KIAL Tenders.
- 22.5. No interest or any other expenses, whatsoever on the EMD will be payable by Kannur Airport.
- 22.6. The Tender EMD shall be forfeited in the following case also
- a) If a tenderer withdraws its tender during the period of tender validity specified in the tender conditions.
 - b) In the case of a successful Tenderer, if the Tenderer fails.
 - i. To sign the Contract in accordance with **Clause 22.4.**
 - ii. In case of any false information/document submitted by tenderer.
 - c) Violation of tender conditions. Decision of Kannur Airport in this regard will be final and binding on the tenderer
23. The security deposit shall be as per GCC clause no. -9, page no. GCC -5-6.
24. **Procedure for quote of tender (Financial Bid):**

- 24.1. Prices indicated in BOQ.xls file in (soft copy) shall be for the work site mentioned in the scope and entered in the following Manner:
- 24.2. The rate quoted shall be exclusive of GST which will be paid extra on production of proof.
- 24.3. The bidder shall quote only one price for each item of same specification against the nomenclature in BOQ.xls.
- 24.4. The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation/escalation on any account, except the minimum wage revision
- 24.5. **The tender (Bid) shall remain valid for a minimum of 120 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 Kannur Airport. 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.
- 24.6. 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.
- 24.7. DELETED
- 24.8. All rates shall be quoted in the **Item Section** in Conjunction with BOQ (Financial Bid).
25. **Kannur Airport's Right to Vary Quantities:**
- Kannur Airport reserves the right within the contract period to increase/decrease up to Thirty percent ($\pm 30\%$) for the "Job/Supply" items and 6 months for Operation and maintenance items with the same terms & conditions.
26. **Power of attorney/authorization for signing tender:**

- 26.1. Only the Power of Attorney/Authorization holder of the tenderer on whose name the tender has been issued shall sign the Tender documents. Tender signed by the agent/representative shall not be considered and shall be rejected. Scanned copy of tender documents shall be submitted in the e-tender portal only.
- 26.2. The name and designation of the person or persons of the company who is authorized to sign shall be clearly indicated in the authority letter.
- 26.3. In the event of the tender submitted by a partnership firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of-Attorney authorizing him to do so by the partners. A certified copy of the Power-of-Attorney issued by the company/partnership firm shall be produced with the tender along with evidence of registration of partnership firm / company firm shall be produced with the tender along with evidence of registration of partnership firm / company **Annexure-8** in format as shown in.

27. DELETED

28. **PROCEDURE FOR OPENING OF TENDER**

Following steps shall be followed for opening of tender documents.

- 28.1. The Fee cover (Cover-1)and Pre qualification cum Technical Bid document (cover-2) shall be opened on scheduled tender opening date in the e-tender portal. If the prescribed form along with other documents like Authorization for signing tender, Unconditional Acceptance, Letter along with an Under taking as per Check list, Annexure-9 etc. are not uploaded before the due date of submission of tender , such tender shall not be considered and liable to be rejected.
- 28.2. The Financial bid only of those tenderers whose Technical Bid has been accepted by Kannur Airport will be opened.

29. **COMPARISON AND EVALUATION OF TENDER**

- 29.1. Prior to detailed evaluation, Kannur Airport will determine the substantial responsiveness of Tender document. A substantial responsive Tender is one, which conforms to all the terms and conditions of the Tender.

- 29.2. A tender is determined as not responsive, if tender is submitted incomplete, annexure are not filled up, unconditional acceptance letter and power of attorney etc. not found in proper form, such tenders are liable to be rejected by Kannur Airport.
- 29.3. Once the tenderer has given unconditional acceptance to Kannur Airport's tender conditions in its entirety, he is not permitted to put any remark(s)/condition(s) with the tender document.
- 29.4. In case the condition 29.2 mentioned above is found violated after opening Technical Bid, the tender shall be summarily rejected and Kannur Airport shall, without prejudice to any other remedy, be at liberty to forfeit the 10% of said earnest money.
Only those tenderers whose Technical Bid documents are acceptable to Kannur Airport will be examined and their techno-commercial (Financial) bid shall be evaluated to determine whether they are complete, meets tender requirements, free from computational errors, whether the data have been properly filled up, and whether the requisite documents as detailed have been submitted in conformity to the Tender specifications, drawings and conditions.

30. **Financial bid:-**

Financial bid of only those tenderers whose Technical Bid documents are acceptable to Kannur Airport will be evaluated as under:

- I. The tenderer has to quote for all the items mentioned in the BOQ. If any item left unquoted the rate will be considered as zero and the lowest offer will be finalized accordingly. Even then the agency has to execute the full scope of work exactly as per the terms and condition of the tender.
- II. The cost which is to be reimbursed by Kannur Airport on production of documentary proof shall not be taken into consideration for evaluation of Bids.

31. **REJECTION OF TENDER: -**

- 31.1. Kannur International Airport Ltd reserves the right to reject all the tenders or any of the tender or any part of tender without assigning any reason.

- 31.2. Kannur Airport reserves the right at its sole discretion not to award any work under this tender. Kannur Airport shall not pay any costs or loss incurred by the tenderers in the preparation and submission of any requisite tender or technical proposal or to procure contract for any of the items described herein.
- 31.3. If the tenderer deliberately gives wrong information or suppress any information in his Tender, Kannur Airport reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and to forfeit the Earnest Money/Security deposit absolutely, in addition to any other appropriate/legal action or banning the agency in future KIAL tenders, black listing etc
- 31.4. Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by firms who resort to canvassing are liable for rejection.
- 31.5. Any deviation in the Tender submission procedure will be considered as non-responsive bid and liable to be rejected.
- 31.6. A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.
- 31.7. Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
- 31.8. The tenderer is expected to examine the tender document including all instructions, forms, terms, specifications, drawings, etc. Failure to furnish all information required as per the tender documents or submission of a tender not substantially responsive to the tender document in any respect may result in the rejection of the tender.
- 31.9. The work being executed under this tender shall be in operational/ Security areas of the airport also. Kannur Airport reserves the right to accept or reject the tender in full or in part if so required due to security reasons.
- 31.10. A Tenderer shall submit the Tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected.
- 31.11. Any tender not accompanied with compliance statement for submission of EMD will be considered non responsive and rejected.

32. The documents / data of the tenderers accompanied in Technical Bid shall be scrutinized and processed by the Kannur Airport to ensure whether the same are in conformity with the eligibility criteria and technical specification of the tender. It shall, therefore, be in tenderer's interest to give complete and comprehensive technical particulars/description and details etc. along with bid as required in Technical Bid.
33. No correspondence shall be entertained from the tenderers after the opening of the Tender, other than asked by Kannur Airport for any clarification if required by Kannur Airport.
34. Kannur Airport shall be the sole judge in the matter of evaluating & accepting technical bids, financial bids and award of contract and the decision of Kannur Airport shall be final and binding.
35. **ADDRESS FOR CORRESPONDANCE**
Address for correspondence in respect of this tender is mentioned below.

CHIEF PROJECT ENGINEER (E),
KARA-PERAVOOR P.O.,
MATTANUR, KANNUR,
KERALA, INDIA, 670702
E-mail: dileep@kannurairport.aero

36. **Period of validity of tender:**
- i The tender for work shall remain open for acceptance for a period of 120 days (One twenty days) from the date of opening of e- tenders (Cover 1 &2). If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to Kannur Airport, then the Managing Director, Kannur Airport shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.
- ii Notwithstanding **Clause 36 (i)** above, Kannur Airport solicit the tenderers consent to an extension of the period of tender validity. The requests and the responses thereto shall be made in writing or by email. If the tenderers agrees to the extension request, the validity of the EMD provided under **Clause 22 of NIT** shall also be suitable extended. A tenderer agreeing the request will not be permitted to modify their bid.

MANAGING DIRECTOR,
KANNUR INTERNATIONAL AIRPORT LTD