

NOTICE INVITING TENDER

TENDER DOCUMENT

(No: KIAL/P&S/NIT/SEC/2020/12/01)

NAME OF WORK: SUPPLY OF B R JACKETS & BR HELMETS AS PER THE STANDARDS DEFINED IN *IS-17051:2018 ISSUED BY BIS & AMENDMENT NO 1 JULY 2020* TO KANNUR INTERNATIONAL AIRPORT.

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Certified that this NIT document contains serially numbered pages from 1 to 52 which includes the stated above.

S/d
MANAGING DIRECTOR

| | |
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| C | Nil |
| O | Nil |
| I | Nil |

Signature & Seal of Tenderer

KANNUR INTERNATIONAL AIRPORT LIMITED.,
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Signature & Seal of Tenderer

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SECTION II :- NOTICE INVITING TENDER

Tenders are invited by the Managing Director through Procurement (Tender), on behalf of the Kannur International Airport Limited, for the **Supply of Bullet Resistant Jackets and Helmets** for the usage of CISF Personnel deployed at Kannur International Airport Limited.

| | | |
|--------------------------------------|--|---|
| Name of Work | SUPPLY OF B R JACKETS & BR HELMETS AS PER THE STANDARDS DEFINED IN <i>IS-17051:2018 ISSUED BY BIS & AMENDMENT NO 1 JULY 2020</i> TO KANNUR INTERNATIONAL AIRPORT. | |
| Tender Number | KIAL/P&S/NIT/SEC/2020/12/01 | |
| Completion Period | 180 Days | |
| Earnest Money Deposit / Bid Security | Rs.15,000/- (Rupees Fifteen thousand only) to be submitted through Demand Draft. EMD to be submitted in the form of Demand Draft from any National/Scheduled Bank favoring Kannur International Airport Ltd and payable at Kannur. Must be enclosed in the Technical Bid. | |
| Cost of Tender Document | Rs.1190 /- inclusive of GST (to be submitted through net banking/Demand Draft) Tender document fee to be submitted in the form of Demand Draft from any National/Scheduled Bank favoring Kannur International Airport Ltd and payable at Kannur. Must be enclosed in the Technical Bid. | |
| Document Download sale | Start Date: 22 December 2020 | End date: 8 January 2021 up to 1200 hrs |
| Clarification | Start Date: 22 December 2020 | End date: 29 December 2020 up to 1700 hrs |
| Bid Submission | Start Date: 31 December 2020 | End date: 8 January 2021 up to 1700 hrs |
| Technical Bid Opening Date& Time | 11 January 2021 at 1100 Hrs | |
| Financial Bid Opening Date | Will be notified after the Technical Bid opening. | |

Signature & Seal of Tenderer

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Eligibility Criteria:

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

| SL No. | CRITERIA | DOCUMENTARY PROOF TO BE SUBMITTED |
|--------|--|---|
| 1. | <p>The Bidder shall be:</p> <p>i. OEMs (Original Equipment Manufacturers)</p> <p>OR</p> <p>ii. Indian Subsidiary of foreign OEM/parent company of foreign OEM</p> <p>OR</p> <p>iii. Joint venture companies who have executed similar nature of work in the Joint Venture Company name.</p> <p>OR</p> <p>iv. Authorized dealer of OEM who have executed similar nature of work in their name.</p> <p>Note:-</p> <p>i. The above entities shall have experience in supplying similar items to any of the International/ Domestic Airports/ Government of India organizations/ Central Gov. Departments/ State Gov. Departments/PSU's during the past 5 years and meeting the eligibility criteria and shall have own service center in India to ensure smooth implementation, project management and onsite maintenance service.</p> <p>ii. Consortium Companies shall not be permitted.</p> | <p>a. Brief profile of the Company: Scanned copies of supporting documents to be submitted duly signed and sealed.</p> <p>b. Registration certificate of the firm including the address of their factory.</p> <p>c. Scanned copy of Articles of Memorandum of Association or Partnership Deed or proprietorship deed duly signed and sealed, as the case may be.</p> <p>d. Details of responding form in the format given in Annexure-8</p> |
| 2. | <p>i) Tenderer should have a minimum annualized average financial turnover of Rs. 3 Crores from sales and services during the last three years.</p> <p>ii) The Agency should not have made any loss in the last 3 Financial years</p> | <p>i) Audited Balance sheet and P&L statement for the last three Financial years / Certificate from the auditors regarding turnover.</p> |
| 3. | <p>Tenderers should have satisfactorily completed similar jobs which meets the following Eligibility Criteria:</p> | <p>i) Satisfactory Certificate from the client for Supply of Bullet Proof Jackets and Helmets duly stating the cost and actual date of supply.</p> |

Signature & Seal of Tenderer

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| | <p>a) Bidder should have completed One job with value of Rs 10 lakhs or above OR Two jobs with value of Rs 5 lakhs or above OR Three Jobs with value of Rs 3.5 lakhs or above in the last seven years.</p> <p>Note: Similar job means: Supply of BR Jackets and BR Helmets to any of the International/ Domestic Airports/ Government of India organizations/ Central Govt. Departments/ State Govt. Departments/ PSU's/Para military forces.</p> | <p>ii) Purchase order/acceptance letter from the client for Supply of Bullet Proof Jackets and Helmets</p> <p>iii) Client list as per Annexure – II format)</p> |
| 4. | The Bidder should not have been blacklisted by any of the organization in India. | Self-declaration by the Bidder in the letter head duly signed and sealed (Annexure-7 format). |

Tender documents can be downloaded and submitted either through sealed envelope or through email as a password protected file 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

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| C | Nil |
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SECTION III-GENERAL CONDITIONS OF CONTRACT (GCC)

Part-A

DEFINITION OF TERMS AND INTERPRETATIONS

Singular & Plural

Where the context so requires, words importing the singular only also include the plural and vice-versa.

- A) **Accepting AUTHORITY:** **Accepting** Authority shall mean the Managing Director of Kannur Internal Airport.
- B) "KANNUR AIRPORT" means the "Kannur International Airport Limited"
- C) CLIENT/DEPARTMENT/BUYER: Means "KIAL" which invites tender through the Managing Director, on behalf of KANNUR AIRPORT Board.
- D) "The Bidder/Tenderer/Vendor", means the individual/Sole proprietorship/ Partnership Firm/ Company who participates in this tender and submits its bid.
- E) "Project Leader KANNUR AIRPORT" means the Kannur International Airport executive responsible for signing all documents from KANNUR AIRPORT side and shall co-ordinate all the activities responsible for signing all documents from KANNUR AIRPORT side and shall coordinate all the activities of the project with the bidder/ contractor.
- F) "The Supplier / Contractor" means the Individual / Sole proprietorship / Partnership Firm or Company including JV company of OEM who is taking up the work as defined under the Notice Inviting Tender.
- G) "The Works Order/ Purchase order/ Supply order" means the order placed for the supply, installation, testing & commissioning of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices there to and all documents incorporated by reference therein.
- H) "The Contract Price" means the price payable to the Contractor under the Works Order /Purchase Order for the full and proper performance of its contractual obligations.
- I) "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidder or Earnest Money Deposit has not been attached or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.

Signature & Seal of Tenderer

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- J) **CONSIGNEE:** Consignee means where the stores are required by the purchaser on agreement/acceptance of tender to be dispatched by rail, road, air or steamer, the portion specified in the agreement/ acceptance of tender to whom these are to be delivered at the destination, were the stores are required by the agreement/ acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person such other person and in any other case, the person to whom the stores are required by the agreement/acceptance of tender to be delivered in the manner therein specified.
- K) **CONTRACT:** Contract means the documents containing invitation to tender, instructions to tenderer, agreement/acceptance of tender, particular, general and special conditions, specified technical specifications, mutually agreed terms and conditions in the acceptance of tender and includes a repeat order, which has been accepted or acted upon by the contractor.
- L) **CODES:** Codes shall mean applicable codes of the country of origin of equipment international codes applicable for product and applicable codes in India.
- M) **DELIVERY:** Delivery shall mean stores to be supplied in finished and completely ready for use condition. The delivery shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval by the Inspector, to:
- i) The consignee at his premises or,
 - ii) Where so provided the interim consignee at his premises or,
 - iii) A carrier or other person named in the contract as an interim Consignee for the Purpose of transmission to the consignee.
 - iv) The consignee at the destination station in case of contracts stipulating for Delivery of stores at destination station.
- N) **COMPLETION:** Completion of work i.e. Supply, Inspection, acceptance etc. of items as specified, their testing and all pre commissioning checks and commissioning the installation for safe operation of the equipment/ system and handing over the same to KANNUR AIRPORT.
- O) **INSPECTOR:** Inspector shall mean the authorized representative of the KANNUR AIRPORT to act as Inspector for purpose of this Contract.
- P) **MATERIAL/EQUIPMENT:** Material means anything used by the manufacturer for fabrication of the stores and installation of the work.
- Q) **PARTICULARS:** Particulars include:
- i) Specifications
 - ii) Designs
 - iii) Pattern bearing the seal signature of the Inspector (herein after called the

Signature & Seal of Tenderer

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Certified sample) which shall include a certified copy thereof sealed by the purchaser for the guidance of the inspector.

- iv) Sample sealed by the Purchaser for guidance of the Inspector (Herein after called the certified sample) which shall include a certified copy thereof sealed by the purchaser for the guidance of the Inspector.
 - v) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standards Institute or other standardizing authority or a general standard of the industry.
 - vi) Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial firm.
 - vii) Any other details governing the construction manufacture or supply of stores and its installation as may be prescribed in the Contract.
- R) **PURCHASER:** Purchaser shall mean the owner that is Kannur International Airport Ltd. (KANNUR AIRPORT) which term also includes its successors and permitted assigns.
- S) **CONTRACTOR:** Contractor shall mean the Individual / Sole Proprietorship / Partnership Firm / Company / Agency, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firms or company or the successor of such firm or company and the permitted assigns of such individual or firm or company. The words tenderer, supplier, bidder, company and firm shall also mean the contractor.
- T) **ACCREDITED AGENT:** A person appointed by the prospective bidder/ tenderer who will collect the correspondence and deliver the same (if required by the bidder). Appointment of accredited agent is sole responsibility of the Tenderer.
- U) **WORK:** The expression 'Works' shall unless be something either in the subject or content repugnant to such construction, be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- V) **SITE:** The site shall mean the land and/or other place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or other place approved by the purchaser under the Contract.
- W) **TEST:** Test shall mean such test or tests as are prescribed by the purchaser or considered necessary by the inspector or any agency acting under the directions of

Signature & Seal of Tenderer

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the inspector. The tests shall mean the tests to be conducted at supplier's works and also at site by the purchaser, or his nominee, after the installation is completed.

- X) **PERFORMANCE OF WORK:** The work shall be performed at the place or places named in the contract or at such other place and places as may be approved by the purchaser.
- Y) **STORES:** Stores means the goods specified in the schedule, which the Contractor has agreed to supply at any place approved by the purchaser under the Contract.
- Z) **WRITING:** 'Writing' shall, include any manuscript, type written or printed statement under/over signature or seal of either of the parties as the case may be.
- AA) **HANDING OVER** shall mean after completion delivering the goods by the supplier to the purchaser after satisfactory compliance of with all conditions for acceptance and taking over.
- BB) **AICMC/CMC** means all-inclusive comprehensive Annual Maintenance Contract of the equipment/System which includes preventive, routine and break down maintenance including supply of spares, consumables; arranging all tools, tackles material moving equipment etc. and ensuring satisfactory working condition of equipment/ system.
- CC) **Government:** Shall mean Indian Government Authorities/ Government of Kerala as the case may be.
- DD) **Country of Origin** shall mean the country in which item shall be manufactured, assembled, offered for pre-dispatch inspection and dispatched.
- EE) **Force Majeure** shall mean 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).
- FF) **Similar nature of work/job** shall means: Supply, Installation, Testing and Commissioning of Explosive detection system at any of the Airports/ Government of India organizations/ Central Gov. Departments/ State Gov. Departments/Government PSU
- GG) **OEM :** Original Equipment Manufacturer
- HH) **NIT :** Notice Inviting Tender
- II) **GCC :** General Conditions of Contract
- JJ) **STC :** Special Terms & Conditions

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- KK) BOQ : Bill of quantity
- LL) AICMC : All Inclusive Comprehensive Annual Maintenance Contract
- MM) DLP : Defects Liability Period
- NN) FOB : Freight on Board
- OO) CIF : Cost, Insurance and Freight
- PP) RBI: Reserve Bank of India
- QQ) GST : Goods and Services Tax
- RR) Cess: The word cess means educational cess and higher educational cess etc.

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| C | Nil |
| O | Nil |
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Signature & Seal of Tenderer

Part-B
TERMS & CONDITIONS

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.

Tender signed by the Indian Agent / Representative shall not be considered and shall be rejected, if it is discovered at any time that the person so signing had no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the purchaser, cancel the contract and carry out the work at the risk and cost of contractor and hold the firm which purchased the tender liable to the Purchaser for all costs and damages arising from the cancellation of the Contract including any loss, which the Purchaser may sustain on account of such purchase.

3) **Tender documents:**

The tenderer is required 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.

4) **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 clarifications/corrigendum. All clarifications, corrigendum issued shall be binding on all prospective Tenderers. Such clarifications and corrigendum shall be part of the contract. Prospective Tenderers will be required to acknowledge receipt of all such clarifications/corrigendum.
- b. In order to afford prospective Tenderers reasonable time to take the clarifications/corrigendum into account in preparing their tenders, the Purchaser at its discretion may extend the deadline for the submission of Tenders.

5) **Language and Currency:**

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| C | Nil |
| O | Nil |
| I | Nil |

Signature & Seal of Tenderer

5.1 Currency:

- 1) Bidders shall quote in Indian Rupees (INR) only for all the items in the Price Bid ie., in the Bill of Quantity (BOQ).
- 2) Prices Quoted by the tenderer shall be inclusive of all the taxes and duties applicable in the country of origin and in India exclusive of Customs duty, Cess and GST in India

5.2 Language:

- 1) 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.
- 2) 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.
- 3) 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.

6) Tendering Process:

All documents of the bid shall be signed by the Partner/ Director/ Authorized Person having valid authorization letter at the time of bid submission. Any consequences resulting due to such signing shall be binding on the Bidder. The Bidder shall submit Technical & Financial Bid in two parts as per details below:

Cover - I: Technical Bid

Cover - II: Financial Bid

Cover-I: Technical Bid : Tenderer should submit Compliance statement (Annexure-1) duly filled confirming the online submission of the Tender Fee and Earnest Money Deposit (EMD), the unconditional acceptance letter as per annexure-3 and Technical Bid-Qualification documents Compliance statement (Annexure-2) duly filled in, along with the scanned copies of the supporting documents.

Technical Bid shall be submitted in physical mode only. Technical Bid and related documents should be kept inside a sealed envelope. The envelop should be superscribed “Cover -I (Technical Bid)” and the name of the bidder should be written on left bottom corner of the envelope.

Cover-2: Financial Bid: The Tenderer shall submit the duly filled Bill of Quantity in the format given.

Signature & Seal of Tenderer

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| C | Nil |
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Financial Bid shall be submitted in physical mode only. Financial Bid with the covering letter should be kept inside a separate sealed envelope. The envelope should be superscribed “Cover - 2 (Financial Bid)” and the name of the bidder should be written on left bottom corner of the envelope.

Both envelopes Cover-1 and Cover-2 should be inserted into a big single envelope and sealed properly. The envelope should be superscribed “QUOTATION FOR SUPPLY OF B R JACKETS & BR HELMETS TO KANNUR INTERNATIONAL AIRPORT”. Name of the bidder should be clearly mentioned on the left bottom corner of the envelope. The envelope should be addressed to “Managing Director, Kannur International Airport Ltd, PO Kara-Peravoor, Mattannur, Kannur (Dist), Kerala 670702.

A tender drop box will be kept in the office of Managing Director, Kannur Airport and proposals will only be accepted on or before the time and date specified in the tender as the bid submission end date and time. Tenders submitted after the specified time will not be accepted.

- i) **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.
- ii) 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.
- iii) 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.
- iv) A responsive tenderer is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents.
- v) **Technical Bid Qualification documents:** The Technical Bid Qualification documents of the bidders who have submitted the Tender Fee and Earnest Money Deposit online and also submitted unconditional acceptance letter in fee cover as per the tender conditions will only be opened and evaluated.
- vi) **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.
- vii) **Publishing of Corrigendum:** All corrigendum shall be published on www.kannurairport.aero and shall not be available elsewhere.

Signature & Seal of Tenderer

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| C | Nil |
| O | Nil |
| I | Nil |

7) GUIDELINES TO BIDDERS:

- 1) Tender documents can be down loaded from the Web site www.kannurairport.aero The bids shall be submitted online through this portal.

8) CRITICAL DATES and Time:

| | | |
|----------------------------------|---|--|
| Document Download sale | Start Date: 22 December 2020 | End date: 8 January 2021 up to 1200 hrs |
| Clarification | Start Date: 22 December 2020 | End date: 29 December 2020 up to 1700 hrs |
| Bid Submission | Start Date: 31 December 2020 | End date: 8 January 2021 up to 1700 hrs |
| Technical Bid Opening Date& Time | 11 January 2021 at 1100 Hrs | |
| Financial Bid Opening Date | Will be notified after the Technical Bid opening. | |

NOTE:

- i. KANNUR AIRPORT may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification on the Tender portal.
- ii. The time that is displayed from the clock at the airport, will be valid for all actions of requesting bid submission, bid opening etc.. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

9) CLARIFICATION ON TENDERS:

- a) All enquiries/clarifications in connection with this tender should be addressed to tenders@kannurairport.aero, through emails Any Queries/letters received other than through e-mail will not be accepted or replied.
- b) 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 for clarification shall be through the e-Procurement System only.
- c) The Purchaser may, at its discretion, extend the deadline for the submission of Tender by amending the Tender Documents in accordance with Clause 9 of this GCC, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

Signature & Seal of Tenderer

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| C | Nil |
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10) Late Tenders:

Any tender submitted by the Purchaser after the deadline for submission of Tenders will not be accepted.

11) Modification and Withdrawal of Tenders:

- a. No Tender shall be modified after 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.
- c. If the tenderer modifies the tender condition at any stage even after submitting the unconditional acceptance letter, then the bid submitted by the tenderer is liable to be rejected and the EMD shall be forfeited.

12) EVALUATION of BID:

- i. Bid opening and finalization will be according to the terms and conditions of the tender.
- 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, the cover will be opened first, and it will be ascertained that remittance details of Tender Fee and EMD are available.
 - b. The supplier / contractor`s technical bid will be evaluated further only if, the agency meets all the following conditions.
 1. Only those bids who has submitted Tender Fee & EMD and Unconditional acceptance letter.
 2. Only those bids who has submitted unconditional acceptance letter exactly as per the format given in Annexure-3.
 - c. The KANNUR AIRPORT shall carry out the technical evaluation solely based on the uploaded/submitted certificates/documents by the bidder.
 - d. During the evaluation, if it is found that the required qualification criteria is not met, then the bid will be summarily rejected.

Signature & Seal of Tenderer

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| C | Nil |
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- e. The KANNUR AIRPORT 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 KANNUR AIRPORT.
- f. 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
- g. **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 email.
 - b. Lowest "LI" bid will be decided based on the comparison of financial bids of all valid bidders and comparative statement.

13) Right to Vary Quantities:

- i) KANNUR AIRPORT reserves the right to change the quantity of the items or part thereof to be supplied by +/- 50 % of the tendered quantity.
- ii) **REPEAT ORDER:** KANNUR AIRPORT reserves the right to place the repeat order, with same terms and conditions as per the first order.

14) Notification of Award and Agreement formalities:

- a. KANNUR AIRPORT 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 KANNUR AIRPORT.
- b. The Purchaser will notify the successful Tenderer in writing by Speed Post/e-Mail to be confirmed in writing by letter that his tender has been accepted.

15) SECURITY DEPOSIT (SD)

The successful tenderer on award of the work shall be required to furnish Security Deposits (SD) for value equal to 5% (five percent) of the contract amount before signing of agreement. The SD shall be in the form of demand draft in favor of "Kannur International Airport Limited" payable at Kannur, Kerala.

**** Only on submission & acceptance of Demand Draft towards security deposit for the work, the EMD of the successful bidder would be refunded.**

The Security Deposit bank submitted will be refunded only after satisfactory completion of defects liability period/warranty.

Signature & Seal of Tenderer

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| C | Nil |
| O | Nil |
| I | Nil |

- i) KANNUR AIRPORT will not pay any interest or any other expenses, whatsoever, incurred by contractor towards submission Security deposit.
 - a If the Contractor fails to furnish security deposit in the above forms within the stipulated period, it shall be lawful for the purchaser to recover from the contractor the amount from the bills payable to the contractor for the executed work.

16) MODE OF TRANSPORT AND DISPATCH OF EQUIPMENT/ITEMS:

- a. The contractor shall dispatch the equipment/ items/ stores by AIR / Ship / Road /Rail up to Kannur International Airport. The tenderers on their own shall collect all the required information and other restrictions pertaining to the transportation of materials.
- b. No partial shipment is allowed. Hence shipment to Indian Port shall be restricted to one shipment.

17) TAXES, DUTIES and GST:

1. The final quoted price should include all the applicable taxes other than GST whatsoever applicable in India or the statutory levies applicable to this contract. Your 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 KANNUR AIRPORT at the appropriate time. KANNUR AIRPORT 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 KANNUR AIRPORT 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, etc. in time then all such liability including the input credit of the GST lost by KANNUR AIRPORT and the penalties and interest incurred by KANNUR AIRPORT would be the liability of the contractor to be recovered from the running account bills or security deposits or any other amount payable by KANNUR AIRPORT to the contractor.
3. Further the contractor to provide all GST registration related data/ information to KANNUR AIRPORT at the time of tender submission for updating the KANNUR AIRPORT 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.

Signature & Seal of Tenderer

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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.

18) Quality & Standards:

1. All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the acceptable or higher, accepted standards ad mentioned.
2. The quality and standard 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 KANNUR AIRPORT, the successful tenderer shall fully remedy free of expenses to KANNUR AIRPORT 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.

19) CORRESPONDENCE:

The tenderer or his authorized representative would directly make all correspondences with KANNUR AIRPORT 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, including arbitration there under 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 acknowledgement due. The parties shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

20) PAYMENT TERMS AND INSURANCE

20.1 Insurance

The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interest and the interest of the purchaser against as detailed herein.

The risk that are to be covered under the insurance cover shall include loss or damage in transit, theft, pilferage, riot, civil commotion where conditions exist, accidents of

Signature & Seal of Tenderer

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| I | Nil |

all kind, fire, natural calamities like flood, lightning, earthquake etc. The scope of insurance (All Risk Insurance) shall cover the entire value of the items from time to time and the period shall be up to issuance of completion certificate and handing over to KANNUR AIRPORT.

Any loss or damage to the equipment due to mishandling, transportation etc., till such time the item is handed over to KANNUR AIRPORT shall be to contractor's account. The contractor shall be responsible for preferring of all claims and to make good for the damage or loss by way of repairs and/or replacement of item damaged or lost.

20.2 Transportation and Insurance

The quote shall include all freight, transportation and insurances in terms of Delivery at Place basis including unloading at site as this is a turnkey contract.

1. Dispatch Details: - Stores are required at following Airport.

| Sl. No. | Consignee | Address |
|---------|--|---|
| 1 | Senior Manager (Procurement) Kannur International Airport | Kannur International Airport, Kara-Peravur. P.O, Mattannur, Kannur, Kerala State ,INDIA-670702 |

20.3 Packing, Forwarding and Shipment

- i) Packing shall ensure full protection to the equipment/item 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 weatherproof 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 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.

Signature & Seal of Tenderer

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| O | Nil |
| I | Nil |

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.

20.4 Payment terms

1. Payment shall be released by the Managing Director of Kannur International Airport.

2. The payment in INR for supplying items will be released by KANNUR AIRPORT subject to the fulfilling of the following documents.

A. 100% against delivery of items at good condition at Airport.
Following documents shall be submitted for payments of bills.

- i) Signed Commercial invoice in one original and two copies.
- ii) Conformity of quality standards as per the requirement stated in the NIT, by CISF Officials.
- iii) Receipt of Warranty Certificate from Supplier.
- iv) Packing List in triplicate.
- v) Supplier's test certificate to confirm that the items dispatched meets the contract specifications and relevant standards in all respects.

Note:

A) The payment will be released after adjusting any dues/Taxes from the firm which it might have rendered itself liable as per provisions of the contract.

B) Payment would be released after adjusting any adjustments/with holdings/recoveries towards liquidated damages/compensation for delay, if any which the firm might have rendered themselves liable as per provisions of contract.

Signature & Seal of Tenderer

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20.5. Delivery of Equipment & Completion Period:

- i) The completion period for the whole work is 45 days which shall be reckoned from the 10th day after the date of issue of purchase order/ Letter of Intent (LOI).
- ii) After issue of letter of acceptance, to meet any exigencies, KANNUR AIRPORT may opt for modifying the delivery schedule after mutual consultation with contractor.
- 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.
 - f) Receipt of items at delivery address and their safe custody until handed over to the authorized representative of the Kannur International Airport.
 - g) Technical handing over of the usage to the authorized representative of the Kannur International Airport.
 - h) Operation & Maintenance of the installation during guarantee/Defects liability period as per the recommended practice.

21) DELAY & NON-CONFORMANCE COMPENSATION FOR DELAY.

- i) In the event of the contractor failing to deliver the items within the stipulated time he shall be liable to pay as compensation an amount equal to 1% (**One percent**) of the contract amount 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 KANNUR AIRPORT and local statutory authorities for approval of design, size, estimate etc, force majeure reasons and any other reasons beyond control of the

Signature & Seal of Tenderer

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| C | Nil |
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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 KANNUR AIRPORT.

25. EXTENSION OF TIME:

- 1 This requirement is urgent and hence the supply period as per contract shall be adhered to strictly. However, in case of extraordinary situations which may delay the completion of delivery, the contractor shall apply for extension in time.
- 2 If the contractor desires an extension of time for supply of the items of having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Managing Director of the Kannur International Airport within 7 days of the date of hindrance on account of which he desires such extension as aforesaid.
- 3 The Managing Directors 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.
- 4 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.
- 5 KANNUR AIRPORT 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.
- 6 KANNUR AIRPORT 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 performance Bank Guarantee in full absolutely, in case of delay in supplies.
- 7 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 performance guarantee.

26. FORCE MAJEURE

KANNUR AIRPORT may grant an extension of time for the delivery of items in case it 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:-

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Signature & Seal of Tenderer

- a. That within 7 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Supplier informs the KANNUR AIRPORT 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.
- e. Apart from the extension of the time limit, force majeure does not entitle the supplier to any compensation of damage or loss suffered.

27. COMPLETION CERTIFICATE:

- i) Within ten days of successful completion of the delivery, the contractor shall give notice of such completion to the Managing Director and within ten days of the receipt of such notice, shall inspect the items and, if there is no defect in the items, shall issue a certificate of completion certificate. Otherwise issue a provisional certificate of completion indicating:-
 - a) Defective items to be replaced by the contractor and/or
 - b) Items for which payment will be made at reduced rates.

28. SUPPLY TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION DESIGNS, ORDERS, ETC.:

The contractor shall execute the whole & every part of the supply in the most substantial and workmanlike manner and both as regard materials and otherwise in every respect in strict accordance with the specifications and standards issued by KANNUR AIRPORT. The contractor shall also confirm exactly, fully and faithfully to designs, specifications and standards in writing in respect of the work signed by the Managing Director. The product supplied against this order would be checked by security agencies like BCAS / CISF for compliance with statutory requirements for Indian Airports.

29. WORKS TO BE UNDER DIRECTION OF MANAGING DIRECTOR:

All works to be executed under this contract shall be executed under the direction and subject to the approval in all respects of Managing Director who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Signature & Seal of Tenderer

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30. RECOVERING THE DUES FROM THE CONTRACTOR:

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 etc. forming the whole or part of such security. In the event of the security being insufficient, 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.

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 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.

31. RETURN OF SURPLUS MATERIAL:

Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Authority either by issue from Kannur International Airport Ltd. stocks or purchase made under orders or permits or licenses issued by Kannur International Airport Ltd the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the permission of the KANNUR INTERNATIONAL AIRPORT LIMITED and return; if required, all surplus of unserviceable materials that may be left after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such prices as the Managing Director shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the storage charge, if any. The decision of the Managing Director shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to

Signature & Seal of Tenderer

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action for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to the KANNUR INTERNATIONAL AIRPORT LIMITED for all moneys, advantages or profits resulting or which in the usual course would have to resulted to him by reason of such breach.

32. 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.

33. 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.

34. DEATH OF CONTRACTOR:

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

35. 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.

36. 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.
- B. Technical specification/Special Conditions of contract.
- C. Drawing or Sketch enclosed if any.
- D. BCAS specification with up-to-date amendments.

Signature & Seal of Tenderer

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- E. General drawings.
- F. Sound Engineering practice as directed by the Managing Director whose decision in this regard shall be final and binding on the Contract.

37. 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.

38. CANCELLATION OF CONTRACT

Subject to other provisions contained in this clause, the Managing Director 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 Managing Director a notice in writing to rectify or replace any defective item or that the product being delivered is of poor quality 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 Managing Director (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 Managing Director.
- iii. If the contractor fails to deliver the items within the stipulated date, 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 Managing Director.
- 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 Managing Director.

Signature & Seal of Tenderer

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| C | Nil |
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- v. 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 Managing Director.
- vi. If the contractor obtains a contract with KANNUR AIRPORT as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- vii. 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.
- viii. 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.
- ix. When the contractor has made himself liable for action under any of the cases aforesaid, the Managing Director on behalf of the KANNUR AIRPORT shall have powers to :-
 - a. Determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Managing Director 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 KANNUR AIRPORT.
 - b. After giving notice to the contractor he shall not be allowed to participate in the tendering process for the balance/fresh work In the event of above courses being adopted by the Managing Director, 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 Managing Director 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

Signature & Seal of Tenderer

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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.

39. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

- i) If at any time after acceptance of the tender, KANNUR AIRPORT shall decide to abandon or reduce the scope of the work for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Managing Director 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.

40. 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.

41. 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:

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.

42. Limitation of Liability

The maximum liability under this contract is limited to awarded value of the work.

Signature & Seal of Tenderer

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| C | Nil |
| O | Nil |
| I | Nil |

SECTION IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT (STC)

1. SCOPE OF THE WORK:

The scope of the work consists of the Supply, Testing and delivery of 25 Nos of Bullet Resistant Jackets and 25 Nos of Bullet Resistant Helmets as given below:

BR Jackets – 25 Nos

| | | |
|---|---|-----------------|
| 1 | Size of BR Jackets | M-20 & L-5 |
| 2 | Threat Level | 06 |
| 3 | BFS | 25 mm |
| 4 | Configuration | ICW (Upgrade 2) |
| 5 | Colour | Camouflage |
| 6 | Preference will be given to light weight BR Jackets complying with the qualitative requirements of IS-17051:2018. | |

BR Helmets – 25 Nos

| | | |
|---|-------|---------------------------------------|
| 1 | Color | Disruptive IA pattern with CISF logo. |
| 2 | Size | M-20 & L-5 |

Qualitative Requirements

| | |
|-----------|---|
| BR Jacket | IS-17051:2018 issued by BIS & Amendment No 1 July 2020** |
| BR Helmet | QRs and trial directives for Bullet Resistant Helmets issued by MHA vide letter No IV-24011/01/2002-Prev.I-183 dated 22-01-2014 and its amendment letter No. IV-21011/01/2008-Prev-I/1434 dated 22-07-2015. |

**Following changes in the QR should be considered while quoting the rates:

5.1.8 **Quick Release Mechanism (Compulsory)**

The Bullet Resistant jacket must have quick release mechanism which shall allow release of the jacket in single action by using one hand (left or right) from the torso within 5 seconds. The released jackets shall stay in one piece so as to be reasonable for ready to wear within 30 s at night condition by trained users.

5.1.9 **Dynamic Weight Distribution System (Compulsory)**

The Bullet Resistant jacket must have dynamic weight distribution system. The weight distribution mechanism shall be based on external, flexible spine and hip belt that shall allow the user to change the ratio of weight load from hips to shoulders while on the move and without removing the bullet resistant jacket.

Point wise scope of work is indicated as under-

- (i) Delivery, testing and handing over of the above items as per the specifications at the points as mentioned above.
- (ii) Supplied items will be under warranty for 24 months from the date of supply.

Signature & Seal of Tenderer

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- (iii) Educating KANNUR AIRPORT/CISF Officers as well as Staff on the usage of supplied items.
- (iv) **Delivery Time:** Items to be delivered to Kannur International Airport, within 45 days from the date of issuance of purchase order.
- (v) Making arrangement and payment of Freight, Insurance, duties, Transportation and customs clearance charges for the supply items from Country of origin to Indian Port, wherever applicable
- (vi) Making arrangement for Inland transportation, Insurance and its payment for the supply items from Indian port to KANNUR AIRPORT site, if applicable.
- (vii) The item has to be delivered as per the Bill of Quantities (BOQ) (Section VI of NIT) in conjunction with item specifications, terms & conditions given in this tender document.
- (viii) 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.
- (ix) 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, nothing extra whatsoever will be paid in this regard. The decision of Kannur Airport in this regard will be final and binding on the tenderer.
- (x) 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 Purchaser, 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.
- (xi) The tenderer should study the complete tender document. In order to facilitate them to prepare any queries, the interested tenderers are requested to submit their queries to KANNUR AIRPORT through email only, within the stipulated time as mentioned in the document. The tenderers queries will be replied through KANNUR AIRPORT mail only.

2. BID PRICES

1. Prices indicated in BOQ format shall be for destination and entered in the following Manner:
2. The price quoted for all the items shall be inclusive of all applicable taxes and duties other than GST in India.

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

3. 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 KANNUR AIRPORT 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.
4. The bidder shall quote as per specifications mentioned in the scope of work of NIT. Price shall include costs of all the accessories needed to meet the required performance as per Technical Specification.
5. 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.

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.
- 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. No clarifications in this regard shall be sought from the bidder.
- 5 Each specification 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.
- 6 The compliance statement submitted as per Annexure-2 shall be duly supported by technical literature, brochures & other related reports / documents from the OEM. The compliance statement not supported by the documentary evidence shall not be

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

considered. Such bids shall be considered as non-responsive and may result in rejection on technical grounds.

7 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.

8 The bidders shall submit 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 submit the said documents shall be treated as non-compliance and will lead to outright rejection of bid submitted by bidder.

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 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.

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

1. The right to accept the tender in full or in part/parts will rest with KANNUR AIRPORT. However, KANNUR AIRPORT 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.

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.

3. Kannur Airport 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.

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. KANNUR AIRPORT also reserves the right at its sole discretion not to award any order under the tender called KANNUR AIRPORT shall not pay any costs incurred in the preparation and submission of any tender.

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

5. If the bidder gives wrong information in his Tender, KANNUR AIRPORT reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.
6. 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 minimum requirements shall be technically acceptable without any additional financial implication.
7. Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by KANNUR AIRPORT shall not be considered.

6. ISSUANCE OF PURCHASE ORDER:

1. The acceptance of the tender will be intimated to the successful bidder by KANNUR AIRPORT, either by letter or by e-mail.
2. The issue of a Purchase Order shall constitute the intention of Kannur Airport 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 etc., shall be completed within 20 days from issue of the purchase Order.
4. KANNUR AIRPORT shall be the sole judge in the matter of award of contract and decision of KANNUR AIRPORT shall be final and binding.
5. Tenderer shall acknowledge the receipt of the purchase order duly confirming his acceptance along with the complete NIT document duly signed and sealed in all pages.

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/SD 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 items supplied comply with standards specified in the Technical specification (TS).

9. TESTING AND INSPECTION OF ITEMS DELIVERED:

- i) **Testing and Inspection:** The testing and inspection of the items / components procured shall be carried out at different sites.

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

- ii) Should any inspected or tested Items fail to conform to the Specifications the Buyer may reject them and the Contractor shall either replace the rejected Items or make all alterations necessary to meet Specification requirements free of cost to the Buyer.
- iii) The testing & inspection as per clause 9(1) in any way does 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, Kannur Airport 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.

10. CONSEQUENCE OF REJECTION:

If on the equipment/item or its parts 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 items or parts in replacement 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 items/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.

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

- 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 items 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.

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

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

Successful bidder shall also protect and fully indemnify the KANNUR AIRPORT from any claims from Successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.

Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the KANNUR AIRPORT from any claims/penalties arising out of any infringements and indemnify completely the KANNUR AIRPORT from any claims/penalties arising out of any infringements.

12. GUARANTEE / WARRANTY

Complete items 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 delivery and testing of the all the items.

The bidder shall attend at his own expense and get the defect/bugs removed in the systems as detected by KANNUR AIRPORT 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.

13. 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.

14. TECHNICAL/OPERATIONS MANUAL

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

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

The items mentioned in BOQ shall be delivered to places to the office of
Senior Manager (Procurement)

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

Kannur International Airport
Kara Peravoor P.O, Mattannur,
Kannur – 670702, KERALA (INDIA)

22. TRAINING OF KANNUR AIRPORT/CISF OFFICERS AND STAFF

The successful bidder shall impart a training for KANNUR AIRPORT/CISF Officers/Staff on the usage of items.

SECTION V: FINANCIAL BID

BILL OF QUANTITY(BOQ)

Instructions to bidders for filling up the BOQ

- 1) The Bidders shall make their Quote in the relevant columns of BOQ, supported by complete list of deliverables meeting the standard mentioned in NIT.
- 2) Prices Quoted by the tenderer shall be inclusive of all the taxes and duties applicable in the country of origin and in India except GST in India.
- 3) Prices should be quoted only in Indian Rupees (INR).
- 4) **RATES**
 - (i) Prices quoted by the Tenderer shall remain firm and valid until successful completion of the Contract.
 - (ii) Prices shall be quoted on the basis of cost of items to be supplied at site (Kannur International Airport).
 - (iii) 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.
 - (iv) KANNUR AIRPORT 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.

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

| <p style="text-align: center;">FINANCIAL BID BILL OF QUANTITY (BOQ) Tender No : KIAL/P&S/NIT/SEC/2020/12/01</p> | | | | | | |
|---|--|----------|-------|------------------------------------|-------------------------------------|-------------------------|
| Name of the Bidder: Address : : : : | | | | | | |
| Item No. | Item Description | Quantity | Units | Quoted Rate (excluding GST & Cess) | Total Amount (excluding GST & Cess) | Total Amount (In words) |
| 1 | Bullet Resistant Jackets as per standards mentioned in Section VII | 25 | Nos | | | |
| 2 | Bullet Resistant Helmets as per standards mentioned in Section VII | 25 | Nos | | | |
| | Total | | | | | |

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

SECTION VI
DOCUMENT FORMATS

Annexure-1

Compliance Statement – Tender Fee & EMD

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

| SL No | DOCUMENTS | “YES “for Complied “NO” for not Complied |
|-------|--|--|
| 01 | Online submission of Tender Cost / Fee : Rs. 1190/- (Rupees One thousand and One hundred Ninety Only) | |
| 02 | Online submission of EMD (Earnest Money Deposit) : Rs. 15,000/- (Rupees Fifteen thousand Only) | |
| 03 | Unconditional acceptance letter as per Annexure-3 | |

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, duly signed shall be submitted in Cover-1, along with copies of relevant documents)

| SL No | DOCUMENTS | “YES “for Complied “NO” for not Complied | Page No (mention page number) |
|-------|--|--|-------------------------------|
| 01 | Documentary proof for similar nature of work executed and proof of supplying the minimum required amount and quantity during the past 7 years at any of the Airports/ Government of India organizations/ Central Gov. Departments/ State Gov. Departments/Government PSU as per the eligibility conditions to be submitted in Annexure-II format along with Work order/ acceptance letter, completion certificate from the client duly stating completion cost and time. | | |
| 02 | Copy of PAN card & Proof of GST Registration | | |
| 03 | Documentary evidence of adequate financial standing of annualized average financial turnover of Rs.3 Crores 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. | | |
| 04 | Copy of Articles of Memorandum of Association or Partnership Deed or proprietorship deed duly signed and sealed, as the Case may be. | | |
| 05 | Brief profile of the Company: Scanned copies of Brochure etc./ to be submitted duly signed and sealed. | | |
| 06 | Undertaking for not been Black-Listed in (Annexure-7) format | | |
| 07 | Affidavit in (Annexure-8) format | | |
| 08 | Bank account details in (Annexure-4) format | | |
| 09 | Undertaking of Authenticity for Supplies in (Annexure-5) format | | |
| 10 | Power of attorney for signing of documents and execution of project if applicable / required in (Annexure-9) format | | |
| 11 | Scanned copy of Certificates / documents pertaining to the safety and standard requirements certificate for Manufacture of the Equipment, duly signed and sealed. | | |
| 12 | Copies of brochures / literatures / data sheets for 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 | | |

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

| | | | |
|----|---|--|--|
| | signed and stamped by the vendor or authorized signatory of vendor. | | |
| 13 | Check List in (Annexure-12) format | | |

** 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)

To
The Managing Director,
Kannur International Airport,
Mattannur, Kannur District
Kerala State – 670702

SUB: Acceptance of Terms & Conditions of Tender

Name of Work: **SUPPLY OF B R JACKETS & BR HELMETS AS PER THE STANDARDS DEFINED IN IS-17051:2018 ISSUED BY BIS & AMENDMENT NO 1 JULY 2020 TO KANNUR INTERNATIONAL AIRPORT.**

Tender No: **KIAL/P&S/NIT/SEC/2020/12/01**

Dear Sir,

1. The tender document for the works mentioned above have been sold to me/us by KANNUR AIRPORT and I / we hereby certify that I / we have read the entire terms and conditions of the tender document available in the website www.kannurairport.aero, 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 KANNUR AIRPORT'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 KANNUR AIRPORT for awarding this contract at any stage during its execution or at the time of payment of bills. "That, if any officer of KANNUR AIRPORT asks for bribe/ gratification, I will immediately report it to the appropriate authority in KANNUR AIRPORT".
5. Conditions of contract for supply of the required number of 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 OF B R JACKETS & BR HELMETS AS PER THE STANDARDS DEFINED IN *IS-17051:2018 ISSUED BY BIS & AMENDMENT NO 1 JULY 2020* TO KANNUR INTERNATIONAL AIRPORT

Tender No: KIAL/P&S/NIT/SEC/2020/12/01
(Duly filled, scanned copy to be submitted in Cover-1: 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) :

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 : SUPPLY OF B R JACKETS & BR HELMETS AS
PER THE STANDARDS DEFINED IN *IS-17051:2018 ISSUED BY BIS & AMENDMENT
NO 1 JULY 2020* TO KANNUR
INTERNATIONAL AIRPORT

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 |

Details of responding firm

| Sr. No. | Particulars | Details to be Furnished |
|--|--|-------------------------|
| 1 | Details of Responding Firm | |
| Name | | |
| Address | | |
| Telephone | | Fax |
| Email | | Website |
| 2 | Information about Responding Firm | |
| Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.) | | |
| Details of Registration (Ref e.g., ROC Ref #) | | Date |
| | | Ref # |
| GST Registration Number: | | |
| PAN : | | |
| EPF Registration No : | | |
| Locations and addresses of offices (in India and overseas) | | |
| Quality Certificates (Please attach copy) if any. | | |

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

AFFIDAVIT

(To be submitted on non-judicial stamp paper (Rs. 200/-),
Scanned copy to be submitted in Cover-1: Technical Bid)

Tender: SUPPLY OF B R JACKETS & BR HELMETS AS PER THE STANDARDS
DEFINED IN *IS-17051:2018 ISSUED BY BIS & AMENDMENT NO 1 JULY
2020* TO KANNUR INTERNATIONAL AIRPORT

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 KANNUR AIRPORT.
3. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of KANNUR AIRPORT.
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 KANNUR AIRPORT 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 KANNUR AIRPORT 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 OF B R JACKETS & BR HELMETS AS PER THE STANDARDS DEFINED IN *IS-17051:2018 ISSUED BY BIS & AMENDMENT NO 1 JULY 2020* TO KANNUR INTERNATIONAL AIRPORT" 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 _____ 2020

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

Signature & Seal of Tenderer

UNDERTAKING FOR CEN VAT SCHEME

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

We agree to pass on such additional duties as setoffs as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the CEN VAT Scheme by way of reduction in prices and advise KANNUR AIRPORT accordingly.

Date:

Signature of tenderer with seal

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

Signature & Seal of Tenderer

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

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

Part-A : Client List

| SL No. | Client Name & Address, including email and Contact Number | Details of Equipment supplied | Quantity | Total Cost | Work Order Reference No. | Work Start and completion date |
|--------|---|-------------------------------|----------|------------|--------------------------|--------------------------------|
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Part-B : Details of similar nature of work in the last 7 years(Documentary proof : Completion certificate from the client shall be attached):

| SL No. | Name and Location of Airports/ Government of India organizations/ Central Gov. Departments/ State Gov. Departments/ PSU's | Details of Equipment 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) |
|--------|---|-------------------------------|----------|--------------------------|---------------------------|---|
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** 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 |

CHECK LIST

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

| SL No. | Terms & Conditions as per Bidding Document | Attached (Yes/No) | Page no. |
|--------|---|-------------------|----------|
| 1 | Details of Online submission of Tender Cost / Fee and EMD in Annexure-1 format of NIT document. | | |
| 2 | Pre and Technical Bid qualification Compliance statement and documents as per (Annexure-2 of NIT document) | | |
| 2.1 | Certificate / Undertaking from the OEM for sales and service in India: Scanned copy duly signed and sealed. | | |
| 2.2 | Documentary proof for similar nature of work SUPPLY OF BULLET PROOF JACKETS AND HELMETS AS PER THE STANDARDS MENTIONED IN SECTION VII TO KANNUR INTERNATIONAL AIRPORT executed at Airports and proof of supplying the minimum required amount and quantity during the past 7 years at any of the Airports/ Government of India organizations/ Central Gov. Departments/ State Gov. Departments/Government PSU as per the eligibility conditions to be submitted in Annexure-15 format along with Work order/ acceptance letter, completion certificate from the client duly stating completion cost and time. | | |
| 2.3 | Copy of corporate /self PAN card & Proof of Sales Tax Registration & Service Tax Registration | | |
| 2.4 | Documentary evidence of adequate financial standing of annualized average financial turnover of Rs.35,30,500.50/- 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. | | |
| 2.5 | Scanned copy of Articles of Memorandum of Association or Partnership Deed or proprietorship deed duly signed and sealed as the Case may be. | | |
| 2.6 | Brief profile of the Company: Scanned copies of Brochure etc / to be submitted duly signed and sealed. | | |
| 2.7 | Details of Indian Associate if any, in (Annexure-8) Format | | |
| 2.8 | Undertaking for not been Black Listed in (Annexure-9) format | | |
| 2.9 | Summary of Assets & Liabilities in (Annexure-16) Format | | |
| 2.10 | Affidavit in (Annexure-12) format | | |
| 2.11 | Technical Specifications Compliance in (Annexure-3) format | | |
| 2.12 | Un Conditional Acceptance Letter in (Annexure-4) format | | |
| 2.13 | Bank account details in (Annexure-5) format | | |
| 2.14 | Undertaking of Authenticity for Supplies in (Annexure-6) format | | |

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |

| | | | |
|------|---|--|--|
| 2.15 | Declaration of Country of Origin in (Annexure-10) format | | |
| 2.16 | Consent Letter by the Applicant / Indian Subsidiary from Manufacturer(s) letter head in (Annexure-11) format | | |
| 2.17 | Power of attorney for signing of documents and execution of project if applicable / required in (Annexure-13) format | | |
| 2.18 | Undertaking for CEN VAT Scheme in (Annexure-14) format | | |
| 2.19 | Scanned copy of Certificates / documents pertaining to the security equipment's complying the safety and Electromagnetic Compatibility (EMC) requirements and ISO 9001 or higher certificate for Manufacture of the Equipment's, duly signed and sealed. | | |
| 2.20 | 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. | | |
| 2.21 | Check Lists in (Annexure-17) format | | |
| 2.22 | Scanned copy of Self-attested English version of the respective document duly apostille notarized, in case the supporting document is submitted in any Language other than English : | | |
| 3 | Duly signed copy of NIT & Corrigendum | | |

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

Signature & Seal of Tenderer

| | |
|---|-----|
| C | Nil |
| O | Nil |
| I | Nil |