

Notice Inviting Tender for Supply, Installation, Testing
and Commissioning of Electronic Stethoscope at Kannur
International Airport

Tender No. KIAL/P&S/BDDS/2024-25/07

August 2024

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SECTION I
NOTICE INVITING TENDER

Tenders are invited from companies /firms by the Managing Director on behalf of the Kannur International Airport for Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport as per technical specification given at Section IV.

Name of Work	Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport	
Tender Number	KIAL/P&S/BDDS/2024-25/07	
Quantity	1 no.	
Completion Period	90 Days	
Earnest Money Deposit / Bid Security (Refundable)	Rs 1,00,000/- (Rupees Fifty Thousand only) to be submitted in the form of Demand Draft in favour of Kannur International Airport Limited payable at Mattannur. Offers made without EMD will be rejected. EMD exemption certificate will not be accepted.	
Cost of Tender Document (Non-refundable)	Rs 2360/- including GST (Rs 2000 + 18 % GST) (Rupees Two Thousand Three Hundred Sixty only) to be submitted in the form of Demand Draft in favour of Kannur International Airport Limited payable at Mattannur. Offers made without tender document fee will be rejected.	
Document Download sale	Start Date :22.08.2024	End date :10.09.2024 up to 1800 hrs
Clarification	Start Date : 22.08.2024	End date: 26.08.2024 up to 1800 hrs
Bid Submission	Start Date: 22.08.2024	End date : 10.09.2024 upto 1500hrs
Technical Bid Opening Date& Time	10.09.2024 at 15 30 Hrs	
Financial Bid Opening Date	Will be notified after the technical bid opening process	

OEMs (Original Equipment Manufacturers) or Indian Subsidiary of foreign OEM/Parent Company of foreign OEM or Authorized dealer of OEM/Suppliers of OEM who have executed similar nature of works at any of the International/Domestic airports/Government of India organizations/Central Govt Departments/State Govt Departments/PSU's during the past 7 years and meeting the eligibility criteria may submit their application along with necessary documents or before 10.09.2024 upto 1500 hrs.

Eligibility Criteria:

Companies/firms who meet the following criteria 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) OR</p> <p>ii. Indian Subsidiary of foreign OEM/Parent Company of foreign OEM OR</p> <p>iii. Authorized dealers/suppliers 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 executing similar works with any of the International/ Domestic Airports/ Government of India organizations/ Central Gov. Departments/ State Gov. Departments /PSU's/reputed public/private companies during the past 7 years and meeting the eligibility criteria (Similar work means Supply, Installation, Testing and Commissioning of Electronic Stethoscope)</p>	<p>i) Brief profile of the Company. (Scanned copies of brochure etc. to be submitted duly signed and sealed.</p> <p>ii) Valid Manufacturing licence (if OEM)</p> <p>iii) Registration certificate of the firm including the address of their factory/workshop.</p> <p>iv) Copy of Articles of Association or Memorandum of Association or Partnership Deed or proprietorship deed duly signed and sealed, as the Case may be.</p> <p>v) Undertaking for authenticity for supplies as per Annexure-6.</p> <p>vi) Undertaking from OEM certifying that it has own sales and service centre in India mentioning complete address, contact no. etc.</p> <p>vii) Authorisation letter from OEM (if not an OEM) to participate in the tender as per Annexure-9.</p> <p>viii) Copy of GST Registration Certificate.</p> <p>ix) Copy of PAN card.</p>
2.	<p>Tenderer should have a minimum annualized average financial turnover of Rs. 2.5 crores from sales and services during the last three years.</p> <p>The bidder should be a profit-making firm for the last 3 financial years immediately preceding the date of submission of bid.</p>	<p>Audited Balance sheet and P&L statement for the last three financial years / Certificate from the auditors regarding turnover.</p>

3	Tenderers should have satisfactorily completed Supply, Installation, Testing and Commissioning of Electronic Stethoscope with any of the International /Domestic Airports /Govt of India organizations /Central Govt Departments/State Govt Departments /PSU's.	<p>i) Satisfactory completion certificate from client for Supply of Electronic Stethoscope duly stating the actual date of completion/supply.</p> <p>ii) Copy of work orders/acceptance letter from the client for Supply of Electronic Stethoscope.</p> <p>iii) Client list</p>
4.	The bidders should have sufficient no. of technically qualified support staff on their roles.	A certificate in this respect has to be submitted
4	The Bidder should not have been blacklisted by any of the reputed Govt/Public/Private organizations in India.	Self-declaration by the Bidder in the letter head duly signed and sealed (Annexure-8 format).

Note :

*Consortium/JV companies shall not be permitted.

*Not more than one tender shall be submitted by the bidder.

Tender documents can be downloaded from the website (www.kannurairport.aero) and submitted 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

Part-A

GENERAL 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 Tender on behalf of the Bidder.

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

Tender signed by the 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 tender and carry out the supply 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 tender including any loss, which the Purchaser may sustain on account of such purchase.

3) Tender documents:

The required Goods and Services, Tendering procedures and Contract terms are prescribed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents shall include: NIT, General Terms and Conditions, Special Terms and Conditions, Technical Specifications, Bill of Quantities (BOQ), etc., as given in the Index.

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's issued shall be binding on all prospective Tenderers. Such clarifications and corrigendum's 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:**

5.1 **Currency:**

- i. All Firms shall quote in Indian Rupees (INR) only for all the items in the Price Bid i.e., in the Bill of Quantity (BOQ).
- ii. In the case of the quote is in foreign currency, the bidders quote will not be considered for evaluation.
- iii. Prices Quoted by the tenderer shall be inclusive of all the charges and duties applicable in the country of origin and in India exclusive of GST.

5.2 **Language:**

- i. 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.
- ii. 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.
- iii. 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:**

- 6.1 Bidders are required to submit their Technical and Financial Bids in a sealed envelope by Speed/Registered Post or it can be dropped in the tender box kept in the office of Managing Director on or before the last date of submission at the following address:

Managing Director
Kannur International Airport Ltd
Kannur International Airport P O
Mattannur, Kannur (Dist.)
Kerala – 670708

- 6.2 Technical Bid and Financial bid should be inserted in separate envelopes and sealed, before inserting into a single envelope. Technical and financial bids shall be superscribed as “Technical bid” and Financial bid” on the respective covers in order to clearly identify between the bids. The outer envelope should be superscribed as “Notice Inviting Tender for Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport” and addressed to Managing Director, Kannur International Airport Ltd”
- 6.3 KIAL reserves the right to amend the NIT, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through the website from time to time for any updated information.

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

The bidder shall pay, a tender document fees of Rs. 2360/- and Earnest Money Deposit of Rs. 1,00,000/. The EMD is required to protect the purchaser against risk of Bidder`s conduct, which would warrant the forfeiture of EMD.

The Tender/Bid document fees and EMD shall be paid in the form of Demand Draft drawn in favour of Kannur International Airport Ltd, payable at Mattannur (Kerala). EMD of the unsuccessful bidders will be returned soon after the rejection of the bids at any stage during the tendering process and that of the successful bidder will be returned after receipt of the Security Deposit.

8. CRITICAL DATES and Time:

Sl No.	EVENT	DATE and TIME	
1	Document Download sale	Start Date :22.08.2024	End date :10.09.2024 up to 1800 hrs
2	Clarification	Start Date : 22.08.2024	End date: 26.08.2024 up to 1800 hrs
3	Bid Submission	Start Date: 22.08.2024	End date : 10.09.2024 upto 1500hrs
4	Technical Bid Opening	10.09.2024 at 15 30 Hrs	
5.	Financial Bid Opening	Will be notified after the technical bid opening process	

9. CLARIFICATION ON TENDERS:

9.1 All enquiries/clarifications in connection with this tender should be sent as email to tenders@kannurairport.aero within the stipulated time. The clarifications / queries shall be replied through email. Any Queries/letters received other than through email will not be accepted or replied. Any clarification request received after the last date for clarification, will not be replied/accepted.

9.2 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification. All responses to requests for clarification shall be through the portal only.

9.3 The Purchaser, at its discretion, can extend the deadline for the submission of Bid by amending the tender documents.

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:

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

- 11.2 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.
- 11.3 If the tenderer modifies the tender condition at any stage even after submitting the unconditional acceptance letter, then the bid submitted by the tenderer are liable to be rejected and the EMD shall be forfeited.

12. **EVALUATION of BID:**

Kannur International Airport intends to select only responsible and committed bidders for entering into an agreement with Kannur International Airport Ltd. Accordingly, the bidders shall ensure that sufficient information is provided to enable KIAL to make judgments about their suitability. In assessing the bids submitted, KIAL shall have regard to the quality and level of information provided by the bidders. From the time the bids are opened, to the time the award of the contract, the bidders should not contact KIAL on any matter related to the bid. Any effort by the bidder to influence KIAL in the examination, evaluation, ranking of the bids and recommendation for award of the contract may result in the rejection/disqualification of the bid.

KIAL will evaluate the bids of only those bidders, who have satisfied the criteria and complied with the other requirements of this NIT in a fair and unbiased manner. KIAL will also consider the past performance of the Bidder, and its constituent individuals or entities as applicable, on other contracts with KIAL in terms of quality of its operation and management. A duly constituted Tender Opening and Evaluation Committee will open the bids. All statements, documents, certificates etc. submitted by the bidders will be verified for technical evaluation. The clarifications, particulars, if any, required from the bidders will be obtained either online or in the conventional method by addressing the bidders. Further, KIAL will evaluate the Financial bid, of those, bidders who qualifies the technical bid. The selection of service provider will be the sole discretion of Kannur International Airport Ltd.

13. **Technical Evaluation**

- a. The Technical bid shall consist of the following documents: -
- i) Brief profile of the Company.
 - ii) Valid Manufacturing licence (if OEM)
 - iii) Registration certificate of the firm including the address of their factory/workshop.
 - iv) Copy of Articles of Association or Memorandum of Association or Partnership Deed or proprietorship deed duly signed and sealed, as the Case may be.
 - v) Unconditional acceptance letter as per Annexure 4.
 - vi) Undertaking for authenticity for supplies as per Annexure-6.
 - vii) Undertaking from OEM certifying that it has own sales and service centre in India mentioning complete address, contact no. etc.
 - viii) Authorisation letter from OEM (if not an OEM) to participate in the tender as per Annexure-9.
 - ix) Copy of GST Registration Certificate.
 - x) Copy of PAN card.

- xi) Self-declaration by the Bidder in the letter head duly signed and sealed (Annexure-8 format).
- xii) NIT document fee and EMD - The NIT document fee and EMD shall be submitted in a separate cover inside the technical bid superscribing the bidder's name, NIT No. and Date in the technical document. The NIT document received without EMD or EMD furnished not as stipulated in this NIT will be summarily rejected. -Annexure 1
- xiii) Technical Bid Qualification Documents-Compliance Statement -Annexure 2
- xiv) Affidavit in (Annexure-10) format
- xv) Technical Specifications Compliance in (Annexure-3) format
- xvi) Bank account details in (Annexure-5) format
- xvii) Power of attorney for signing of documents if applicable / required in (Annexure-11) format.
- xviii) Proforma for Warranty So as to Quality -Annexure 12
- xix) Client List
- xx) Duly signed copy of NIT and corrigendum
- xxi) Any other information required in the bidding documents or considered relevant by the bidder.

Financial bid Evaluation.

- a. Quoted Currency: Shall quote in INR only for all the items.
- b. Lowest "L1" bid will be decided based on the comparison of financial bids of all valid bidders and comparative statement prepared.

14) Purchase Preference & Right to Vary Quantities:

- i) **REPEAT ORDER:** KIAL reserves the right to place the repeat order, with same terms and conditions as per the first order.

15) Notification of Award and Agreement formalities:

- a. KIAL reserves the right to accept and place orders as a whole OR in part (item wise) depending upon the requirement and the tenderer shall be bound to Supply, Install, Test and commission the items at his quoted rates either in part or as a whole as required by KIAL.
- b. The Purchaser will notify the successful tenderer in writing by Speed Post/e-Mail to be confirmed in writing by letter that his tender has been accepted.
- c. The successful tenderer shall enter into a contract agreement with Kannur Airport within 15 days of the date of work order or within such extended time as may be granted by Kannur Airport.
- d. The cost of stamp paper shall be borne by the Contractor. In case, the Contractor does not sign the agreement as above or does not start the work within 10 days of the issue of work order, his earnest money is liable to be forfeited and workorder consequently will stand withdrawn.

16) SECURITY DEPOSIT (SD) (in Proforma : Annexure-7)

The successful tenderer on award of the work shall be required to furnish Security Deposit (SD) **within 10 days from the receipt of work order.** The SD shall be in the form of irrevocable Bank guarantee executed in Non-judicial stamp paper worth Rs. 200/- (INR) from any of the Nationalized Bank of India.

The bidder shall submit Bank Guarantee (BG) to Kannur International Airport for value equal to **10% (Ten percent)** of the total contract amount for BoQ Sl No.1 as per format given as Annexure-7 (i.e. Format for Bank Guarantee towards Security Deposit) from a Nationalized/Scheduled Bank (as per Reserve Bank of India schedule), having office in India. The Bank Guarantees shall remain valid for warranty period (24 months) + 3 months after the expiry of warranty/defects liability period.

**** Only on submission & acceptance of Bank guarantee towards security deposit for the work, the EMD of the successful bidder, received along with tender would be released.**

The bidder shall also submit separate Bank Guarantee after completion of warranty period to Kannur International Airport for value equal to 5% (Five percent) of the total contract amount for BoQ Sl No.2 of Kannur International Airport (ie 5 % on the total accepted amount for 5 years of All Inclusive Comprehensive Maintenance Contract (in which 2 years warranty/DLP + 5 years AICMC period) and this BG shall be valid for a period of 3 months beyond the scheduled date of completion of operation and AICMC contract (ie validity shall be for 87 months) and will be release after successful completion of operation and AICMC period.

Note: The format for Bank Guarantee towards SD shall be as per **Proforma (Annexure-7)**. No other format of security shall be acceptable to KIAL.

KIAL will not pay any interest or any other expenses, whatsoever, incurred by contractor towards submission Security deposit. 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.

17) **CHARGES, DUTIES and GST:**

1. The final quoted price should include all the applicable charges or duties whatsoever applicable in India or the statutory levies applicable to this contract including packing, forwarding and transportation. Your quote must be exclusive of GST as GST will be paid extra. i.e. GST will be paid to the contractor against submission of proper GST invoice to KIAL at the appropriate time. KIAL will not entertain any claim whatsoever beyond the final quoted price other than GST which is payable extra to the contractor. Cost of packing, forwarding and transportation shall be borne by the Contractor.
2. 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.

18) **Quality & Standards:**

1. The bidder shall state, where applicable, the National or other international standard(s) to which the whole, or any specific part, of the system, software, or training complies.
2. The requirements given in this document are firm and no deviation of any kind is acceptable. The equipment supplied shall be free from all defects and designs, material and workmanship. Upon written notice from KIAL, the successful tenderer shall fully remedy free of expenses to KIAL such defects as developed under the normal use of the said equipment within the warranty period from the certified date of successful completion of work.

19) **CORRESPONDENCE:**

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

For all purpose of the Contract, 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 all kind, fire, natural calamities like flood, lightning, earth quake etc. The scope of insurance (Erection All Risk Insurance) shall cover the entire value of the equipment from time to time and the period shall be up to issuance of completion certificate and handing over to KIAL.

Any loss or damage to the equipment due to mishandling, transportation etc., till such time the equipment is handed over to KIAL 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 the portion of equipment damaged or lost. The contractor shall provide the purchaser with a copy of the insurance policy and documents taken out by him in pursuance of the contract. Such copies of the documents shall be submitted to the purchaser immediately after the insurance coverage before the materials are dispatched from OEM's factory.

Transportation and Insurance

The quote shall include all freight, transportation and insurances including unloading at site .

Dispatch Details: - Stores are required at following address.

Sl. No.	Consignee	Address
1	Chief Security Officer, Kannur International Airport	Kannur International Airport Kannur International Airport P.O, Mattannur, Kannur, Kerala -670708

Packing, Forwarding and Shipment

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

Payment terms

- I. Payment shall be released by Kannur Airport. 100% payment against receipt, inspection and acceptance of material by the consignee at destination. The payment for supply item will be released by KIAL subject to the fulfilling of the following documents.
 - i) Signed Commercial invoice in one original and four copies.
 - ii) Packing List in triplicate.
 - iii) Supplier's test certificate to confirm that the system dispatched meets the contract specifications and relevant standards in all respects.
 - iv) Item inspection certificate issued by authorised officer of Kannur Airport, stating that items received are of good condition.
 - v) Completion certificate issued by Chief Security Officer.
 - vi) Payment shall be released after determination of actual quantum of levy of compensation for delay and recoveries if any, which the firm might have rendered themselves liable as per provision of contract.
 - vii) Confirmation letter of KIAL certifying receipt of technical catalogues / drawings.

21) Delivery of Equipment & Completion Period:

- i) The completion period for the delivery of items is 90 days which shall be reckoned from the date of issue of work order/ Letter of Intent (LOI).
- ii) The successful tenderer shall be solely responsible to ensure the following:
 - a) Sound packing of their item 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 trans-shipment if applicable.
 - f) Receipt of equipment at site and their safe custody till they are installed, tested and commissioned and site insurance, until handed over to the authorized representative of the Kannur International Airport.
 - g) Installation, testing and commissioning of Electronic Stethoscope as specified.
 - h) Technical handing over of the item to the authorized representative of the Kannur International Airport Ltd.
 - i) Maintenance of the items during warranty/Defects liability period as per the recommended practice.

22) DELAY & NON-CONFORMANCE COMPENSATION FOR DELAY.

- i) In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to 0.5% (**Zero point five percent**) for every week or such amounts decided by competent Authority (whose decision in writing shall be final) on the contract amount of the whole work or quantum of work that remains uncompleted provided always that the entire amount of compensation to be paid under the provisions of this Para shall not exceed 10% (**TEN percent**) of the contract amount.

- ii) The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Time taken by KIAL and local statutory authorities for approval of drawings, design, estimate etc., force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with KIAL.

23) EXTENSION OF TIME:

- i) This item is urgent and hence the completion period as per contract shall be adhered to strictly. However, in case of extraordinary situations which may delay the completion of the supply, the contractor shall apply for extension in time.
- ii) If the contractor desires an extension of time for completion of the supply on the ground of having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Chief Security Officer of the Kannur International Airport within 7 days of the date of hindrance on account of which he desires such extension as aforesaid.
- iii) If KIAL is satisfied that the grounds shown are reasonable, shall authorize such extension of time, which is necessary or proper, with approval of competent Authority.
- iv) 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.
- v) KIAL may extend the delivery period without Liquidated Damages if the reasons given by the supplier are found justified. Otherwise, delivery period will be extended with levy of Liquidated Damages.
- vi) KIAL reserves the right to cancel the order wholly or in part without any liability to pay cancellation charges and forfeit the EMD and or en-cash the performance Bank Guarantee in full absolutely, in case of delay in supplies.
- vii) 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.

24) FORCE MAJEURE

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

- i) That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Supplier informs the KIAL in writing that the Supplier considers himself entitled to an extension of the time limit.
 - ii) 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.
 - iii) That the Supplier proves that the said conditions have interfered with the carrying out the contract.
 - iv) That the Supplier proves that the delay occurred is not due to his own action or lack of action.
 - v) Apart from the extension of the time limit, force majeure does not entitle the supplier to any compensation of damage or loss suffered.
- 25) **WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION / DRAWING/ ORDERS, ETC.:**

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

26) **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, and to sell any Government promissory notes etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due to the contractor under this or any other contract with the Kannur International Airport Ltd. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Kannur International Airport Ltd on demand the balance remaining due.

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.

27) **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.

28) 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 fulfilment of the contract.

29) 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.
- E. General drawings.
- F. Sound Engineering practice as directed by the Chief Security Officer whose decision in this regard shall be final and binding on the Contract.

30) 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.

31) FRAUDULENT PRACTICES

“Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

- If it is observed during bidding process/ bids evaluation stage/ that a bidder has indulged in fraudulent practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited. Further, such agency shall be banned for future business with KIAL.
- If an agency, is found to have indulged in fraudulent practices, during execution of contract, the agency shall be banned for future business with KIAL. Subsequently, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and

Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

- If an agency is found to have indulged in fraudulent practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with KIAL. Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be forfeited.
- If an agency is found to have indulged in fraudulent practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with KIAL.

Note: The banning shall be through a banning order issued by KIAL.

32) 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.

- 33) **EXPORT LICENCE / EXPORT PERMISSION:** It is entirely the responsibility of the suppliers who are quoting for materials of foreign origin to ensure obtaining export permission/licence/authorisation as required from the respective Government before arranging shipment. It is, therefore, necessary that the Suppliers offering equipment from foreign countries shall have thorough knowledge of export contract regulations in vogue in those countries. The Suppliers shall indemnify the purchaser against any consequences in respect of any end-use declaration they/their overseas Principals may furnish to the government/government agencies of the country of origin of the materials, while seeking export permission/licence. Post supply inspection, contrary to the terms and conditions of purchaser's contract shall be deemed to be null and void. Kannur Airport reserves the right to reject any offer, which is not in conformity with the above conditions. Whenever an End-use Certificate is desired by the Supplier, the same shall be clearly mentioned in the offer and Kannur Airport shall provide an End-user Certificate as per our standard format. The Purchaser will not provide any other document/declaration in this regard.

- 34) **Limitation of Liability:** The maximum liability under this contract is limited to awarded value of the work.

35) SUB-LETTING OF WORK:

The supplier shall not sublet the contract or any part thereof to any other agency.

SECTION III

SPECIAL TERMS AND CONDITIONS OF CONTRACT (STC)

1. SCOPE OF THE WORK:

The scope of the work consists of the Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport (1 no.) as per the specification mentioned in Section-IV with 2 years free warranty/Defect Liability Period with period of completion of 90 days. This period shall be reckoned from the date of issue of work order.

Point wise scope of work is indicated as under: -

Delivery, Installation, testing and commissioning of Electronic Stethoscope as per the specifications of Kannur International Airport.

- i) On job operation and maintenance training for a period of one week for KIAL Officers/CISF personnel or their nominated person to a maximum of 10 no's of person to the entire satisfaction of purchaser on site. The cost towards the same is deemed to have included in the rate offered for the equipment.
- ii) Training of KIAL Officers / CISF Personnel as well as Staff concerned.
- iii) Making arrangement and payment of Freight, Insurance, duties, Transportation and customs clearance charges (if applicable) for the supply item.
- iv) Making arrangement for transportation, Insurance and its payment for the supply item to KIAL.
- v) Before the equipment is taken over by the Purchaser , the Supplier shall supply installation, operation, repair and maintenance manuals of supplied item. This shall include User Operation Manuals and Equipment Maintenance Manuals
- vi) Providing free warranty of 2 years to the item supplied from the date of delivery, during which agency would be responsible to attend and resolve any complaint related to the any of the item, free of charge. Agency also will be liable to repair/replace any damaged part free of cost during this period.
- vii) Item have to be supplied as Bill of Quantity (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 KIAL as required in the specifications and contract documents. Any modification in the terms and conditions of the Tender which are not acceptable to KIAL shall also be treated as a major modification.
- 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 rate, nothing extra whatsoever will be paid in this regard. The decision of KIAL in this regard will be final and binding on the tenderer.

- x) The Tender shall remain open for acceptance for a period of 180 days from the date of opening of Tender. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Kannur International Airport Ltd. shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
- xi) The foreign supplier shall provide effective after sales and service facilities during warranty period and thereafter through its Indian subsidiary.

2. BID PRICES

- i) Prices quoted in Financial Bid shall be for destination and entered in the following Manner:
- ii) The price quoted for the item shall be inclusive of all applicable charges and duties if any except GST in India.
- iii) The bidder shall quote only one price for the item of same specification against the nomenclature in BOQ. The price schedule will be as per nomenclature of item. Offering product with options of more than one brand or multiple models of same brand against one item or changing the nomenclature from the specified nomenclature in price schedule of KIAL shall make the Technical/Financial Bid of the vender invalid and such offer will be considered non-responsive & incomplete and will not be considered for financial evaluation.
- iv) The bidder shall quote as per specifications in Section-IV of NIT. Price shall include costs of all the accessories (Hardware and software) needed to meet the required performance as per Technical Specification.
- v) The price 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

- i) 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, which he proposes to supply under the Contract.
- ii) The documentary evidence of the Item 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.
- iii) Compliance Statement shall be one of the two statements viz. "Yes" or "No". No other remarks or comments will be accepted.
- iv) Bidder must attach required technical brochures / literatures / data sheets for the product 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.

- v) The supporting documents downloaded from websites shall have the complete URL of the page in the header or footer.
- vi) Each specifications sought shall be marked or highlighted in the attached brochures / literatures / data sheets. The brochures / literatures / data sheets shall be superscripted with the Item Number and shall be arranged sequentially. The supporting documents shall carry all the required specifications and same shall be marked.
- vii) The technical specifications compliance statement submitted as per Annexure-3 shall be duly supported by technical literature, equipment brochures & other related reports / documents from the OEM. The compliance statement not supported by the documentary evidence shall not be considered. Such bids shall be considered as non-responsive and may result in rejection on technical grounds.
- viii) The products offered by the bidder shall be supported with 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.
- ix) The product/configuration offered by the bidder must be standard and proven. Bidder shall submit a list of clients/locations where similar product/ configuration are available. KIAL, if so desire, may visit these locations to verify that all the specifications and operational requirements are met as mentioned in the tender document. Any non-compliance observed during such visits shall lead to rejection of bid.
- x) 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)

- i) 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

- i) The right to accept the tender in full or in part/parts will rest with KIAL. However, KIAL does not bind itself to accept the lowest tender and reserves to it-self the authority to reject any or all the tenders received without assigning any reason whatsoever.
- ii) 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.

- iii) The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
- iv) The documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. KIAL also reserves the right at its sole discretion not to award any order under the tender called KIAL shall not pay any costs incurred in the preparation and submission of any tender.
- v) If the bidder gives wrong information in his Tender, KIAL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.
- vi) Should a bidder have a relation or relations employed in KIAL in the capacity of an officer, the authority inviting tender, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in KIAL has / have tried to influence the tender proceedings then KIAL at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.
- vii) 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.
- viii) Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by KIAL shall not be considered.

6. ISSUE OF PURCHASE ORDER:

- i) The acceptance of the tender will be intimated to the successful bidder by KIAL, either by letter or by e-mail.
- ii) The issue of a Purchase Order shall constitute the intention of Buyer to enter the contract with the bidder.
- iii) Acceptance of the Purchase Order will be deemed as effective from the date of issue of Purchase Order.
- iv) KIAL shall be the sole judge in the matter of award of contract and decision of KIAL shall be final and binding.
- v) 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 in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

8. QUALITY ASSURANCE REQUIREMENTS

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

9. TESTING AND INSPECTION OF EQUIPMENT/ COMPONENTS:

Testing and Inspection: The testing and inspection of the equipment / items procured shall be carried out at Kannur Airport.

- i) Pre-installation testing: This testing / inspection shall be performed at KIAL at the time of delivery of the equipment and the inspector shall inspect the goods against any physical damage on delivery. The inspector shall also check the goods delivered against the models ordered. The inspector shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of make & model. The inspector shall also receive the goods after inspection.
- ii) Post installation Acceptance testing: This testing / inspection shall be performed after the completion of installation. The inspectors shall verify the component level details during this testing and shall sign the installation report after successful completion of the post installation testing. Defects / shortcomings brought out in this testing shall have to be attended as per the contract within the permitted time schedule.
- iii) The testing & inspection as per clause no. 9(i & ii) in any way not relieve the Contractor from any warranty or other obligations under this contract.
- iv) If any Item or any part thereof, before it is taken over is found defective or fails to fulfill the requirements of the contract, the consignee shall give the Contractor notice setting forth details of such defects or failure. The Contractor shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report. The replacements by the Contractor shall be made free of all charges at site. Should he fail to do so within this time, the Buyer reserves the discretion to reject and replace at the cost of the contractor the whole or any portion of the items as the case may be, and that is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Buyer shall be deducted from the amount payable to the Supplier.
- v) The Inspector shall have the power:
 - a. To certify that equipment or any portion thereof are not in accordance with the contract, owing to adoption of any unsatisfactory method of manufacture/ installation, before any equipment or part thereof are submitted for pre-delivery inspection;
 - b. To reject any equipment or parts submitted or faulty installation as not being in accordance with the specifications;
 - c. To reject the whole of the equipment tendered for inspection, if after inspection of such portion therefore as he may in his discretion think fit, he is satisfied that the same is unsatisfactory and;
 - d. To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

10. CONSEQUENCE OF REJECTION:

- i) If on the equipment or the installation work, or its part thereof, being rejected by the inspector or purchaser the contractor fails to make satisfactory supplies or rectify the faulty work thus

executed within the stipulated period of delivery/completion period, the purchaser shall be at liberty to:

- a. Allow the contractor to re-submit the equipment or parts in replacement or re-do the Installation of those rejected, within a time to be specified, the contractor bearing the cost of freight if any on such replacement without being entitled to any extra payment on that account; or
 - b. Purchase/execute/ or authorize the purchase/execution of quantity/work of the equipment/installation or parts rejected or others of a similar description through a separate agency (when equipment/installation or parts exactly not comply with specifications or in the opinion of the purchaser, which shall be final, not meeting the specifications) at risk and cost of the contractor and without affecting the contractor's liability as regards supply and installation of any further installation done under the contract; or
 - c. Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment/installation or others of a similar description through a separate agency (when equipment/installation or parts exactly not comply with specifications or in the opinion of the purchaser, which shall be final, not meeting the specifications) at the risk and cost of the contractor.
 - d. In the event of action being taken under such clause above the provision of delivery clause as far as applicable shall prevail.
 - e. INSPECTOR'S DECISION AS REJECTION FINAL: The inspector's decision as regards the rejection shall be final subject to contractor's appeal.
 - f. NOTIFICATION OF RESULT OF INSPECTION: Unless otherwise provided in the specification or schedule, the examination of the equipment/installation or parts will be made as soon as practicable after the same have been submitted for inspection and the result of the examinations will be notified to the contractor.
 - g. MARKING OF THE EQUIPMENT: The contractor shall if so required at his own expenses mark or permit the Inspector to mark all the approved equipment or parts with a recognized Purchaser's marks and parts which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.
 - h. REMOVAL OF REJECTIONS:
Any equipment/Installation or parts for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as hereinafter provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned, it will be deemed to have been served on the contractor at the time when such letter would be in the course of ordinary posts reach the contractor. It shall be competent for the Inspector to call upon the contractor to remove what he considers to be dangerous, infected or perishable equipment or parts to be removed within 48 hours of the receipt of such intimation.
- ii) Such rejected equipment or parts shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such equipment/ installation or parts are not removed by the contractor within the period above mentioned, the Inspector may either return the same to the contractor at his end by such mode of transport as the purchaser or Inspector may select

or dispose of such equipment or parts at the contractor's risk on his account and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected equipment or parts are not removed.

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

- i) Successful bidder shall protect and fully indemnify the KIAL from any claims for infringement of patents, copyright, trademark, license violation or the like.
- ii) Successful bidder shall also protect and fully indemnify the KIAL 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.
- iii) Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the KIAL from any claims/penalties arising out of any infringements and indemnify completely the KIAL from any claims/penalties arising out of any infringements.

12. STANDARDS

- i) All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the minimum ISO 9001 or higher accepted international standards for this type of work.
- ii) The bidder shall also state, where applicable, the National or other International standard(s) to which the whole, or any specific part, of the system, software, or training complies.
- iii) The Electronic Stethoscope should comply to the BCAS specification and to the latest amendment of the BCAS specifications as on date if any.

13. TIME SCHEDULE / WORK COMPLETION PERIOD:

The work completion period for Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport shall be 90 days. The time and date of completion of the works as contained in the supplier's proposal and as agreed to contractually after modifications, if any, shall be final and binding upon the supplier. It must be understood that the supplier has made the proposal after fully considering all such factors which may have any bearing on the time schedule of the contract, and no extension in the schedule whatsoever shall be permitted on these accounts by KIAL.

14. GUARANTEE / WARRANTY

- 14.1. The Supplier shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material and workmanship for a minimum period of 24 (twenty four) calendar months commencing from the date of satisfactory commissioning and handing over of the equipment. The Supplier's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-Suppliers, under normal use and arising solely from faulty design materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the use of the equipment. Such replaced defective parts shall be returned to the Supplier unless otherwise arranged. No repairs or replacements shall normally be carried out by the Purchaser when the equipment is under the supervision of the

Supplier's supervisory engineers. In the event of an emergency where, in the judgment of the Purchaser, delay would cause serious loss or damage, repairs or adjustments may be made by the Purchaser or a third party chosen by the Purchaser without advance notice to the Supplier and the cost of such work shall be paid by the Supplier or by the surety. In the event such action is taken by the Purchaser, the Supplier will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not relieve the Supplier's liability under the terms and conditions of the contract.

- 14.2. If it becomes necessary for the Supplier to replace or renew any defective portions of the equipment under the clause, the provisions of this clause shall apply to the portions of the equipment so replaced or renewed until the expiration of 24 months from the date of such replacement or renewal. If any defects be not remedied within the reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and costs but without prejudice to any others rights which the purchaser may have against the Supplier in respect of such defects.
- 14.3. The repaired or new parts will be furnished free of cost by the Supplier. If any repair is carried out on his behalf at the site, the Supplier shall bear the cost of such repair.
- 14.4. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Supplier shall be borne by the Supplier.
- 14.5. The acceptance of equipment by the Purchaser shall in no way relieve the Supplier of his obligation under this clause.
- 14.6. In the case of these defective parts which are not repairable at site but are essential for the operation of the equipment, the Supplier and the Purchaser shall mutually agree to a programme of replacement of renewal which will minimize interruption to the maximum extent in the operation of the equipment. The cost of transportation of such defective parts from site to the work of the contract and back shall be borne by the Supplier.
- 14.7. At the end of the Guarantee period the Supplier's liability ceases except for latest defects. Provided there is no AMC for the item for further period.

15. **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.

16. **TECHNICAL MANUAL**

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

17. **SUBMISSION OF DOCUMENTATION**

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

18. DELIVERY DESTINATION (Name & Address Port Consignee)

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

19. TRAINING OF KIAL/CISF OFFICERS AND STAFF

The successful bidder shall impart on job operation and maintenance training for a period of one week for KIAL/CISF staff or their nominated persons as and when applicable during contract period. The all required document (training handout notes) including deployment of expert in the training are in the scope of successful bidder. The cost towards the same is deemed to have included in the rate offered for the equipment.

The scope of work envisages that the Bidder shall undertake to train KIAL/CISF staff in different aspects of equipment design, functioning, field installation, testing, commissioning, system management, operation & administration, maintenance, and repair to the satisfaction of the purchaser on site.

The bidder shall provide training on equipment at Kannur International Airport, as per details given below:

- a) Training at the site shall cover functional, operational, Configuration and Administration training on the offered model of the equipment. The contractor shall conduct Training for a period of one week .
- b) Training Material: The Contractor shall be fully responsible for providing Training Materials (in hardcopy) to the Trainees, preferably prior to the commencement of the Training. 3 sets of printed training materials should be submitted to KIAL.
- c) A soft copy of the complete training materials should be submitted on CD/DVD.
- d) The training shall take place on site during the installation/commissioning phase.
- e) All training instructions and document during training shall be written in English language.
- f) KIAL will provide the rooms for conducting training. All other facilities should be arranged by the contractor.
- g) The Contactor must bear all the charges for training and the same shall be considered while quoting in the price bid. These expenditures shall be deemed to have been included by the Contractor in the bid and no additional payment, whatsoever, in this regard shall be made to the Contractor

20. TECHNICAL PRESENTATION & DEMONSTRATION:

The bidder has to make a detailed technical presentation in front of the technical evaluation committee of KIAL after the technical bid opening. The time allotted for the presentation is 2 hrs. During the technical presentation, the vendor should explain the detailed design and working of the quoted equipments with advantages and limitations. The date and time of the technical presentation will be

intimated later. KIAL reserves the right to conduct the technical evaluation of the offered products before opening of the commercial bid by physically testing the quoted model of Equipment/s by a technical committee consisting of 3 officers from KIAL/CISF/BCAS. The bidder should be ready to offer equipment of the same model quoted for a technical evaluation/demonstration, at Kannur . If the technical evaluation is conducted at a place other than Kannur International Airport, travel, accommodation and related expenses of the committee for the inspection of the equipments and expense for the technical demonstration should be borne by the bidder. Any inspection by KIAL does not relieve the bidder from its agreed contractual obligations.

21. LONG TERM AVAILABILITY OF SPARES:

The Supplier shall guarantee the availability of spares to the purchaser for a minimum period of seven (7) years from the date of handing over of the equipment to KIAL. The Supplier shall guarantee that before going out of production of spare parts of the equipment covered under the contract even after seven years, he shall give the purchaser at least 12 months advance notice so that the latter may order his bulk requirement of spares if he so desires. The same provision will also be applicable to sub-Suppliers.

The Supplier shall provide to the purchaser with a 'DIRECTORY' of sub-Suppliers giving full addresses and other particulars etc. The Purchaser so desires, shall have the right to procure the spares directly from the sub-Suppliers.

SECTION IV: TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR ELECTRONIC STETHOSCOPE

Refer BCAS Circular No 18/2010 dated 23.08.2010 (Appendix D)

1. Utility - It is important detection equipment used for checking a suspected IED for any mechanical or electronic timer device.
2. Should be able to locate source of excess bearing and any mechanical noise.
3. Should have facility for recording to store data for future analysis.
4. Should have minimum 02 probes of varied length and which can be manipulated.
5. Should be provided with ear defender headsets with minimum 2 mtrs cable.
6. Have jack socket out put for recording.
7. Low battery indicator.
8. Operative under temperature of 0-50-degree C.
9. Should have rechargeable battery up to approx 30 hrs.
10. Body should be made of ABS plastic which is comfortable to hold and operate.
11. Should have transducer which can detect very low resonant noises.
12. Should be light weight, portable and shock resistant carrying case. 11. The amplification of sound should be of the order of 5, 00,000 or better at a distance of 1m. 12. Search head should not be affected by loud noise in the surroundings.
13. The sensitivity should be very high with option to optimize it by adjustment of gain and frequency control.
14. Should have non contact sensors only and be capable to sense the timers from a safe distance of not less than 3 cm.
15. Mechanical (acoustic and vibration), electromechanical (pagers, cellular phones based) and electronic timers (quartz digital, wrist watch based) to be detected.
16. Should have mechanical, electrical, vibration and acoustic channels to detect the electromechanical based as well as wrist watch based fuses, electronic remote-controlled devices, mechanical timers within the frequency range of 0.3 to 3 KHz or better.

SECTION V: - WARRANTY /DEFECT LIABILITY PERIOD& 5 YEARS AICMC PERIOD

GENERAL CONDITIONS:

- 1) The contractor should ensure uptime for the equipment which is calculated on a monthly basis during both Warranty and AMC period. KIAL shall have the right to charge suitable penalty on the Contractor for not meeting uptime which is calculated on a monthly basis. All maintenance is to be based on the philosophy of initial service by substitution by the Contractor, or their appointed agent. To that end, all equipment shall be constructed on a modular basis to facilitate substitution of cards or modules in the event of failure. The system infrastructure shall be so designed that failure of one element, and its subsequent replacement, shall not affect the satisfactory operation of other elements. Contractor shall offer, and cost, the provision of full maintenance. This is defined as the Contractor, or their appointed agents, performing all repair and maintenance, any preventative maintenance, breakdown maintenance, including a collection and delivery service for any equipment or parts requiring to be removed for repair.
- 2) Contractor shall offer to provide cover to the following levels:
 - a) 48 hour response time for minor faults.
 - b) 1 week response time for major faults.
- 3) The equipments will be in continuous use. Regular maintenance shall be transparent to the users. No degradation of service is acceptable during normal maintenance activities. Systems should be designed to permit diagnosis of faults by operations staff and rectification of faults by board or module replacement. Wherever practical, all connectors should be of a quick release type.
- 4) The Supplier shall quote separately the annual charges for a Comprehensive maintenance contract for a period of 5 years after the warranty period of 2 years. The All Inclusive Comprehensive Maintenance Contract (AICMC) charges include all spares, accessories, consumables required for the maintenance work and labour. The labour or manpower shall be deputed on need basis only .Full time deployment of labour/manpower is NOT necessary. The 5-year AICMC period would be reckoned after expiry of 2-year warranty period or Defect Liability Period.
- 5) Any parts/components that may be found defective by the Purchaser due to manufacturing defects, faulty parts components and workmanship, within the warranty and AICMC period, should be replaced or repaired immediately in good working condition, free of cost, by the Supplier. All the cost occurred during the warranty and AICMC period like labour (on need basis) , material, transportation, loading, unloading, freight, taxes, including custom duty, levies, octroi, entry taxes etc. should be borne by the supplier.
- 6) The Supplier should carry out regular (Quarterly) preventive maintenance and calibration as per BCAS/MHA standard during both warranty period and AMC Period.
- 7) All minor complaints should be rectified within 48 hours from reporting of the complaint. And all major complaints should be rectified or defective parts should be replaced or standby equipment should be arranged not exceeding 1 week after receiving the complaint call. This is applicable for all 365 days in the year. If the fault could not be rectified by the stipulated time period, necessary standby arrangement should be provided by the supplier. This is applicable for both warranty and AICMC

period. The Supplier should maintain successfully and satisfactorily the Equipment on round the clock basis including Sundays and holidays.

- 8) The AICMC of the equipment shall be entrusted with the concerned supplier/dealer/manufacturer if required to ensure the smooth functioning of the system. If the supplier does not perform the duties as per this contract during both warranty and AICMC period KIAL reserves the right to charge necessary penalty to the supplier.
- 9) The penalty for not meeting above mentioned uptime for each Equipment will be calculated as per following SLA criteria:

Monthly Downtime	Equipment	Penalty Charges
< =7 days		NIL
> 7 days and <= 14 days		3% of the monthly AICMC charges, per day
> 14 days and < 30 days		5% of the monthly AICMC charges, per day
> 30 days		Suitable penalty as decided by KIAL, not more than annual AICMC charges

- 10) If the supplier does not perform the duties as per the tender conditions during both warranty and AMC period, KIAL reserves the right to get proper service by any means at the risk and cost of the Contractor in full or part and recover the expenses by invoking the bank guarantee / security deposit submitted by the Contractor. After the expiry of the 5th year AICMC, KIAL may consider to extend the AICMC for a further period of 5 more years, with the same party, at a negotiated AICMC cost of not more than 5% annual increase over the AICMC cost of the previous year.
- 11) Spares: All spares, accessories and consumables required for the maintenance work shall be supplied by the firm at no extra cost to KIAL. All necessary spares like Control cards, Interface Cards etc. shall be kept in the custody of the contractor at his own responsibility for easy availability and maintaining uptime for each Equipment. The required minimum spares for the Equipment shall be kept in ready stock at Kannur for the immediate attendance of minor / major breakdown. Contractor may also keep the spares for the Equipment at their premises. But, the SLA as per the contract terms should be met by the Contractor.
- 12) Consumables: The battery used for all the equipments, if any, shall be considered under the scope of the warranty and AICMC. All operational consumables also should be considered under the scope of warranty and comprehensive AICMC. The store and spares should be available for checking by KIAL Engineer-in-Charge. The contractor shall supply all the consumables required for the smooth operation of all the supplied equipments during both Warranty and AICMC period and the cost of the consumables during both warranty and AICMC period shall be included in the Price Bid. 40 bags are expected to be screened/tested per day. This may be considered for calculating the consumables requirement. In addition to the above, bidder shall submit the list of all consumables of the quoted model of equipments along with the Technical bid (Cover-1) and the price of each consumable item

shall be submitted along with the Commercial bid (Cover -2). The prices quoted shall be all inclusive of taxes, duties etc but excluding GST.

- 13) Security deposit: KIAL reserves the right to withhold the security deposit if the maintenance service is not satisfactory as per the contract.
- 14) Maintenance Staff: The service engineer deputed for maintenance services should be well qualified and experienced for servicing the supplied equipments. The maintenance staff should have undergone proper training on supplied Equipment. He should be contactable all 24 hrs in a day for all 365 days in the year. The staff should provide necessary documents to prove that they belong to the contracting firm.
- 15) In case maintenance personnel are not present for maintenance service as per SLA specified above, KIAL reserves the right to impose suitable penalty on Contractor.
- 16) Change in installation: The firm shall not make any change in the original installation or their specifications without prior approval of Chief Security Officer/Chief Operations Officer or his authorised representative
- 17) Security regulations: The contractor's maintenance staff should abide by all security regulations at the Airport. Formalities for the entry passes for the service personnel should be met by the contractor. All the laws of the land should be abided by the contractor.
- 18) Safety Requirements: The firm has to take care of all the required safety procedures related to the work.
- 19) Tools and equipments : All necessary tools and equipments required for the maintenance work should be provided by the firm at no extra cost.
- 20) Log Books & Registers: Necessary logbooks, Maintenance registers, Snag register etc. are to be properly maintained as per the instruction of Officer in charge of KIAL
- 21) Service report: The service report for all the equipments shall be submitted to KIAL regularly.
- 22) At the end of All-inclusive Comprehensive Maintenance Contract, the Contractor shall handover the equipment to KIAL in good working condition after carrying out all necessary checks to the satisfaction of KIAL /CISF Official. In case any defects are noticed at the time of taking over by KIAL the same shall be rectified and cost of the same shall be recovered from the Contactor.
- 23) Other specifications regarding the comprehensive annual maintenance contract and warranty including all spares:
 - a) This is a Comprehensive Annual Maintenance Contract inclusive of periodical servicing, breakdown maintenance with all spares and consumables etc. No extra claim will be entertained in this regard.
 - b) Complete Equipment including its accessory parts, mechanical, electrical and electronic components shall be checked every month and needful shall be done to ensure trouble free operation of the Equipment. The necessary logbooks and registers are to be maintained & submitted to KIAL.
 - c) The proper calibration of equipments should be conducted minimum once in a month in the presence of KIAL authorities and get certified.

- d) Major servicing and over hauling, etc. are to be carried out as per the requirement or as per the instruction of the concerned engineers.
- e) Any defects / problem noticed in the Equipment are to be attended immediately through the authorized service engineers.
- f) The required minimum spares for the Equipment are to be in ready stock at Kannur for the immediate attendance of minor / major breakdown.
- g) The sufficient stock of consumables is to be kept in stock locally for the regular servicing.
- h) The firm has to submit weekly/monthly service report to the Engineer-in-charge in the prescribed format.
- i) All the worn out parts and accessories are to be replaced as and when required.
- j) Sufficient staff should be available for duty on call/need basis to ensure the smooth operation of the equipment. If additional man power is required to attend the servicing / breakdown or operation, the contracting firm has to deploy the man power as per the requirement without any extra cost to KIAL.
- k) The staff on duty has to report to the Engineer-in-Charge.
- l) The duty personnel / staff has to be properly co-ordinated with all the concerned departments / officers for the maintenance / repairs / shutdown ETC.
- m) The contracting firm has to replace the personnel engaged for the work if their performance/behaviour is not found satisfactory or they are violating the instructions, rules and regulations of Airport Authorities.
- n) The contracting firm is liable to pay necessary compensation / penalty to KIAL for any defaults or breach of contracts .
- o) If the equipment is not available for use or the breakdown is delayed unduly, necessary penalty as decided by KIAL will be charged from the contracting firm.
- p) KIAL reserves the right to terminate the contract at any time with one month's notice, if the performance of the contracting firm is not found satisfactory.

SECTION VI:
FINANCIAL BID

BILL OF QUANTITY (BOQ)

Instructions to bidders for filling up the BOQ

The Bidders shall make their Quote in the relevant columns of BOQ, supported by complete list of deliverables with make & model of equipment and accessories fully meeting the operational and technical requirement as spelt out in the tender.

- 1) Prices Quoted by the tenderer shall be inclusive of all the charges and duties applicable and excluding GST.
- 2) **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 equipment /material to be supplied at site (Kannur International Airport Limited).
 - (iii) KIAL shall be entitled to deduct at source any tax as may be required by the laws in force in India and shall furnish to the contractor a certificate in the prescribed form.
 - (iv) The rate must be clearly written in figures and words free from over writing, cuttings and alterations. Corrections if any , be done clearly and properly attested.
 - (v) The price bid shall be filled in with only with one ink.

BILL OF QUANTITY (BOQ)

Name of Work : Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport

Tender No: KIAL/P&S/BDDS/2024-25/07

Sl.No.	Item Description	Unit	Quantity	Quoted Rate (Excluding GST) In Rs	Amount in figures and Words (Excluding GST) In Rs	
					In Figures	In Words
1.	<p>Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport as per technical specifications given below:</p> <ol style="list-style-type: none"> 1. Utility - It is important detection equipment used for checking a suspected IED for any mechanical or electronic timer device. 2. Should be able to locate source of excess bearing and any mechanical noise. 3. Should have facility for recording to store data for future analysis. 4. Should have minimum 02 probes of varied length and which can be manipulated. 5. Should be provided with ear defender headsets with minimum 2 mtrs cable. 6. Have jack socket out put for recording. 7. Low battery indicator. 8. Operative under temperature of 0-50-degree C. 9. Should have rechargeable battery up to approx 30 hrs. 10. Body should be made of ABS plastic which is comfortable to hold and operate. 11. Should have transducer which can detect very low resonant noises. 12. Should be light weight, portable and shock resistant carrying case. II. The amplification of sound should be of the order of 5, 00,000 or better at a distance of 1m. 12. Search head should not be affected by loud noise in the surroundings. 13. The sensitivity should be very high with option to optimize it by adjustment of gain and frequency control. 14. Should have non contact sensors only and be capable to sense the timers from a safe distance of not less than 3 cm. 15. Mechanical (acoustic and vibration), electromechanical (pagers, cellular phones based) and electronic timers (quartz digital, wrist watch based) to be detected. 16. Should have mechanical, electrical, vibration and acoustic channels to detect the electromechanical based as well as wrist watch based fuses, electronic remote-controlled devices, mechanical timers within the frequency range of 0.3 to 3 KHz or better. <p>Refer BCAS Circular No 18/2010 dated 23.08.2010 (Appendix D)</p>	No	1			
2.	<p>All Inclusive Comprehensive Maintenance Contract charges for 5 years after 2 years free warranty period/DLP period for 1 no. of Electronic Stethoscope as detailed in Sl No.1</p> <p>Note : During warranty /DLP period of 2 years routine maintenance as per Section V of NIT shall be carried out by the agency free of cost.</p>					
2.1	AICMC for the first year after DLP (Rate per month)	Month	12			

2.2	AICMC for the second year after DLP (Rate per month)	Month	12			
2.3	AICMC for the third year after DLP (Rate per month)	Month	12			
2.4	AICMC for the fourth year after DLP (Rate per month)	Month	12			
2.5	AICMC for the fifth year after DLP (Rate per month)	Month	12			

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

Note: Only GST will be paid over and above the quoted rates.

SECTION VII: -DOCUMENT FORMATS

Annexure-1

Compliance Statement

(This Compliance statement duly filled, along with the original Demand Drafts to be submitted in Technical Bid)

SL No	DOCUMENTS	DD Number and Date
01	Tender Cost / Fee : Rs.2360 (Rs 2000/- + 18 % GST) to be submitted in the form of Demand Draft in favour of Kannur International Airport Limited payable at Mattannur.	
02	EMD (Earnest Money Deposit) Rs. 1,00,000/- (Rupees One Lakh only) to be submitted in the form of Demand Draft in favour of Kannur International Airport Limited payable at Mattannur.	

Note : Original Demand Drafts to be enclosed in Technical Bid

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

Technical Bid Qualification Documents: Compliance Statement

(Copy of this Compliance statement, filled in specified Format (Annexure), duly signed shall be submitted in Technical Bid, along with copies of relevant documents)

SL No	Description	Documents	“YES “for Complied “NO” for not Complied
1.	Tender Cost and EMD compliance statement	Annexure 1	
2.	Technical Bid Qualification Documents: Compliance Statement	Annexure 2	
3.	Technical Specifications Compliance	Annexure-3	
4.	Brief profile of the Company.	Scanned copies of company profile/ brochure	
5.	Valid Manufacturing licence (if OEM)		
6.	Registration certificate of the firm including the address of their factory/workshop.		
7.	Copy of Articles of Association or Memorandum of Association or Partnership Deed or proprietorship deed duly signed and sealed, as the Case may be.		
8.	Un conditional acceptance letter	Annexure 4	
9.	Bank account details	Annexure 5	
10.	Undertaking for authenticity for supplies	Annexure 6	
11.	Undertaking from OEM certifying that it has own sales and service centre in India mentioning complete address, contact no. etc.		
12.	Copy of GST Registration Certificate.		
13.	Copy of PAN card.		
14.	Satisfactory Completion certificate from client for Supply of Electronic Stethoscope duly stating the actual date of completion/supply.		
15.	Copy of work orders/acceptance letter from the client for Supply of Electronic Stethoscope.		
16.	Audited Balance Sheet and P& L statement for the last three financial years/Certificate from the auditors regarding turnover (Annualized average financial		

	turnover of Rs. 2.5 crores from sales and services during the last three years.)		
17.	Self-declaration by the Bidder in the letter head duly signed and sealed	Annexure 8	
18.	Authorisation letter from OEM (if not an OEM) to participate in the tender	Annexure 9	
19.	Affidavit	Annexure 10	
20.	Power of attorney for signing of documents if applicable / required	Annexure 11	
21.	Proforma for Warranty as to Quality	Annexure 12	
22.	Client List		
23	Consumables will be of high availability and low cost and will be commercially available without any dependency on OEM/firm. (OEM self-declaration certificate to be attached)		
24	Any other information required in the bidding documents or considered relevant by the bidder.		
25	Duly signed copy of NIT and Corrigendum		

** 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

TECHNICAL SPECIFICATIONS: COMPLIANCE
(This Compliance statement duly filled, to be submitted in Technical Bid)

SL NO.	ITEM	Compliance to Technical Specification as described in Section IV of tender document "YES" or "NO"
1.	ELECTRONIC STETHOSCOPE	

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

UNCONDITIONAL ACCEPTANCE LETTER
(to be printed on letterhead and to be submitted in Technical Bid)

To

Managing Director,
Kannur International Airport limited (KIAL),
Kannur International Airport PO
Mattannur, Kannur District
Kerala State – 670708

SUB:- Acceptance of Terms & Conditions of Tender

Name of Work: Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport

Tender No: KIAL/P&S/BDDS/2024-25/07

Dear Sir,

1. The tender document for the work mentioned above have been sold to me/us by KIAL and I / we hereby certify that I / we have read the entire terms and conditions of the tender document available in the website 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 conditions of KIAL's tender document in its entirety for the above works and in case we have put forth any conditions same may be treated as withdrawn.
3. After unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on price, if any). In case the provision of the tender is found violated after opening the tender submitted, I agree that the tender shall be liable to be rejected.
4. Conditions of contract for "Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport", 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 :

Bank Account Details
(Duly filled copy to be submitted in Technical Bid)

Tender No:

Name of the supplier / vendor :

PAN No. :

Name of the Bank :

Name of the Branch :

Complete Address of the Bank :

A/C of beneficiary :

Type of account :

Core Banking Account No. :

IFSC Code of the Bank :

SWIFT Code of the bank:
(As applicable)

Service Tax Registration No. :

GST Registration No. :

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date:

Signature & Seal of Tenderer

UNDERTAKING OF AUTHENTICITY FOR SUPPLIES

(Duly filled in the letter head of the tenderer, to be submitted in Technical Bid)

Name of Work: for Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport

Tender No.: KIAL/P&S/BDDS/2024-25/07

Sir,

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 or shall be used.

AUTHORISED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper of Rs.200/- / as applicable in the State of issue. It should be in the name of issuing Bank)

To,

Managing Director
Kannur International Airport Limited (KIAL)

Dear Sir,

1. In consideration of Kannur International Airport Ltd., [hereinafter called "KIAL"], having its registered office at Kannur International Airport PO, Mattannur, Kannur (Dt), Kerala 670708 awarded the contract for the Electronic Stethoscope) to M/s.....having its Registered Office at..... (hereinafter called the Contractor) as per the terms and conditions contained in the Work order No.dated the contractor is required to furnish an irrevocable and unconditional Bank Guarantee for Rs..... (Rupees only) as security deposit for due performance of the obligations of the Contractor in accordance with the terms and conditions in the Notice Inviting Tender (NIT) for the said work and as requested by the Contractor , We,(Name of Bank) having its branch office at [hereinafter referred to as “the Bank”] hereby undertake to pay to KIAL an amount not exceeding Rs..... (Rupees only) on demand by KIAL.
2. We,(Name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a Demand from KIAL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupeesonly)
3. We,(name of Bank) further undertake to pay to KIAL any money so demanded within the amount guaranteed herein notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, and our liability under this present being absolute and unequivocal.
4. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. We,(Name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues

of KIAL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till Chief Security Officer on behalf of KIAL certifies that terms and conditions of the said contract have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

6. We,.....(Name of Bank) further agree with KIAL that KIAL shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by KIAL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of KIAL or any indulgence by the KIAL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
8. We,(Name of Bank) lastly undertake not to revoke this guarantee during its validity period, except with the previous consent of KIAL in writing.
9. This guarantee shall be valid up to..... unless extended on demand by KIAL.
10. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to a sum of Rs..... - (Rupees..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended dated of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

For and on behalf of (Name of Bank)

Signature

Name and Designation

.....

Authorization Number

Name and Place.....

Bank's Seal.....

In presence of

WITNESS

1.

2.

UNDERTAKING FOR NOT BEEN BLACKLISTED

(Duly filled in the letter head of the tenderer, to be submitted in Technical Bid)

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 Indian State/Central Governments Departments or Public Sector undertaking of India

Date:

Signature of tenderer with seal

CONSENT LETTER TO BE SUBMITTED FROM MANUFACTURER (OEM) LETTER

HEAD

(Duly filled to be submitted in Technical Bid)

To

**Managing Director
Kannur International Airport Limited (KIAL),**

Name of Work:- Supply, Installation, Testing and Commissioning of Electronic Stethoscope
at Kannur International Airport

I/We hereby submit our consent for M/s _____ (Name of the bidder) to quote and provide 01 No. of Electronic Stethoscope (as per the technical specification mentioned in Section IV of the tender document) as a part of the tenderer for above mentioned work.

I/We undertake to **Supply, Installation, Testing and Commissioning of Electronic Stethoscope at Kannur International Airport**, through M/s _____ (name of the bidder). In case of Unsatisfactory maintenance support by M/s _____ (name of bidder) we, M/s _____, undertake to provide the product /system maintenance support to KIAL, either directly as decided by KIAL for the balance period of warranty.

I/We shall provide spare parts for 2 years warranty /DLP period and also during the additional AICMC period (5 years), if awarded. I/We shall also assure continuity of service to the equipment , in the event of change in dealership or existing dealers if they couldn't provide service during the warranty / AICMC period.

Thanking you,
Yours faithfully,

Authorized signatory with company seal of the OEM.

Date: _____

Place: _____

Countersigned by the Bidder/Tenderer

Date: _____

Place: _____

Signature & Seal of Tenderer

AFFIDAVIT

(To be submitted on non-judicial stamp paper (Rs. 200/-)
(To be submitted in Cover-I: Technical Bid)

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

(Signed by Authorized signatory of the bidder)

Name of bidder.....

Date

Designation

Encl: Requisite Power of Attorney

Power of Attorney for signing of Tender documents

(Duly filled to be submitted in Technical Bid)

Know all men by these presents, We _____
_____ (name of the Principal/firm and address of the registered office) do hereby
irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),
_____ son/daughter/wife of
_____ and presently residing at
_____, who is presently employed with us holding the position of
_____, as our true and lawful attorney (hereinafter referred
to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are
necessary or required in connection with or incidental to submission of our bid for **Supply,
Installation, Testing and Commissioning of Electronic at Kannur International Airport** (the
"Authority") including but not limited to signing and submission of all applications, bids and other
documents and writings, participate in meetings 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 WHERE OF WE, _____, THE
ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
_____ DAY OF _____ 2022

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

PROFORMA FOR WARRANTY AS TO QUALITY

Tenderer has to give undertaking regarding warranty as to quality as per the format placed hereunder for Equipment. "We warranty that everything to be supplied by us here under shall be free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade as regards quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in fully conformity with the specifications, and shall operate properly.

We shall be fully responsible for its efficient operation. This warranty shall survive inspection of payment for, and acceptance of the goods, but shall expire (except in respect of complaints of which the Supplier has been notified prior to such date) 24 months after their acceptance by Purchaser in a satisfactory working condition at ultimate destination. The Supplier's obligations under the warranty expressed above shall also include transport charges from site to Supplier's works and back for repair or replacement at site of any part of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications provided that notice of any such defect or failure to conform to the specifications is promptly given by the purchaser to the Supplier".