

## TENDER DOCUMENT

(Tender No: KIAL/P&S/ARFF-01/2021/R)

NAME OF WORK: SUPPLY OF MOBILE COMMAND POST/ COMMAND AND CONTROL VEHICLE FOR KANNUR INTERNATIONAL AIRPORT.

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Certified that this NIT document contains serially numbered pages from 1 to 83 which includes the stated above.

S/d  
MANAGING DIRECTOR

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**SECTION II :- NOTICE INVITING TENDER**

Tenders are invited by the Managing Director through open tender, on behalf of the Kannur International Airport Limited, for the Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command & Control Vehicle for Kannur International Airport.

Name of Work	Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command & Control Vehicle for Kannur International Airport as per the Technical Specification given under Section V of this document.	
Tender Number	KIAL/P&S/ARFF-01/2021/R	
Completion Period	120 Days	
Earnest Money Deposit / Bid Security	Rs.50,000/- (Rupees fifty thousand only) to be submitted as Demand Draft along with the technical bid.	
Cost of Tender Document	Rs.2975/- inclusive of GST (to be submitted as DD along with technical bid)	
Document Download /sale	Start Date: 4 March 2021 from 10 AM	End date: 15 March 2021 up to 1800 hrs
Clarification	Start Date: 4 March 2021	End date: 10 March 2021 up to 1400 hrs
Bid Submission	Start Date: 12 March 2021	End date: 18 March up to 1700 hrs
Technical Bid Opening Date& Time	19 March 2021 at 1500 Hrs	
Financial Bid Opening Date	Will be notified after the Technical Bid opening process	
Agencies who have executed similar nature of works like Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command & Control Vehicle OR Any other Customized Vehicle to any of the Private companies/ Airports/ Government organisations or PSUs. during the past 7 years, and meeting the Eligibility criteria may submit their bids along with necessary supporting documents.		

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Eligibility Criteria:

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

SL No.	CRITERIA	DOCUMENTARY PROOF TO BE SUBMITTED
1.	<p>The Bidder shall be:</p> <p>i. OEMs (Original Equipment Manufacturers)</p> <p style="text-align: center;">OR</p> <p>ii. Joint venture companies who have executed similar nature of work in the Joint Venture Company name.</p> <p style="text-align: center;">OR</p> <p>iii. Authorized dealer of OEM</p> <p style="text-align: center;">OR</p> <p>iv. Agencies who have executed similar nature of work in their name.</p> <p style="text-align: center;">OR</p> <p>v. Registered workshops/ Factories/ Vehicle Body Builders or Automobile service centres who have executed similar nature of work in their name.</p>	<p>a. Brief profile of the Company.</p> <p>b. Registration certificate of the firm including the address of their factory/workshop.</p> <p>c. Copy of Articles of Memorandum of Association or Partnership Deed or proprietorship deed or Registration Certificate with Corporation/ Municipality/ Panchayat duly signed, as the Case may be.</p> <p>d. Undertaking for authenticity for supplies as per Annexure-5</p>
2.	<p>i) Tenderer should have a minimum annualized average financial turnover of Rs.50 lakhs from sales and services during the last three years.</p>	<p>i) Audited Balance sheet and P&amp;L statement for the last three Financial years / Certificate from the auditors regarding turnover.</p>
3.	<p>Tenderers should have satisfactorily completed similar jobs which meets the following Eligibility Criteria:</p> <p>a) Bidder should have completed One job with Minimum 30 lakhs OR Two jobs with Minimum 15 lakhs OR Three Jobs with Minimum 10 lakhs in the last seven years.</p> <p>Note: “Similar job/work” means: Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command &amp;</p>	<p>i) Satisfactory Completion certificate/ Commissioning report /invoice/ performance certificates/ inspection report or certificate from the client for similar nature of works duly stating the completion cost.</p> <p>ii) Supply order/acceptance letter from the client for similar nature of work.</p> <p>iii) Client list as per Annexure – 10 format.</p> <p>iv) If the Experience shown is from the nongovernment/ Non-PSU to prove that the</p>

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	Control Vehicle OR Any other Customized Vehicle to any of the Private companies/ Airports/ Government organisations or PSUs.	experience is genuine an Indian firm shall submit relevant TDS certificate
4.	The Bidder should not have been blacklisted by any agencies/organizations in India.	Self-declaration by the Bidder in the letter head duly signed and sealed (Annexure-7 format).

Tender documents can be downloaded from the company website [www.kannurairport.aero](http://www.kannurairport.aero) and submitted in sealed cover to Managing Director, Kannur International Airport, Post Kara Peravoor, Mattannur, Kannur 670702 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.

Sd/-  
MANAGING DIRECTOR

*Note: Agencies who have already submitted their tender against the previous tender notice (Tender No KIAL/P&S/ARFF-01/2021) may opt for either replace their tender with a fresh set of tender documents or keep the earlier tender as it is. A communication on this may be sent through mail to tenders@kannurairport.aero.*

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III-GENERAL CONDITIONS OF CONTRACT (GCC)

Part-A

DEFINITION OF TERMS AND INTERPRETATIONS

Singular & Plural

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

- A) Accepting Authority: Accepting Authority shall mean the “Managing Director, Kannur International Airport”.
- B) “Kannur Airport” means the “Kannur International Airport Limited”
- C) CLIENT/DEPARTMENT/BUYER: Means “Kannur Airport” which invites tender through the Managing Director, Kannur International Airport.
- D) "The Bidder/Tenderer/Vendor", means the individual/Sole proprietorship/ Partnership Firm/Company who participates in this tender and submits its bid.
- E) "The Supplier / Contractor” means the Individual / Sole proprietorship / Partnership Firm or Company including JV company of OEM or Workshop/Factories who taking up the work as defined under the Notice Inviting Tender”.
- F) "The Work Order/ Purchase order/ Supply order" means the order placed for the supply, installation, testing & commissioning of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices there to and all documents incorporated by reference therein.
- G) "The Contract Price" means the price payable to the Contractor under the Work Order /Purchase Order for the full and proper performance of its contractual obligations.
- H) “Non-responsive Bid” means a bid, which is not submitted as per the instructions to the bidder or Tender Fee or Earnest Money Deposit has not been attached or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.
- I) CONSIGNEE: Consignee means where the stores are required by the purchaser on agreement/acceptance of tender to be dispatched by rail, road, air or steamer, the portion specified in the agreement/ acceptance of tender to whom these are to be delivered at the destination, were the stores are required by the agreement/ acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another

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person such other person and in any other case, the person to whom the stores are required by the agreement/acceptance of tender to be delivered in the manner therein specified.

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

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iv) Sample sealed by the Purchaser for guidance of the Inspector (Herein after called the certified sample) which shall include a certified copy thereof sealed by the purchaser for the guidance of the Inspector.

v) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standards Institute or other standardizing authority or a general standard of the industry.

vi) Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial firm. vii) Any other details governing the construction manufacture or supply of stores and its installation as may be prescribed in the Contract.

- Q) **PURCHASER:** Purchaser shall mean the owner that is Kannur International Airport (Kannur Airport) which term also includes its successors and permitted assigns.
- R) **CONTRACTOR:** Contractor shall mean the Individual / Sole Proprietorship / Partnership Firm / Company / Agency/Workshop/Factory, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firms or company or the successor of such firm or company and the permitted assigns of such individual or firm or company. The words tenderer, supplier, bidder, company and firm shall also mean the contractor.
- S) **ACCREDITED AGENT:** A person appointed by the prospective bidder/ tenderer who will collect the correspondence and deliver the same (if required by the bidder). Appointment of accredited agent is sole responsibility of the tenderer.
- T) **WORK-IN-CHARGE:** The Work-in-charge mean the Officer appointed by the Accepting Authority/Managing Director or his duly authorized representative who shall direct, supervise and be in charge of works for purpose of this contract.
- U) **WORK:** The expression ‘Works’ shall unless be something either in the subject or content repugnant to such construction, be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- V) **SITE:** The site shall mean the land and/or other place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or other place approved by the purchaser under the Contract.
- W) **TEST:** Test shall mean such test or tests as are prescribed by the purchaser or considered necessary by the inspector or any agency acting under the directions of the inspector.

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

- X) **PERFORMANCE OF WORK:** The work shall be performed at the place or places named in the contract or at such other place and places as may be approved by the purchaser.
- Y) **STORES:** Stores means the goods specified in the schedule, which the Contractor has agreed to supply at any place approved by the purchaser under the Contract.
- Z) **WRITING:** 'Writing' shall, include any manuscript, type written or printed statement under/over signature or seal of either of the parties as the case may be.
- AA) **HANDING OVER** shall mean after completion delivering the goods by the supplier to the purchaser after satisfactory compliance of with all conditions for acceptance and taking over.
- BB) **Government:** Shall mean Indian Government Authorities/ Government of Kerala as the case may be.
- CC) **QR's :** Qualitative Requirements
- DD) **TD's :** Trial Directives
- EE) **Country of Origin** shall mean the country in which system shall be manufactured, assembled, offered for pre-dispatch inspection and dispatched.
- FF) **Force Majeure** shall mean an event of effect that cannot reasonably be anticipated such as acts of god (like earthquakes, floods, storms etc.), acts of States, the direct and indirect ties, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days).
- GG) **OEM :** Original Equipment Manufacturer
- HH) **NIT :** Notice Inviting Tender
- II) **GCC :** General Conditions of Contract
- JJ) **STC :** Special Terms & Conditions
- KK) **BOQ :** Bill of quantity

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

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Part-B TERMS & CONDITIONS

1) Cost of Tendering:

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

2) Authority of Person Signing the Contract on behalf of the Contractor.

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

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

3) Tender documents:

The 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 Condition of Contract, Special Terms and Conditions of Contract, Technical Specifications, Financial Bid Format (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.

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All clarifications, corrigenda issued shall be binding on all prospective Tenderers. Such clarifications and corrigenda shall be part of the contract.

- 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:

- 1) Indian Firms shall quote in Indian Rupees (INR) only for all the items in the Financial Bid ie., in the Bill of Quantity (BOQ).
- 2) Prices Quoted by the tenderer shall be inclusive of all charges and duties applicable in India and exclusive of GST and Cess in India

5.2 Language:

- 1) The rates shall be quoted in English language and international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered.
- 2) The tender prepared by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the Purchaser, shall be written in the English language. In the event of the work being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract shall be in English.
- 3) If any supporting document is submitted in any language other than English, a self attested English version shall be submitted with the respective document duly apostille notarized.

6) Tendering Process:

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

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Cover - I: Technical Bid

Cover - II: Financial Bid

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

Technical Bid shall be submitted in physical mode only. Technical Bid and related documents should be kept inside a sealed envelope. The envelop should be superscribed “Cover -1 (Technical Bid)” and the name of the bidder should be written on left bottom corner of the envelope.

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

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

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

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

ii) Fixed Price: Prices quoted by the Bidder shall be fixed during the bidder`s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable / variable price quotation will be treated as non-responsive and rejected.

iii) Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the eligibility criteria, scope and

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specifications of the works to be done, local conditions, local material rates and other factors bearing on the execution of the works.

- iv) Notification of Award of contract will be made in writing to the successful Tenderer by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Tenderer offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
- v) A responsive tenderer is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents.
- vi) Technical Bid Qualification documents: The Technical Bid of those bidders who have submitted the Tender Fee and Earnest Money and also submitted unconditional acceptance letter in Cover-I as per the tender conditions will only be accepted and evaluated further.
- vii) Financial Bid: Only the Financial Bid of the Bidders who have qualified in the Technical Bid as per the tender conditions and accepted by Kannur Airport will be opened on a later date, with prior notification.
- viii) Publishing of Corrigendum: All corrigendum shall be published on [www.kannurairport.aero](http://www.kannurairport.aero) and shall not be available elsewhere.

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

The bidder shall pay, a tender document fees of Rs.2,975/-(inclusive of GST) and Earnest Money Deposit of Bid security of Rs.50,000/-. The Bid security/EMD is required to protect the purchaser against risk of Bidder`s conduct, which would warrant the forfeiture of security.

**8) CRITICAL DATES and Time:**

SL No.	EVENT	DATE and TIME	
1	Document Download /sale	Start Date: 4 March 2021 from 10 AM	End date: 15 March 2021 up to 1800 hrs
2	Clarification	Start Date: 4 March 2021	End date: 10 March 2021 up to 1400 hrs

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3	Bid Submission	Start Date: 12 March 2021	End date: 18 March up to 1700 hrs
4	Pre-Qualification & Technical Bid Opening Date & Time	19 March 2021 at 1500 Hrs	
5	Financial Bid Opening Date	Will be notified after the Technical Bid opening process	

**NOTE:**

- i. KANNUR AIRPORT may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification on the company website.
- ii. The bidders should strictly adhere to the date and time given in the tender document/corrigendum for bid submission.

**9) CLARIFICATION ON TENDERS:**

- a) All enquiries/clarifications in connection with this tender should be addressed to the Managing Director, through email to [tenders@kannurairport.aero](mailto:tenders@kannurairport.aero). The Clarifications / queries shall be replied through the same email address. Any Queries/letters received other than through email will not be accepted or replied.
- b) To assist in the examination, evaluation and comparison of Tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification. All responses to requests for clarification shall be through the emails ([tenders@kannurairport.aero](mailto:tenders@kannurairport.aero)) only.

The Purchaser may, at its discretion, extend the deadline for the submission of Tender by amending the Tender Documents in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

**10) Late Tenders:**

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

**11) Modification and Withdrawal of Tenders:**

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

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- b. No Tender shall be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified.
- c. If the tenderer modifies the tender condition at any stage even after submitting the unconditional acceptance letter, then the bid submitted by the tenderer are liable to be rejected and the EMD shall be forfeited.

12) EVALUATION of BID:

- i. Bid opening and finalization will be according to the terms and conditions of the tender.
- ii. Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or Contract award decisions shall result in the rejection of their bid.
- iii. The Technical evaluation shall be done first following the criteria specified in the tender document and financial bid evaluation shall be done in respect of those who are qualified in technical bid evaluation.
- iv. Technical Evaluation
  - a. At the due date of opening of the technical bid, the cover will be opened first, and it will be ascertained that Tender Fee and EMD are available.
  - b. The supplier / contractor`s technical bid will be evaluated further only if, the agency meets all the following conditions.
    - 1. Only those bids who has submitted Tender Fee & EMD and Unconditional acceptance letter.
    - 2. Only those bids who has submitted unconditional acceptance letter exactly as per the format given in Annexure-3.
  - c. The KANNUR AIRPORT shall carry out the technical evaluation solely based on the submitted certificates/documents by the bidder. If any shortfall is found in the submitted documents during technical evaluation, Kannur Airport may intimate the contractor through an e-mail and the shortfall documents shall be sent to the mail ID "[tenders@kannurairport.aero](mailto:tenders@kannurairport.aero)" by the contractor within the specified date and time. If the contractor is not able to submit the requested document within the stipulated time, then the bid will be treated as a non-responsive bid.
  - d. During the evaluation, if it is found that the required qualification criteria is not met, then the bid will be summarily rejected.

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- e. The KANNUR AIRPORT determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as non-responsive will be rejected by KANNUR AIRPORT.
  - f. The technical bid which meets all the terms and conditions of the tender will be accepted and the bid not meeting the tender terms and conditions will be rejected
- v. Financial bid Evaluation.
- a. The financial bids (Cover-2) of those bidders whose technical bid has been satisfactorily evaluated and found responsive, will only be opened subsequently after due notice through email.
  - b. Lowest "L1" bid will be decided based on the comparison of financial bids of all valid bidders and comparative statement.

13) Purchase Preference & Right to Vary Quantities:

- i) Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. Of India prevalent on the date of acceptance.
- ii) REPEAT ORDER: Kannur Airport reserves the right to place the repeat order, with same terms and conditions as per the first order.

14) Notification of Award and Agreement formalities:

- a. KANNUR AIRPORT reserves the right to accept and place orders as a whole OR in part (item wise) depending upon the requirement and the tenderer shall be bound to Supply, Install, Test and commission the items at his quoted rates either in part or as a whole as required by KANNUR AIRPORT.
- b. The Purchaser will notify the successful Tenderer in writing to be confirmed by letter that his tender has been accepted.
- c. The contractor shall enter in to contract agreement with Kannur Airport (article of agreement) for SITC work within 15 days of issuing work order.

15) SECURITY DEPOSIT (SD) (in Proforma: Annexure-6)

The successful tenderer on award of the work shall be required to furnish Security Deposits (SD) before signing of agreement. 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.

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Contractor shall submit Bank Guarantee (BG) to Kannur International Airport for value equal to 5% (five percent) of the contract amount [i.e. 5% on the total accepted amount for item stated in BOQ Item Nos. 1 which is inclusive of all duties / transportation / installation /testing and commissioning of the complete items, as per format given as Annexure-6 (ie. Format for Bank Guarantee towards Security Deposit and amount withheld against compensation for delay in contract) from a Nationalized/Scheduled Bank (as per Reserve Bank of India schedule), having office in India. The Bank Guarantees shall remain valid for contract period + defect liability period (24 months) + 3 months after the expiry of warrantee/defects liability period.

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

Note: The format for Bank Guarantee towards SD shall be as per Proforma (Annexure-6). No other format of security shall be acceptable to KANNUR AIRPORT.

i) KANNUR AIRPORT will not pay any interest or any other expenses, whatsoever, incurred by contractor towards submission Security deposit.

a If the Contractor fails to furnish security deposit in the above forms within the stipulated period, it shall be lawful for the purchaser to recover from the contractor the amount from the bills payable to the contractor for the executed work.

Submission of Bank Guarantee: -

- a. The agency shall advise the branch of the bank issuing Bank guarantee to send the original Bank guarantee directly to the KANNUR INTERNATIONAL AIRPORT LIMITED (KANNUR AIRPORT) under Registered post (A.D.). The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional/Controlling Branch of the issuing branch in a suitable space in the Bank Guarantee. The A.D. card shall be kept with the loan papers of the relevant guarantee.
- b. The agency shall also advise the issuing bank branch that whenever any letter is issued by KANNUR AIRPORT to the Concerned Bank Branch, for confirmation of having issued the Guarantee, Branches must send the confirmation letter to the concerned authorities promptly without fail.
- c. Acceptance of performance guarantee is a pre-requisite for release of any payment.
- d. The performance guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in any other clauses of this contract.

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- e. No interest will be paid by KANNUR AIRPORT on any of Performance/bank guarantees.
- f. No other form of Security other than the above shall be acceptable.
- g. If the Contractor fails to furnish performance guarantee in the above forms, the Purchaser is entitled to cancel the contract considering breach of contract.

**16) MODE OF TRANSPORT AND DISPATCH OF EQUIPMENT:**

- a. The contractor shall dispatch the equipment/ items/ stores by AIR / Ship / Road /Rail up to Kannur International Airport. The tenderers on their own shall collect all the required information and other restrictions pertaining to the transportation of materials.
- b. The contractor shall consign the goods imported only to KANNUR AIRPORT in a fully packed condition as per requirements of goods. Once the seller sends the goods, the KANNUR AIRPORT shall authorize the seller to take delivery of the goods at the Indian Port on behalf of KANNUR AIRPORT and carry out the further obligation of the contract. The mode of dispatch shall be through ship till it reach Indian port and subsequently through air / road / rail as per convenient pursuant to Clause No. 18 (a) of GCC.
- c. No partial shipment is allowed.

**17) DUTIES and GST:**

- 1. The final quoted price should include all the applicable charges whatsoever applicable in India or the statutory levies applicable to this contract. Your quote must be exclusive of GST as GST will be paid extra. ie. GST will be paid to the contractor against submission of proper GST invoice to KANNUR AIRPORT at the appropriate time. KANNUR AIRPORT will not entertain any claim whatsoever beyond the final quoted price other than GST which is payable extra to the contractor.
- 2. Under the GST Law the contractor should also comply regarding filing of all the returns to the GST network/ government departments within the stipulated time every month or such' other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if KANNUR AIRPORT incurs any liability on this account or does not get the input credit from the GST Network/ Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing/ uploading of data submissions of documents, etc. in time

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then all such liability including the input credit of the GST lost by KANNUR AIRPORT and the penalties and interest incurred by KANNUR AIRPORT would be the liability of the contractor to be recovered from the running account bills or security deposits or any other amount payable by KANNUR AIRPORT to the contractor.

3. Further the contractor to provide all GST registration related data/ information to KANNUR AIRPORT at the time of tender submission for updating the KANNUR AIRPORT application software's.
4. The contractor shall be entirely responsible for all the taxes, duties and levies including GST in and outside India and also any income Tax as applicable or may be imposed by the income Tax Authorities of India on the income of the supplier and its employees accruing from their services rendered within India against this contract. And in this regard the contractor shall submit a tax order from Indian tax authorities in respect of deduction of TDS.
5. The contractor shall be liable and pay all non-Indian taxes, duties and levies, lawfully assessed against the purchaser or the contractor in pursuance of the contract. In addition, the contractor shall be responsible for payment of all Indian duty, Levy and taxes lawfully assessed against the contractor for his personal income and property only. The purchaser shall have the right to deduct such taxes, duties at source, if liable to do so under any Indian law.

18) Quality & Standards:

1. All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the standards mentioned under Section-V in the document or higher accepted international standards for this type of work.
2. 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.
3. The requirements given in this document are firm and no deviation of any kind is acceptable.
4. The equipment supplied shall be free from all defects and designs, material and workmanship. Upon written notice from KANNUR AIRPORT, the successful tenderer shall fully remedy, free of expenses to KANNUR AIRPORT such defects as developed under the normal use of the said equipment within the guarantee period from the certified date of successful completion of work.

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## 19. CORRESPONDENCE:

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

For all purpose of the Contract, including arbitration there under the addresses of the parties mentioned in the contract shall be the addresses to which all communications shall be sent, unless the parties have notified a change by a separate letter and sent by registered post /Speed Post with acknowledgement due. The parties shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

## 20. PAYMENT TERMS AND INSURANCE

### 20.1 Insurance

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

The risk that are to be covered under the insurance cover shall include loss or damage in transit, theft, pilferage, riot, civil commotion where conditions exist, accidents of all kind, fire, natural calamities like flood, lightning, earthquake 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 KANNUR AIRPORT.

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

### 20.2 Transportation and Insurance

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

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

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Sl. No.	Consignee	Address
1	Head-ARFF Kannur International Airport Limited	Kannur International Airport Limited, Kara-Peravur. P.O, Mattannur, Kannur, Kerala State ,INDIA-670702

### 20.3 Packing, Forwarding and Shipment

i) Packing shall ensure full protection to the equipment against deterioration or physical damage during handling and transportation by Air, Road, Rail or Sea. Packing list, giving full details of the contents in a weatherproof wrapping, shall be enclosed with each case (if applicable), 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 wherever applicable
- iii) Pre-dispatch clearance certificate, if any
- iv) Test Certificate wherever applicable
- v) Bill of lading, wherever applicable
- vi) Transit Insurance

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- vi) The contractor shall prepare detailed packing list wherever applicable of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The contractor shall further be responsible for making all necessary arrangements for loading and unloading and other handling right from his works up to the site.
- vii) All indigenous quotes shall be on F.O.R destination basis including taxes and duties etc except GST in India.

#### 20.4 Payment terms

Payment against the supply shall be released by the Managing Director, Kannur Airport as mentioned below:

1. 80% of the payment after successful installation, testing and commissioning of the equipment at Kannur Airport.
2. 20% of the payment after successful completion of Defects Liability Period/Guarantee.

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

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

#### 20. 7. Delivery of Equipment & Completion Period:

- i) The completion period for the whole work is 120 days which shall be reckoned from the 10<sup>th</sup> day after the date of issue of work order/ Letter of Intent (LOI).
- ii) The successful tenderer shall be solely responsible to ensure the following:
  - a) Dispatch / Transportation of the items up to the destination by the due dates as specified in the contract.
  - b) 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 Ltd.
  - c) Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command & Control Vehicle also handing over to Kannur International Airport.

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- d) Maintenance of the installations of vehicle & equipment during guarantee/Defects liability period as per the recommended practice.

**21. DELAY & NON-CONFORMANCE COMPENSATION FOR DELAY.**

- i) The work shall throughout the stipulated period of contract be proceeded with all due diligence. Since this is a special job, a time schedule as indicated in the activity chart will be accepted by the Work In-Charge. The contractor shall comply with the said time schedule.
- 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 KANNUR AIRPORT 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  
KANNUR AIRPORT.

**22. EXTENSION OF TIME:**

- 1 This work 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 project, the contractor shall apply for extension in time.
- 2 If the contractor desires an extension of time for completion of the work on the ground of having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Work-in-charge of the Kannur International Airport within 7 days of the date of hindrance on account of which he desires such extension as aforesaid.
- 3 The Work-in-charges shall, if in his opinion (which shall be final) is satisfied that the grounds shown are reasonable, shall authorize such extension of time, which is necessary or proper, with approval of competent Authority.

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- 4 The supplier may claim extension of time over and above the mentioned completion time in case of changes of goods ordered by the purchaser.
- 5 KANNUR AIRPORT may extend the delivery period without Liquidated Damages if the reasons given by the supplier are found justified. Otherwise delivery period will be extended with levy of Liquidated Damages.
- 6 KANNUR AIRPORT reserves the right to cancel the order wholly or in part without any liability to pay cancellation charges and forfeit the EMD and or encash the performance Bank Guarantee in full absolutely, in case of delay in supplies.
- 7 In the event of rejection of non-conforming goods, the successful tenderer shall be allowed to replace the non-conformities within the specified time. If the contractor fails to do so within the specified time the purchaser shall have the right to invoke the performance guarantee.

### 23. FORCE MAJEURE

KANNUR AIRPORT 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:-

- a. 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 KANNUR AIRPORT in writing that the Supplier considers himself entitled to an extension of the time limit.
- b. That the Supplier produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c. That the Supplier proves that the said conditions have actually interfered with the carrying out the contract.
- d. That the Supplier proves that the delay occurred is not due to his own action or lack of action.

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- e. Apart from the extension of the time limit, force majeure does not entitle the supplier to any compensation of damage or loss suffered.

**24. COMPLETION CERTIFICATE:**

- i) Within 10 days of successful completion of the work, the contractor shall give notice of such completion to the Work-in-charge and within ten days of the receipt of such notice the Work-In Charge shall inspect the work and, if there is no defect in the work, shall issue a certificate of completion. Otherwise issue a provisional certificate of completion indicating: -
- a) Defects to be rectified by the contractor and/or
- b) Items for which payment will be made at reduced rates.
- ii) No certificate of completion provisional or otherwise, shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts & sanitary arrangements required for his/their work people on the site in the connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned off the dirt, in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Work-incharge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts & sanitary arrangements as aforesaid & cleaning off dirt on or before the date fixed for the completion of the work, the Work-in-charge may at the expense of the contractor remove such scaffolding, surplus materials & rubbish, etc. and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**25. WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION, 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 issued by KANNUR AIRPORT. The contractor shall also confirm exactly, fully and faithfully to designs, drawings and instructions in writing in respect of the work signed by the Work-in-charge. The product supplied against this order would be checked by security agencies like BCAS / CISF for compliance with statutory requirements for Indian Airports.

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26. WORKS TO BE UNDER DIRECTION OF WORK-IN-CHARGE:

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

27. 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.

Kannur International Airport Ltd. shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination, any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work, claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Kannur International Airport Ltd. to recover the same from him in any manner legally permissible, and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Kannur International Airport Ltd to the contractor.

Any sum of money due and payable to the contractor (Including Security Deposit returnable to him) under this contract may be appropriated by the Authority and set-off against any claim of the Authority for the payment of a sum of money arising out of or under any other contract made by the contractor with the Authority.

28. 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.

29. PAYMENT OF ROYALTIES:

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If pursuant to or under any law, such notification or order, any royalties, fee or the like becomes payable by the contractor but not paid to the State Government/Local Authority in respect of any materials used by the contractor in the works, then in such a case it shall be lawful for the Authority and it will have right and be entitled to recover the amount paid in the circumstances as aforesaid, from the dues of the contractor.

**30. DEATH OF CONTRACTOR:**

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

**31. INDEMNITY:**

The contractor shall indemnify purchaser against any claims or for payment of any royalty, license fee or any other expenses in respect of or for making use of patents or designs or labour disputes/claims with respect of which he according to the terms of the contract, is to be treated as an agent of the Purchaser for the purpose of making use of the patent or trade mark for fulfillment of the contract.

**32. 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 under Section V 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. BCAS specification with up-to-date amendments.
- D. General drawings (if any)
- E. Sound practice as directed by the Work-in-Charge whose decision in this regard shall be final and binding on the Contract.

**33. 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

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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.

#### 34. RESCINDMENT OF CONTRACT

Subject to other provisions contained in this clause, the Work-in-charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Work-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Work-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Work-in-charge.
- iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Work-in-charge.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Work-in-charge.
- v. If the contractor offer or give or agree to give to any person in KANNUR AIRPORT service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for KANNUR AIRPORT.

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- vi. If the contractor enter into a contract with Kannur International Airport Limited in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Work-in-charge.
- vii. If the contractor obtains a contract with KANNUR AIRPORT as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- viii. If contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the contractor being a company pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x. If the contractor suffers an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Work-in-charge.
- xii. When the contractor has made himself liable for action under any of the cases aforesaid, the Work-in-charge on behalf of the KANNUR AIRPORT shall have powers to:-
  - a. Determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Work-in-charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security

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Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the KANNUR AIRPORT.

- b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Work-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Work-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Note: In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

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

- i) If at any time after acceptance of the tender, KANNUR AIRPORT shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Work-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- ii) The contractor shall be paid at contract rates, full amount for works executed at site and in addition, a reasonable amount as certified by the Work-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

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- iii) Provided that the contractor shall be paid the cartage charges only of materials actually and bonafide brought to the site of work by the contractor and rendered surplus and then taken back by the contractor, provided KANNUR AIRPORT shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by KANNUR AIRPORT, cost of such materials as detailed by Work-in-charge shall be paid. The cost shall, however, consider purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iv) If any materials supplied by KANNUR AIRPORT are rendered surplus, the same except normal wastage shall be returned by the contractor to KANNUR AIRPORT at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to KANNUR AIRPORT stores, if so required by KANNUR AIRPORT, shall be paid.
- v) The contractor shall, if required by the Work-in-charge, furnish to him, books of account and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

### 36. CONTACTING THE BUYER

- 36.1 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.
- 36.2 No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.
- 36.3 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or Contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

### 37. 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

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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 Thiruvananthapuram/Kannur shall have jurisdiction to entertain such a dispute. Arbitration clause is not applicable.

### 38. Limitation of Liability

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

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SECTION IV

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 Mobile Command Post/ Command & Control Vehicle and maintenance of the equipment during the 2 years Defect Liability Period.

Point wise scope of work is indicated as under:-

- (i) Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command & Control Vehicle as per the specifications mentioned in Section V of this document by KANNUR AIRPORT.
- (ii) Training of KANNUR AIRPORT Officials.
- (iii) Making arrangement and payment of Freight, Insurance, duties, Transportation and customs clearance charges for the supply items from Country of origin to Indian Port.
- (iv) Making arrangement for Inland transportation, Insurance and its payment for the supply items from Indian port to KANNUR AIRPORT site.
- (v) DLP period of two years including routine maintenance of the Mobile Command Post/ Command & Control Vehicle and associated systems.
- (vi) The work has to be executed as per the Bill of Quantities (BOQ) (Section VII of NIT) in conjunction with item specifications, terms & conditions given in this tender document
- (vii) Tenderer shall be deemed to have full knowledge of the work whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- (viii) A major modification is one which affects in any way the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Tenderer or any right of KANNUR AIRPORT as required in the specifications and contract documents. Any modification in the terms and conditions of the Tender which are not acceptable to KANNUR AIRPORT shall also be treated as a major modification.
- (ix) The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates, nothing extra whatsoever will be paid in this regard. The decision of KANNUR AIRPORT in this regard will be final and binding on the tenderer.

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- (x) The Tender for the work shall remain open for acceptance for a period of 180 days from the date of opening of Tender. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the 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 tenderer should study the complete tender document. In order to facilitate KANNUR AIRPORT to prepare responses, the interested tenderers are requested to submit their queries to KANNUR AIRPORT through email only, at least seven working days prior to the scheduled date of the submission of Tender. The tenderers queries will be replied through KANNUR AIRPORT mail only.
- (xii) All the payments of contract shall be payable directly to the contractor only. No direct correspondence from any associate/Accredited agent shall normally be entertained by KANNUR AIRPORT. Any default by any associate/accredited agent shall be sole responsibility of contractor. In case of any lapse/violation by the Indian associate/accredited agent action shall be taken as per the terms of the agreement against the contractor only.

## 2. BID -PRICES

1. Prices indicated in BOQ format shall be for destination and entered in the following Manner:
2. The price quoted for all the items shall be inclusive of all applicable charges, transportation, transit insurance and duties if any, except Cess& GST in India.
3. The bidder shall quote only one price against the nomenclature in the format. Offering products with options of more than one brand or multiple models of same brand against one item or changing the nomenclature from the specified nomenclature in price schedule of KANNUR AIRPORT shall make the Technical/Financial Bid of the vender invalid and such offer will be considered non-responsive & incomplete and will not be considered for financial evaluation.
4. The bidder shall quote as per specifications in Section-V of NIT. Price shall include costs of all the accessories (Hardware and software) needed to meet the required performance as per Technical Specification.
5. The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

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6. Prices quoted by the tenderer shall be inclusive of all taxes and duties applicable in the country of origin and in India except cess and GST in India.

3. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS

1 Pursuant to the above Clause No.2, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract.

2 The documentary evidence of the Items and services in conformity to the Bid Documents shall be in the form of literature, drawings and data sheet that the Bidder shall furnish. These shall be attached as Annexure to the Compliance Statements.

3 Compliance Statement shall be one of the two statements viz. “Yes” or “No”. No other remarks or comments will be accepted.

4 Bidder must attach required technical brochures / literatures / data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. All the brochures/literature/datasheets shall be counter signed and stamped by the vendor or authorized signatory of vendor. Nonavailability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard. If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder. No clarifications in this regard shall be sought from the bidder.

5 Each specification sought shall be marked or highlighted in the attached brochures / literatures / data sheets. The brochures / literatures / data sheets shall be superscripted with the Item Number and shall be arranged sequentially. The supporting documents shall carry all the required specifications and same shall be marked.

6 The products offered by the bidder shall be supported and an undertaking in writing stating that “the product offered is available in the market and will be supplied without downgrading any of the specifications & model during the currency of the contract” shall be required.

7 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. KANNUR AIRPORT, if so desire, may visit these locations to verify that all the

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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.

- 8 The bidders shall submit the supporting documents stated in the technical bid compliance statement (Annexure-2) and the documents required to be submitted as per the formats annexed. Failure to submit the said documents shall be treated as non-compliance and will lead to outright rejection of bid submitted by bidder.

#### 4. PERIOD OF VALIDITY OF TENDER (BID)

- 4.1 The tender (Bid) shall remain valid for a minimum of 180 days from the date of opening of the technical bid. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the above period of validity without the consent in writing of KANNUR AIRPORT. In case of, the bidder revoking or cancelling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.
- 4.2 If there is any delay in finalization of the tender due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to be finalized. The request and the responses thereto shall be made in writing. The tender process will not be vitiated if any tenderer declines to extend the offer as requested for.

#### 5. RIGHT TO ACCEPT OR REJECT THE TENDERS

1. The right to accept the tender in full or in part/parts will rest with KANNUR AIRPORT. However, KANNUR AIRPORT does not bind itself to accept the lowest tender and reserves to it-self the authority to reject any or all the tenders received without assigning any reason whatsoever.
2. Tenders not accompanied with prescribed information or incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
3. 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.
4. The documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. KANNUR AIRPORT also reserves the right at its sole discretion not to award any order under the tender called

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KANNUR AIRPORT shall not pay any costs incurred in the preparation and submission of any tender.

5. If the bidder gives wrong information in his Tender, KANNUR AIRPORT reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.
  6. Should a bidder have a relation or relations employed in KANNUR AIRPORT 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 KANNUR AIRPORT has / have tried to influence the tender proceedings then KANNUR AIRPORT at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.
  7. 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.
  8. Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by KANNUR AIRPORT shall not be considered.
6. **ISSUE OF PURCHASE ORDER:**
1. The acceptance of the tender will be intimated to the successful bidder by KANNUR AIRPORT, either by fax or by letter or by e-mail.
  2. The issue of a Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.
  3. Acceptance of the Purchase Order will be deemed as effective from the date of issue of Purchase Order. All formalities of submission of the Contract Performance Bank Guarantee etc., in the NIT format (Annexure-6) shall be completed within 30 days from issue of the purchase Order.
  4. KANNUR AIRPORT shall be the sole judge in the matter of award of contract and decision of KANNUR AIRPORT shall be final and binding.
  5. Tenderer shall acknowledge the receipt of the purchase order duly confirming his acceptance along with the complete NIT document duly signed and sealed in all pages.
7. **ANNULMENT OF AWARD**

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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 items (vehicle and equipment) comply with standards specified in the Technical specification (TS).

9. **TESTING AND INSPECTION OF EQUIPMENT/ COMPONENTS:**

- i) **Testing and Inspection:** The testing and inspection of the equipment / components procured shall be carried out at different sites.
- ii) **Factory Inspection:** The Buyer or his representative shall have the right to conduct pre-dispatch inspection of the Hardware and Accessories including the software for their conformity to the specifications. Where the Buyer decides to conduct such tests on the premises of the Original Equipment Manufacturer (OEM) or Supplier of the OEM or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Buyer. The schedule & procedure of testing shall be intimated to the bidder after the placement of the purchase order. The successfully inspected / accepted items shall be sealed in the presence of the Inspectors and signed by the inspectors accordingly.
- iii) **Cost of Inspection:** The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspector/Purchaser may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. The expenditure of such visits (pre installation visit and factory acceptance testing) shall include travelling, boarding & lodging and local conveyance to the site of inspection for two KANNUR AIRPORT officials and the same shall be borne by the Contractor.
- iv) Should any inspected or tested Items fail to conform to the Specifications the Buyer may reject them and the Contractor shall either replace the rejected Items or make all alterations necessary to meet Specification requirements free of cost to the Buyer.
- v) Notwithstanding the pre-supply tests and inspections prescribed above, the Items on receipt in the Buyer 's premises will also be tested after receipt and if found defective, or the seal found to be tampered these items shall be replaced free of cost to the Buyer.

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- vi) Pre-installation testing: This testing / inspection shall be performed at the KANNUR AIRPORT site 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.
- vii) 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.
- viii) The testing & inspection as per clause 9(1) in any way will not relieve the Contractor from any warranty or other obligations under this contract.
- ix) 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.
- x) The Inspector shall have the power:
- 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;
  - To reject any equipment or parts submitted or faulty installation as not being in accordance with the specifications;

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- 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 un-satisfactory 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:

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

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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:**
- i) 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.

**APPEAL:** If the contractor desires to appeal the decision of the Inspector against the rejection of any equipment or work as not being in accordance with the contract, he shall appeal to the Managing Director, KANNUR INTERNATIONAL AIRPORT LIMITED within fourteen days after the Inspector's decision and If, an appeal is so preferred, the decision of the Managing Director, KANNUR INTERNATIONAL AIRPORT LIMITED shall be final and Binding.

#### 11. EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES:

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- i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
  - ii) The contractor shall arrange on the site only such technical assistants as and when required.
  - iii) The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.
  - iv) The Work-in-charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Work-in-charge and the persons so removed shall be replaced as soon as possible by competent substitutes.
12. Patents, Successful bidder's Liability & Compliance of Regulations

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

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

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

13. STANDARDS

1. All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the minimum or higher standards as mentioned in Section V.
2. 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.

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14. TIME SCHEDULE / WORK COMPLETION PERIOD:

The work completion period for the supply, testing and installation of the Mobile Command Post/ Command & Control Vehicle and all accessories shall be 120 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 KANNUR AIRPORT.

15. GUARANTEE / WARRANTY

The complete vehicle, all the systems/ accessories and equipment, hardware & Software shall be guaranteed against all defects/bugs and for a satisfactory performance as per all the listed features/specifications mentioned in Section V of this document at least for a period of 24 months or company's/OEM warranty term whichever is higher from the date of successful installation and commissioning of the mobile command post.

The bidder shall attend at his own expense and get the defect/bugs removed and replaced in the vehicle, systems/accessories and equipment as detected by KANNUR AIRPORT during the period of warranty as and when required for without any limit. The replacement of defective parts/system, materials, consumables are in the scope of the contractor.

All necessary original documents of vehicle including service & Guarantee/ warranty papers to be hand over at the time of vehicle delivery to the Managing Director Kannur International Airport.

16. 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.

17. DISPATCH OF DOCUMENTS

- o Pre-receipted Bills in triplicate at each stage of Payment.
- o Copy of the Delivery Challan. o Copy of the Inspection report(if inspection carried out as a part of the Contract). o Duly certified Installation / Commissioning Certificate with the final bills.
- o Undertaking of Authenticity for Supplies (Annexure -5)

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18. UP-GRADATION

The successful bidder shall guarantee the long-term availability of Upgraded versions of hardware / software to the buyer for the full life of the equipment.

19. 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.

20. SUBMISSION OF DOCUMENTATION

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

21. DELIVERY DESTINATION (Name & Address of Consignee)

The items mentioned in BOQ shall be delivered to places to the office of

Head-ARFF  
Kannur International Airport Limited  
Kara Peravoor P.O, Mattannur,  
Kannur – 670702, KERALA STATE - INDIA

22. TRAINING OF KANNUR AIRPORT ENGINEERS/OFFICERS AND STAFF

The successful bidder shall impart on job operation and maintenance training for a period of one week for KANNUR AIRPORT staff or their nominated person to a maximum of 20 nos of persons. 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.

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SECTION V: TECHNICAL SPECIFICATIONS

MOBILE COMMAND POST TECHNICAL SPECIFICATIONS

**A. SCOPE**

1. The scope of work includes design and modification/fabrication of Force Traveller 3700 Wheel Base Delivery Van BSVI with ABS, A/C and power steering vehicle into Mobile Command Post unit as per the specifications mentioned below, the delivery of the fully fabricated vehicle at Kannur International Airport, testing, training of purchaser's personnel, commissioning and handing over the vehicle. The vehicle in which the modification works need to be done is to be purchased by the successful bidder. The scope of work also includes Defect Liability Period (DLP) for a period of 2 year after completion of the work. The supplier also to provide 06 free servicing and OEM warranty conditions for the vehicle.
2. The vehicle shall be new and purchased in the name of "Managing Director, Kannur International Airport Limited, Kara Peravoor P.O, Mattannur, Kannur – 670702". All necessary original documents of vehicle including service & Guarantee/ warranty papers to be hand over at the time of vehicle delivery to the Managing Director Kannur International Airport.
3. The vehicle shall be registered as customized/modified Private vehicle in the motor vehicle department- Kerala. The Tax, Vehicle Insurance and Vehicle Registration charges will be reimbursed to the Contractor after successful completion of work.

**B. DESIGN REQUIREMENTS**

- The Mobile Command Post unit shall comply with NFPA 1561 in Emergency Services Incident Management System and 'Airport Services Manual Doc 9137 Part-7 Airport Emergency Planning'.
- The design of the vehicle shall be in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance, and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements which might cause injury to personal or equipment.
- All components shall be designed and protected so that heavy rain or adverse weather conditions will not interfere with normal servicing or operation.
- The unit shall be ergonomically designed and aesthetically built. The superstructure shall be fabricated with minimum disturbance to other chassis components.

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- The unit shall be as compact as possible complete with ease of accessibility to all sub-systems for maintenance and repairs.
- The unit shall ensure minimum noise and no abnormal vibration.
- It shall have high reliability and performance.
- It shall be easily repairable, having easily replaceable parts, low maintenance cost and long working life.
- Due to the complexity of the construction vendor must provide detailed specifications In order to fairly evaluate each vendor's technical ability and design capability, drawings are to be provided.
- The following drawings are to be provided:
  1. Interior floor plan (top view)
  2. Right hand section view (interior)
  3. Left hand section view (interior)
  4. Appropriate section views (interior)
  5. Driver cabin view (interior)
  6. Exterior view of the vehicle (04 sides)

#### C. PERFORMANCE REQUIREMENTS

- The Mobile Command Post Vehicle shall be built on a Force Traveler 3700 Wheel Base Delivery Van BSVI vehicle.
- The command post shall consist of a front cabin for driver and co-driver, and a rear cabin (working compartment) for use as command post. Sufficient space shall be provided in the rear part of the working compartment, which can be used for storage of equipment and other items such as stretcher, triage area equipment, communication equipment etc.
- It shall be capable of being moved rapidly to the site when required in case of an emergency.
- The vehicle shall be able to accommodate 6 to 8 people working at an emergency site for longer duration.
- It shall be an air conditioned unit.
- Overall height, length and width shall be kept to a minimum consistent with the best operational performance and to provide optimum manoeuvrability and facilitate movement on public highways.

#### D. WEIGHTS& DIMENSIONS

- The actual gross vehicle weight (weight of fully staffed, loaded and equipped vehicle) shall not exceed maximum permissible limit weight of chassis by manufacturer.

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- The weight shall be distributed as equally as practical over the axles and types of the vehicle.
- The centre of gravity of the vehicle shall be kept as low as possible under all conditions of loading.

## E. TECHNICAL SPECIFICATIONS

### 1. SUPER STRUCTURE- DESIGN & MATERIAL

#### 1.1. General

1.1.1 It shall have a coach style aluminium alloy/ steel body construction.

1.1.2 It shall have one-piece roof and sound absorbing ceiling.

1.1.3 All ceiling mounted equipment (air conditioning units, etc.), shall have padded at perimeters to avoid head injuries.

1.1.4 The vehicle shall have the following 2 cabins:

1. Driver's cabin  
2. Working  
Compartment.

1.1.5 Body supports shall be provided to ensure evenly distribution of the components and equipment weight back to the frame.

1.1.6 Materials selected shall ensure the optimum strength, lightweight, hygiene, aesthetic, reliability and durability. Material used for construction of the appliances shall be new, unused and free from defects and imperfection that might affect the serviceability of the finished product.

1.1.7 Metals used in the assembly and components shall be of high strength to weight ratio where practicable to effect saving in dead weight and thereby increasing the pay load capacity. Use of dissimilar metals in contact with each other which tends towards electrolytic corrosion shall be avoided and where used shall be compensated through metal plating spraying or by separation with suitable insulating material.

1.1.8 All parts exposed to atmosphere shall be of non-corrosive material. All ferrous fasteners shall be galvanized/chrome plated to avoid rusting over prolonged use.

1.1.9 The superstructure shall be weather proof and shall be fully insulated thermally and acoustically with a fire-resistant material.

1.1.10 The Driver's Cabin and Working Compartment shall be acoustically insulated to prevent noise, pollution, vibration and electronic induction.

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- 1.1.11 There shall be enough space to keep all the equipment and appliances. It must have transparent windows of area as maximum as possible. The superstructure windows shall be modified as single length viewing window panel with retractable sliding window curtains over.
- 1.1.12 All glass used shall be photo chromatic, shatter proof safety glass. Inside the compartments it shall be smooth, seamless and impact resistant fiberglass interior wall and ceiling finish.
- 1.1.13 Coverings on seats and chairs shall be heavy duty, stain resistant, and easily damp wiped.
- 1.1.14 It shall have non-skid commercial grade PVC flooring in continuous piece from front to back. The floor of the vehicle shall be strong, scratch resistant, anti bacterial, anti fungi and smooth that can be washed without seeping water into the sides or floor.
- 1.1.15 Floor mat selected shall be of a dark color, to avoid showing dirt, marks, or scuffs.
- 1.1.16 The appliance is intended for use in tropical conditions with continuous high humidity and heat. This fact shall be given full consideration while selecting material and for this reason use of rubber shall be avoided as far as possible. Wherever, it is unavoidable to use rubber the parts made out of it shall be readily available. Timber shall not be used in body construction.

## 2. DRIVER'S CABIN

### 2.1. Design

- 2.1.1. The driver's front and side vision shall not be obstructed by hardware, or equipment added after the vehicle's manufacture.
- 2.1.2. Corners and sharp edges of equipment mounted in the driver's compartment shall be properly padded to reduce impact injuries.
- 2.1.3. Spotlights mounted on pillar posts, with fixed control handles that extend into the driver's compartment, shall be avoided, to prevent impact injuries in a collision.
- 2.1.4. The cabin shall have mobile charging facility.

### 2.2. Wiring Of Command Post Cabin

- 2.2.1. Two set of wiring are required; one for essential supply through UPS and the other for direct supply from generator. In case of generator supply failure the essential supply shall be available from UPS automatically. The communication equipment, fans and room lights shall be on essential supply.
- 2.2.2. All wires and electrical accessories shall be of reputed brand and ISI certified.

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- 2.2.3. Each circuit shall have an MCB of appropriate rating for protection from short circuit.
  - 2.2.4. It shall have 12V and 120V circuit breaker and electronic master disconnect switch for main and auxiliary systems housed in the driver's compartment.
  - 2.2.5. PA system with minimum 50 W output speakers to be provided.
  - 2.2.6. While a fixed PA system with suitable amplifier shall be equipped in the working compartment, both the driver's and working compartments shall have the microphone access to the PA system so that it can be operated from either compartment as needed.
  - 2.2.7. The cabin shall have First-aid kit.
3. INSTRUMENTS, WARNING LIGHTS AND CONTROLS:
- 3.1. General
    - 3.1.1. The minimum number of instruments, warning lights and controls consistent with safe and efficient operation of the vehicle shall be provided.
    - 3.1.2. In addition there shall be instrument panel and equipment on the dashboard, below the dashboard and overhead as specified without any hindrance to driver and codriver. It shall have all the control of the vehicle which also include power supply control, light controls and warning indicators suitable accommodated in the dashboard for ease in operation by driver and co-driver.
    - 3.1.3. Lights mounted on the hood shall not have a shiny housing or mount which reflects the sun or other light into the driver's eyes.
    - 3.1.4. The controls in the cabin shall be so arranged that the driver and co-driver both can operate from the driver's compartment independently.
    - 3.1.5. All chassis instruments and warning lights shall be grouped together on a panel in front of the driver to provide ready accessibility as well as high visibility for the driver seat.
    - 3.1.6. All instruments and controls shall be illuminated, with back lighting to be used where practical.

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- 3.1.7. Warning Lights shall be installed at corners of the front, back and sides of roof with rustproof chrome base and flood lights at the middle of both sides.
- 3.1.8. The cabin shall have all the necessary controls within easy reach of the driver for the full operation of the vehicle.
- 3.1.9. Proper light fittings including fog lights, Strobe Light, Air obstruction light for airfield usage and night operations to be included. Identification labels for each fitting are to be provided. Strobe lights of approved standard should be fitted on top of the vehicle. All light fittings should satisfy ICAO requirements.

4. **WORKING COMPARTMENT:**

4.1. **General**

- 4.1.1. Next to the driver's cabin, shall be Working Compartment (Conference area) being used for command post activities, where Incident Controller, officials of KIAL and other emergency services can gather to discuss operations, which will extend up to the rear end of the vehicle.
- 4.1.2. The rear end portion of the working compartment shall be used to equip communication equipment and other accessories. A portion of the rear area shall be used to keep triage equipment such as stretchers, sign boards etc. A curtain shall be provided to separate the conference area of working compartment from the equipment area.
- 4.1.3. The conference area of the compartment shall be equipped with a table (conference table), a revolving stool and 2 numbers of sofas (sofa cum bed).
- 4.1.4. Additionally, the conference table shall be equipped with VGA outlets, HDMI outlets and USB ports to connect the user laptops to LED TVs.
- 4.1.5. The partition between driver's cabin and working compartment shall be transparent shatter-proof glass with sliding window. Apart from this, windows shall be provided on left and right hand sides of the working compartment. All windows must be provided with dark colored curtains. Additionally window glass shall be covered with UV radiation resistant Sun control film.
- 4.1.6. A communication & command desk/utility table with under storage drawers shall be provided in the equipment area of working compartment.
- 4.1.7. All communication equipment and appliances shall be provided on the communication & command desk installed in the cabin.

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- 4.1.8. It shall have custom built desk-controls for communication systems, work stations for computer, office chairs, counter tops, tables, interior storage compartments, overhead longitudinal storage cabinets and shelves.
- 4.1.9. The working compartment of the vehicle shall be fitted with a split A/C of at least 1 Ton capacity with make of a reputed brand.
- 4.1.10. This system shall run on power by the Generating Set fitted in the vehicle. Bidder has to submit details of air-conditionings along with drawing, layout plans & technical specification of reputed make of air-conditioner along with technical bid.
- 4.1.11. Display board and white board of one number each shall be fixed on the interior wall at suitable places. Display board should be of minimum 4 feet by 3 feet. It can be folded type or retractable type
- 4.1.12. All locking and securing devices must be of sufficient strength, reliable and of quick opening and closing type for removal of accessories and other items without loss of time.
- 4.1.13. Under the working surface must be map provided drawers and file of other information. The compact arrangement shall allow permanent seating for 6 chairs in the area.
- 4.1.14. Desks and similar working surfaces shall be:  
- At a proper working height, relative to supplied chairs  
- Designed with a knee-well, which shall accept the intended chair, both to reduce operator fatigue, as well as for space efficiency.
- 4.1.15. Mounting radios, telephones, etc. shall be fitted on the wall or vertical surface immediately above the relevant communicator's position, to maximize the working counter surface. The controls shall be within comfortable reach of the seated operator.
- 4.1.16. Cupboards and cabinets shall be designed for the items they are intended to house, to ensure optimum space utilization.
- 4.1.17. Working compartment shall be equipped with a 32" smart LED TV of reputed brand for the purpose of video conferencing.
- 4.1.18. Outward opening side-hinged door shall be provided at the rear end of vehicle for entry into the working compartment. This type of door facility will ensure  
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maximum utilization of the working compartment. Foldable stairs with adequate strength shall be used for easy access to the compartment.

- 4.1.19. Doors must be designed for easy release. A “Door-Open” warning device shall signal (indicate in the driver’s compartment) when doors are not closed. Door must have effective compression or overlapping seals to prevent leakage of exhaust fumes, dust, water, and air.
- 4.1.20. It shall have a fixed roof access ladder with hand rails.
- 4.1.21. Provisions to be made to store emergency equipment like stretchers at top of the vehicle.
- 4.1.22. In addition to the above, the compartment shall be equipped with a Digital clock (with date and temperature display), a waste bin and adequate number of plug points.
- 4.1.23. The compartment shall have a desktop computer system of reputed brand. The specification of the computer system shall support the video conference system equipped in the working compartment. The bidder shall provide detailed specifications of the computer system.
- 4.1.24. The equipment area of the compartment shall have provision for walky-talky base set connection, VHF R/T connection and wireless telephone connections for emergency communication equipment.

## 5. ELECTRICAL REQUIREMENTS

### 5.1. Generating set

- 5.1.1. An independent Generating Set of reputed brand with a minimum output capacity of 6.5 kVA is to be provided and fitted in the chassis of the command post at suitable location with the provision of locker to minimized noise level inside the command post. Technical Specifications of Generating Set like Horse Power, KVA rating, make, etc. to be supplied along with technical bid.
- 5.1.2. On board generator shall be capable of taking full load of all onboard and extended equipment and accessories including lighting and air-conditions at the maximum power consumption. Generator shall be capable of non-stop functioning for at least 6 hours without refuelling. And the operation of the Generator set shall not disturb essential conference and meeting with vibration or noise.
- 5.1.3. Generator shall comply with IS specification and CE certified

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- 5.1.4. Generator shall be capable of taking over the supply of V.H.F. Set and Radio System and keep the batteries topped up.
- 5.1.5. Generator drivelines shall be engineered the proper components to ensure a quiet, smooth-running set without vibrations.
- 5.1.6. The mounting of Generating Set shall be in such a way that it shall easy removable and placing it nearby with all require connections for running it for power supply.
- 5.1.7. Adequate locking provision (easily un-lockable type) shall be made for the Generating Set to avoid damage during the vehicle movement.
- 5.1.8. The locker shall have adequate ventilating facility to run the Generating Set inside. The generator compartment shall be vented in such a manner as to reduce the entry of rain, as well as screened where possible, to avoid entry of insects and vermin.
- 5.2. Batteries
- 5.2.1. Sufficient capacity UPS of reputed brand with necessary accessories shall be supplied with Generating system suitable for electronics equipment functioning.
- 5.2.2. The UPS shall be capable to supply power for at least one hour to the entire system (except Air Conditioning) of Mobile Command Post unit.
- 5.2.3. Suitable capacity extension cable of at least 30 meter length shall be provided for connecting into a domestic supply for full load.
- 5.2.4. All electrical equipment powered by the vehicle (starting) battery shall be wired through a master switch, to avoid battery drain and a no-start situation when the vehicle is idle for extended periods.
- 5.3. Wiring
- 5.3.1. Two set of wiring are required. One for essential supply through UPS and the other for direct supply from generator. In case of generator supply failure the essential supply shall be available from UPS automatically. The communication equipment, fans and room lights shall be on essential supply.
- 5.3.2. UPS supply shall have a back-up of at least 1 Hr.
- 5.3.3. Wires and electrical accessories shall be of reputed brand and ISI certified.

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- 5.3.4. Each circuit shall have MCB of appropriate rating for protection from short circuit. It shall have appropriate circuit breaker and electronic master disconnect switch for main and auxiliary systems housed in the driver's compartment. Also fuses with fuse box shall be provided for all electrical equipment
- 5.3.5. Power and extension cords carried shall be of bright color or wrapped at intervals with colored tape (unless operational considerations dictate otherwise) to reduce people tripping over them.
- 5.3.6. Wiring shall be easily accessible, both for problem tracing as well as retro-fit. Considerations include:
- Colour-coding for various functions
  - Passage through looms or conduits and avoidance of sharp bends for ease of feeding
  - Easy access behind ceiling, walls, etc.
  - Easy access to connectors/joins/splices
  - Inspection ports at points of connection (e.g. where cables attach to antennas)

#### 5.4. Connections and Hook-ups

- 5.4.1. Plug-ins and other connections on the exterior of the vehicle or in compartments shall be in a position, and of a type that is:
- Easy to access
  - Easy to see and connect, in darkness, poor light, or inclement weather
  - Away from entry doors, where cables might create a tripping hazard.
- 5.4.2. Key items (e.g. communications equipment) shall be connected in such a manner that bridging to alternate power sources is easily accomplished. Alternate power source can be easily connected in case of UPS/Generator set failure.
- 5.4.3. Where surge protection is provided for computers etc., on certain electrical outlets, these shall be identified separately from outlets not so protected.
- 5.4.4. Adapters for electrical hook-ups and extension cords shall be carried, to facilitate share power from various sources/types of connectors.
- 5.4.5. An electrical box, with a "knife switch" shall be provided to facilitate switching from share power to generator and vice versa.

#### 5.5. Switches

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- 5.5.1. Where switches that must be activated are contained within an electrical cabinet, a smaller door, only to access the switches, shall be provided within a larger door locked to avoid unauthorized or unnecessary access to connections.
  - 5.5.2. The electrical configuration shall be such that shall power draw approach overloading, non-essential equipment (previously identified) can be quickly disconnected through one master switch, to reduce electrical load requirements and allow critical systems to continue.
- 5.6. Power Outlets and Receptacles
- 5.6.1. Electrical outlets shall not be placed on the floor, or other horizontal surface, to avoid entry of water, spills, etc.
  - 5.6.2. All external electrical outlets shall have watertight coverings, or dummy plugs on tethers.
- 5.7. Lighting
- 5.7.1. Light switches in the vehicle shall be installed in the same orientation, e.g. "off" and "on" in the same direction.
  - 5.7.2. Scene floodlights shall be capable of adjustment from ground level, without the necessity of a ladder and/or roof access. Ideally, all exterior lighting controls would be controlled remotely from within the vehicle.
- 5.8. General
- 5.8.1. An electrical engineer, or a qualified automotive electrician, shall evaluate power and current needs, to ensure appropriate electrical wiring, systems, and capacity.
6. COMPUTER & COMMUNICATION SYSTEM
- 6.1. General
- 6.1.1. Computer should be an All-in-One computer with minimum I5 processor, 21” Screen Size, 4 GB RAM, 1 TB HDD, built in camera and other accessories. Make should be of HP, Dell, Lenovo and Acer. No other make will be accepted.
  - 6.1.2. These shall be properly mounted on the desk or wall to prevent any damage during movement.

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- 6.1.3. The vehicle shall be equipped with the equipment and accessories as follows:
- 1 no. of 32-inch smart LED TV of reputed make.
  - A 5 meter length, 360° HD high resolution PTZ camera with VMS (Video Management System) and minimum 500 meter coverage. The camera shall be linked to the LED TV in the working compartment. □ Video Conference Facility in the working compartment □ 1 no. of Intercom.
  - Fixed PA system with suitable amplifier.
  - A rack for nominal roll boards and check list of appliances and officers in attendance.
  - Emergency Lighting. □ Display board (1 no.)
  - White board (1 no.)

Intercom between driver cabin and rear cabin for effective command & communication within the team has to be provided by agency.

- 6.1.4. The PTZ camera used shall be of portable type such that it can be carried away from the vehicle and placed in different locations of incident area.
- 6.1.5. All communication equipment and appliances shall be provided on a communication & command desk and equipment rack installed at the equipment area of working compartment. Supplier needs to provide only provision for installation, facility for charging & storage of communication equipment. Communication equipment will be the scope of Kannur Airport
- 6.1.6. All equipment shall be arranged for optimal teamwork and communications among critical emergency response groups.
- 6.1.7. Floor plan shall ensure minimum obstruction and optimum space utilization and to be submitted for approval by Head-ARFF before fabrication of the unit.
- 6.1.8. All wires, cables, coaxial, etc., terminating in the vehicle shall be identified to ensure rapid and correct connection during equipment installation, replacement etc.
- 6.1.9. Radios, TV monitors, etc., that are mounted in panels shall be capable of removal individually without disturbing other modules.
- 6.1.10. Video conference facility mentioned can be of Microsoft software, google meet etc. No separate conference software is mandatory. but camera, speakers, microphone and other display provisions should be provided by agency.

## 7. ROOF LIGHTS & SIREN:

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7.1. General

- 7.1.1. It shall have emergency bar light with siren (100 w) (red & blue), and amber light (air obstruction light as per ICAO requirement) on roof top of the vehicle.
- 7.1.2. Minimum 8 number of scene lights (warm white color) shall be installed on both side of vehicle. Scene slights shall be capable of adjustment from ground level, without the necessity of a ladder and/or roof access.

8. INTERIOR LIGHTS & ILLUMINATION:

8.1. General

- 8.1.1. The warning light system and related components and devices shall conform to temperature conditions and be tested and approved by an NABL accredited laboratory independent from the lighting device manufacturer's own labs for compliance with the requirements of the Indian Standards.
- 8.1.2. Proper lighting shall be facilitated in driver's as well as working compartments.
- 8.1.3. The basic interior Driver's cabin lighting configuration shall be designed to minimize electrical loads.

9. EMERGENCY OPERATION EQUIPMENT

The following emergency operation equipment shall be provided with the vehicle.

Sl. No.	Item Details	Qty (Nos.)
1.	Inflatable tent It shall be light weight, easy to use, weather resistant, acid resistance, easily washable and repairable with require less storage. Material shall be made of high quality polypropylene foldable sheet and insulated factor allowing to heating & cooling efficiency.	01
2.	Extendable tarpaulin shed (6 m) with support on both side of vehicle	01
3.	Rope ( Cotton/ Manila) of 100 meters length having 1" diameter.	02
4.	Cordoning stand with tape.	10
5.	Binocular with night vision facility with storage case( Reputed make )	01
6.	First Aid Box	01
7.	Spare Wheel(stepneytyre) and Wheelcarrier with cover	01
8.	Wheels jack and necessary tool box suitable for the vehicle	01

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9.	General tool box kit of reputed make	01
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Night vision binocular should satisfy the following conditions

- (a) Range: Minimum 200 meters
- (b) Magnification X object lens: 4.5 X 40mm
- (c) Recording/transmission (Sending) through Wifi : Should be available
- (d) Memory card: Micro SD card with minimum 32 GB
- (e) Illuminator: Self built in illuminator
- (f) HD video recording with minimum 1080 p
- (g) Water resistant body. lightweight and compact size
- (h) Supplied item should be of a reputed brand with all accessories (power cord, data transfer cable and complete technical and user manual

10. PREPARATION FOR PAINTING, COLOR AND MARKINGS:

10.1. General

10.1.1. The unit's body and all attached equipment exterior surfaces, except polished metal parts, shall be thoroughly cleaned, treated, and coated with a firm primer and preservative with rust inhibiting properties, and painted in the finish color.

10.1.2. Ferrous metal interior surfaces shall be painted or, when not exposed for painting, shall be treated or coated to resist corrosion.

10.1.3. Chassis and chassis frame components shall be preserved and finished in accordance to industry's standard practice.

10.1.4. The exterior surface including top shall be of fluorescent yellow color.

10.1.5. Following markings shall be made on the body of vehicle:

- "Kannur International Airport" with logo shall be in black color with white border, not less than 20 cm high, centered on outer left and right side of the vehicle below the windows. Beside the 'Kannur International Airport' logo, the emblem of ARFF department also shall be painted.
- 'ARFF Emblem' shall be in original colors and appropriate dimensions.
- The name "Mobile Command Post" in black color shall be painted on top portion of both left and right hand side of the vehicle □ Year of Manufacture.
- Job or Serial No.
- Manufacturer's name & trademark

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- Engine & Chassis numbers
- Chassis supplier name and country of origin.

11. TRAINING:

The bidder shall organize an on-site familiarization and training to Fire personnel at the Fire Station, Kannur International Airport. The course must be conducted by experienced training staff only.

12. STANDARD OPERATING PROCEDURE:

The bidder shall provide Standard Operating Procedure of the vehicle and related items/equipment for Trainees and Instructor.

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SECTION VI

SERVICES UNDER DEFECT LIABILITY PERIOD

1. GENERAL CONDITIONS:

- 1.1 Immediately after commencement of operation and maintenance contract but not later than 15 days of certified date of completion of the main work (i.e. SITC) or as per necessity, the contractor shall enter into a supplementary agreement with KANNUR AIRPORT for 02 years for providing DLP services.
- 1.2 The tenderer shall be well equipped with all machinery and spares units / modules of the Security Equipment and shall carryout the routine maintenance work by the trained personnel only.
- 1.3 Duration of Contract:  
This contract shall be for a total period of 2years (routine maintenance during 02 years of DLP)

2. SUPPLEMENTARY AGREEMENT FOR DLP OPERATION:

The contractor shall enter into supplementary agreement with KANNUR AIRPORT before commencement of routine maintenance during DLP.

2.1 SCOPE OF THE WORK: for 2 years Defect Liability Period (DLP)

- i. Carryout periodical maintenance/ services and routine check ups as per the OEM's guidelines for the vehicle and all the mounted equipment by the contractor or by his authorized representative.
- ii. Coordinate with KANNUR AIRPORT/ARFF Department for attending the reported complaints immediately and ensure trouble free service.
- iii. Undertaking periodical safety checks and Maintenance of Records / documents and submission of Reports.
- iv. Providing and maintaining printed logbooks for preventive maintenance activities carried out, material consumed etc.,
- v. Deploy required number of trained Personnel for carrying out the maintenance activities and attend breakdowns, emergency calls etc. as and when needed

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- vi. Supply and replacement of spares/components as required.
- vii. Providing all consumables (except the items coming under wear and tear).
- viii. Attending infinite no. of breakdown calls in a time bound manner to meet the service quality requirement.

Note:

1. Details of maintenance activities and periodicity during DLP period shall be finalized in consultation with the Work-in-charge on award of work. However, any additional activity required to be executed or change in periodicity of maintenance schedule required shall be carried out as per the direction of Work-in-charge.

1) SERVICEABILITY & PENALTY CONDITIONS:

Penalty towards preventive maintenance:

Penalty for not completing the Daily/weekly/monthly/quarterly/ half yearly/ annual checks/ preventive maintenance activities as recommended by OEM by 1st of subsequent month shall be deducted as under. The maintenance activities recommended by OEM should be shared along with delivery of the vehicle.

If agency fails to complete the above maintenance activities, a penalty will be levied as under:

1. Monthly checks: Rs.1000/- for each equipment
2. Quarterly checks: Rs. 1500/- for each equipment
3. Half yearly activity: Rs.2000/- for each equipment
4. Annual Maintenance activities: Rs. 2500/- for each equipment

The recovery amount can be waived off if the reasons of delay given by the Contractor are found satisfactory. The decision of the Work-in-charge shall be final and binding on the contractor.

4) SECURITY PASS:

As the maintenance work has to be carried out in a restricted area, the contractor shall arrange for security passes from the competent authority in respect of staff to be deployed

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by him. Any incidental charges towards this shall be borne by the contractor himself. The staff deployed by the contractor shall strictly abide by all rules and regulations in force. Any person found violating the regulations shall be withdrawn by the contractor. The passes have to be returned on the same day or on completion of the job as per the guidelines of the Issuing Authority. Loss of any pass shall attract a penalty of Rs. 500/- or more to be decided by the Competent Authority. Failure to observe security regulations may be treated as trespasses and lead to prosecution of the person (s) deployed by the contractor. The passes issued shall be used for gaining entry to the areas of the Airport where the contractor/ his staff have legitimate business in respect of scope of this work. Use of this pass for entry into Airport for purposes other than that covered under the scope of work will lead to confiscation of the pass as well as other action deemed fit by KANNUR AIRPORT.

5) CARE OF INSTALLATIONS:

The Contractor will be responsible not only for his own men and material but also for the security of the equipment/materials of the KANNUR AIRPORT supplied/installed under this contract. The cost of repair/replacement of equipment/damage due to mishandling by the staff of the Contractor will be deducted from the Contractor's bill after assessment. The assessment of Work-in-charge shall be final and binding on the Contractor.

a. Materials:

- (i) Spares: Sufficient number of spare parts required for the maintenance during DLP period shall be arranged free of cost and shall be made available for ensuring uninterrupted functioning of the Equipment.
- (ii) Storage Space: Required minimum space shall be arranged by KANNUR AIRPORT for storing the spare parts /accessories etc., by the contractor. The contractor shall submit a list of the items stored to KANNUR AIRPORT for verification.
- (iii) The contractor is wholly responsible of services/operation affected or any further damage due to delay in supply of material, the contractor is bound to repair in his own cost otherwise the suitable penalty imposed by Work-in-charge and the decision of Work-in-charge in this regard shall be final and binding to the contractor.
- (iv) Dismantled/replaced Material: All the dismantled materials are to be returned to KANNUR AIRPORT failing which the cost of such materials shall be assessed by the Work-in-charge and same shall be recovered at twice such assessed value. The decision of Work-in-charge shall be final and binding on the Contractor.

b. Essential Services:

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The KANNUR AIRPORT reserves the right to immediately step in and carryout a part or whole of the work entrusted under operation and DLPin case of any default or unsatisfactory performance by the Contractor without resorting to the formalities of issuing notices, etc. and the Contractor would have no claim for compensation in such case.

c. Scope of Contractors Additional Responsibilities:

- a) KANNUR AIRPORT officials have the liberty to turn out any of the Contractors staff if found indulging in undesirable activities/ mischief, etc. and no worker will be allowed to reside at the place of duty after his duty hours.
- b) The Contractor shall arrange as and when required the following:
  - i. Spare Modules / units of the equipment and additional tools and sufficient manpower required for attending breakdowns of the Equipment.
  - ii. If additional manpower is required in case of any breakdowns the same has to be arranged which is in the scope of Contractor.
  - iii. Any damage caused to the equipment same shall be made good by the Contractor at his own cost.
  - iv. There shall be no liability on the part of the KANNUR AIRPORT to pay any compensation arising out of the labour dispute due to accident, termination, non-payment of statutory benefits, non-payment of any dues etc. at airport. The Contractor will be fully responsible for all such defaults.
  - v. Higher officials of Contractor shall visit the site periodically or as and when called by KANNUR AIRPORT. On his visit they should meet the Work-incharge and his representatives and shall assess the performance report about satisfactory working of the Security Equipment.

6) OTHER CONDITIONS:

- a) Contractor shall ensure that all the personnel engaged by him display their company ID card.
- b) Any material taken out from the building shall have necessary permission from the security personnel/Competent Authority in the form of a Gate pass. In case of any material being brought in, necessary records shall be maintained in a separate register.

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- c) The Contractor shall be wholly responsible for theft/ burglary breakdown or any other mischief done by their staff, and any loss of property shall be recovered from the immediate bill of the Contractor.
- d) The Contractor shall at all times indemnify and keep KANNUR AIRPORT indemnified against all claims which may arise out of or relating to this work and which may be referred against KANNUR AIRPORT and shall take all risks and accident or damage which may occur at the site of work or to the work from whatever cause it may be.
- e) All works/services are to be carried out strictly complying the BCAS (Bureau of Civil Aviation Security) specifications, Indian Electricity Rules and ISI code of practices including safety codes and as per instruction of Work-in-charge, as applicable.
- f) The Contractor should have clear understanding of the scope of work. The rates quoted shall be valid throughout the period of the contract. No escalation will be permitted on any account after acceptance of the contract.
- g) All the new materials to be used at site should be got approved from Work-in-charge and necessary invoices and certificates to be produced.

**10.HANDING OVER ON COMPLETION OF DLP:**

At the end of DLP& maintenance contract, the contractor shall handover all the equipment to KANNUR AIRPORT in good working condition after carrying out all necessary checks to the satisfaction of respective Work-in-charge. In case any defects are noticed at the time of taking over by KANNUR AIRPORT the same shall be rectified and cost of the same shall be recovered from the contractor.

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SECTION VII

FINANCIAL BID FORMAT

Instructions to bidders for filling up the Financial Bid

- 1) The Bidders shall make their Quote strictly in the relevant columns of Financial Bid format. An annexure of complete list of deliverables with make & model of equipment and accessories fully meeting the operational and technical requirement as spelt out in the tender, should be enclosed along with the financial bid.
- 2) Prices Quoted by the tenderer shall be inclusive of all the charges and duties applicable in the country of origin and in India except Cess and GST in India.
- 3) Prices in financial bid should be quoted only in INR (Indian Rupees)
- 4) RATES
  - (i) Prices shall be in INR (Indian Rupees) only.
  - (ii) Prices quoted by the Tenderer shall remain firm and valid until successful completion of the Contract.
  - (iii) The rates quoted for all the items shall be inclusive of all applicable charges and levies, Entry Tax, Octroi etc. except cess and GST in India.
  - (iv) 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 shall be payable by the contractor within the quoted rate. The contractor shall submit a tax order form from Indian tax authorities in respect of deduction of TDS.
  - (v) KANNUR AIRPORT shall be entitled to deduct at source any tax as may be required by the laws in force in India and shall furnish to the contractor a certificate in the prescribed form.

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FINANCIAL BID BILL OF QUANTITY (BOQ) Tender No:KIAL/P&S/ARFF-01/2021/R				
Name of the Bidder: Address :				
#	Item Description	Quantity	Amount in figures (without GST)	Total Amount in words
1.0	Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command & Control Vehicle to Kannur International Airport as per the technical specifications mentioned in section V of the tender document (including DLP of two years)	1 no		

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

SECTION VIII  
DOCUMENT FORMATS

Annexure-1

Cover-1 :Compliance Statement

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

SL No	DOCUMENTS	“YES “for Complied “NO” for not Complied
01	Submission of Tender Cost / Fee : Rs. 2,975/- (Rupees Two thousand and nine hundred Seventy Five Only)	DD No Date: Bank
02	Submission of EMD (Earnest Money Deposit) : Rs. 50,000/- (Rupees Fifty thousand Only)	DD No Date: Bank
03	Unconditional acceptance letter as per Annexure-3	

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer



**Technical Bid Qualification Documents: Compliance Statement**

(Copy of this Compliance statement, filled in specified Format (Annexure-2), duly signed shall be submitted in Cover-1, along with copies of relevant documents)

SL No	DOCUMENTS	“YES “for Complied “NO” for not Complied
01	Certificate / Undertaking from the OEM for sales and service in India: Copy duly signed and sealed.	
02	Documentary proof for similar nature of work executed and proof of supplying the minimum required amount and quantity during the past 7 years at any of the Pvt Companies/Airports/ Government organizations or PSUs as per the eligibility conditions to be submitted in Annexure-10 format along with Work order/ acceptance letter completion certificate from the client duly stating completion cost and time.	
03	Copy of corporate /self PAN card & Proof of Sales Tax Registration & Service Tax Registration	
04	Documentary evidence of adequate financial standing of annualized average financial turnover of Rs.50 lakhs from sales and services during the last 3 years. The bidder shall submit copies of audited balance sheet and P & L statement for the last 3 years / Certificate from the auditors.	
05	Copy of Articles of Memorandum of Association or Partnership Deed or proprietorship deed or Registration Certificate with Corporation/Municipality/Panchayat duly signed, as the Case may be.	
06	Brief profile of the Company: To be submitted duly signed and sealed.	
07	Undertaking for not been Black Listed in (Annexure-7) format	
08	Affidavit in (Annexure-8) format	
09	Bank account details in (Annexure-4) format	
10	Undertaking of Authenticity for Supplies in (Annexure-5) format	

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11	Power of attorney for signing of documents and execution of project if applicable / required in (Annexure-9) format	
12	Copies of Technical brochures / literatures / data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. All the brochures/literature/datasheets shall be	
	counter signed and stamped by the vendor or authorized signatory of vendor.	

\*\* 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

ACCEPTANCE LETTER  
(duly filled, copy to be submitted in Cover-1)

To

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

SUB: Acceptance of Terms & Conditions of Tender

Name of Work: Supply, Installation, Testing and Commissioning of Mobile Command Post/  
Command & Control Vehicle for Kannur International Airport as per the  
Technical Specification given under Section V.

Tender No: KIAL/P&S/ARFF-01/2021/R

Dear Sir,

1. The tender document for the works mentioned above have been sold to me/us by KANNUR AIRPORT and I / we hereby certify that I / we have read the entire terms and conditions of the tender document available in the website [www.kannurairport.aero](http://www.kannurairport.aero) which shall form part of the contract agreement and I/ we shall abide by the conditions /clauses contained therein.
2. I / We hereby unconditionally accept the tender conditions of KANNUR AIRPORT's tender document in its entirety for the above works and in case we have put forth any conditions same may be treated as withdrawn.
3. After unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on price, if any). In case the provision of the tender is found violated after opening the tender submitted, I agree that the tender shall be liable to be rejected.
4. That, I have not paid and will not pay any bribe to any officer of KANNUR AIRPORT for awarding this contract at any stage during its execution or at the time of payment of bills. "That, if any officer of KANNUR AIRPORT asks for bribe/ gratification, I will immediately report it to the appropriate authority in KANNUR AIRPORT".

Signature & Seal of Tenderer

5. Conditions of contract for supply of the required item for Kannur Airport Limited, have been read by me and same is acceptable unconditionally.

Yours faithfully,

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

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Name of Work: Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command & Control Vehicle for Kannur International Airport as per the Technical Specification given under Section V.

Tender No: KIAL/P&S/ARFF-01/2021/R

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

Bank Account Details

Name of the supplier / vendor :

PAN No. :

Name of the Bank :

Name of the Branch :

Complete Address of the Bank :

A/C of beneficiary :

Type of account :

Core Banking Account No. :

IFSC Code of the Bank :

SWIFT Code of the bank  
(As applicable) :

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, copy to be submitted in Cover-1: Technical Bid)

Name of Work :Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command & Control Vehicle for Kannur International Airport as per the Technical Specification given under Section V.

Tender No. :KIAL/P&S/ARFF-01/2021/R

With reference to the Items and accessories being supplied / quoted to you, we hereby undertake that the vehicle and all the components / parts / assembly / software used shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & Date :

Signature & Seal of Tenderer

PROFORMA BANK GUARANTEE FOR \_\_\_\_\_  
(To be stamped in accordance with Stamp Act)

To

The Managing Director,  
Kannur International Airport limited  
PO Kara Peravoor, Matannur  
Kannur - 670702  
Kerala State – India

Dear Sir,

In consideration of the Managing Director, Kannur International Airport Limited., [hereinafter called "KANNUR AIRPORT"] having offered to accept the terms and conditions of the proposed agreement between KANNUR AIRPORT, Mattanur, Kannur District, Kerala State – 670 702 and ..... [here-in-after called "the said Contractor(s)"] for the works..... "[here-in-after called "the said agreement"] vide order No. Dated, having agreed to production of irrevocable Bank Guarantee for Rs. ....Rupees.....)as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We, (Name of Bank).....having its branch office at.....hereby undertake to pay to the KANNUR AIRPORT an amount not exceeding Rs.....(Rupees ..... ) on demand by Kannur Airport.

1. We, .....(Name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a Demand from KANNUR AIRPORT 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..... (Rupees.....).
2. We, the said bank further undertake to pay to the Managing Director, KANNUR AIRPORT any money so demanded any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

Signature & Seal of Tenderer



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. 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 KANNUR AIRPORT under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project- in-charge on behalf of KANNUR AIRPORT certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We, .....(Name of Bank) further agree that KANNUR AIRPORT 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 agreement or to extend time of \_\_\_\_\_ 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 KANNUR AIRPORT 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 relived 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 KANNUR AIRPORT or any indulgence by the KANNUR AIRPORT 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 so relieving us. Except with the guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
6. We, ..... (Name of Bank) lastly undertake not to revoke this guarantee without the previous consent of KANNUR AIRPORT in writing.
7. This guarantee shall be valid up to..... Unless extended on demand by KANNUR AIRPORT. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

For ..... (Name of Bank)

Signature & Seal of Tenderer

UNDERTAKING FOR NOT BEEN BLACKLISTED

(duly filled in the letter head of the tenderer, to be submitted in Cover-1 )

We do hereby undertake that our firm or its partners or Directors and our Indian Associates have not been blacklisted or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any Global International body like World Bank/International Monetary Fund/World Health Organization etc. or any Indian State/Central Governments Departments or Public Sector undertaking of India

Date:

Signature of tenderer with seal

Signature & Seal of Tenderer

AFFIDAVIT

(To be submitted on non-judicial stamp paper (Rs. 500/-),  
(Copy to be submitted in Cover-1 :Technical Bid)

Tender: Supply, Installation, Testing and Commissioning of Mobile Command Post/ Command & Control Vehicle for Kannur International Airport as per the Technical Specification given under Section V.

SUBMISSION OF TENDER DOCUMENTS

1. The undersigned do hereby certify that all the statements made in the attachments are true and correct.
2. The undersigned hereby authorizes and requests any Bank person, Firm or Corporation to furnish pertinent information deemed necessary and requested by KANNUR AIRPORT.
3. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of KANNUR AIRPORT.
4. The undersigned also hereby certifies that neither our firms/companies have abandoned any work in India nor any contract awarded to us for such work has been rescinded in the past five years.
5. The undersigned also hereby authorizes KANNUR AIRPORT and their authorized representative to conduct any enquiries or investigation to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical capability. This will also serve as authorization to KANNUR AIRPORT representative to contact in person or otherwise, any individual or authorized representative of any institution referred to in the supporting information and obtain such information as may be required by him to verify statements and information provided in this application, or with regard to the resources, experience and competence of the Applicant.
6. The undersigned understands that furnishing of false information could result in disqualification.

(signed by Authorized signatory of the bidder)

Name of bidder..... Date .....

Title of Officer

Encl: Requisite Power of Attorney

Signature & Seal of Tenderer

Power of Attorney for signing of Tender documents  
(Duly filled, copy to be submitted in Cover-1: 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 Mobile Command Post/ Command & Control Vehicle for Kannur  
International Airport as per the Technical Specification given under Section V" for  
proposed Kannur International Airport, Kerala, India under the Kannur International  
Airport Limited (the "Authority") including but not limited to signing and  
submission of all applications, bids and other documents and writings, participate in  
Pre-Applications and other conferences and providing information/ responses to the  
Authority, representing us in all matters before the Authority, signing and execution  
of all contracts, and generally dealing with the Authority in all matters in connection  
with or relating to or arising out of our bid for the said Project and/ or upon award  
thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts,  
deeds and things done or caused to be done by our said Attorney pursuant to and in  
exercise of the powers conferred by this Power of Attorney and that all acts, deeds  
and things done by our said Attorney in exercise of the powers hereby conferred shall  
and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_,  
THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

For

\_\_\_\_\_  
(Signature, name, designation and address)

Signature & Seal of Tenderer

Witnesses:

- 1
- .
- 2.

(Notarized)

Accepted

---

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Signature & Seal of Tenderer

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

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

**Part-A : Client List**

SL No.	Client Name & Address, including email and Contact Number	Details of Equipment supplied	Quantity	Total Cost	Work Order Reference No.	Work Start and completion date
1						
2						
3						

**Part-B : Details of similar nature of work in the last 7 years(Documentary proof : Completion certificate from the client shall be attached ):**

SL No.	Name and Location of Pvt Companies/Airports/ Government organizations or PSUs	Details of Equipment supplied	Quantity	Work Order Reference No.	Actual date of completion	Completion cost (Supported with completion certificate from the client stating completion cost and actual date of completion)
1						
2						
3						

\*\* Note: We do not have any objection to you in contacting the client and taking their feedback on the supplies affected by us.

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

Annexure –11

Signature & Seal of Tenderer

CHECK LIST

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

SL No.	Terms & Conditions as per Bidding Document	Attached (Yes/No)	Page no.
1	Details of submission of Tender Cost / Fee and EMD in Annexure1 format of NIT document.		
2	Technical Bid qualification Compliance statement and documents as per (Annexure-2 of NIT document)		
2.1	Certificate / Undertaking from the OEM for sales and service in India: Copy duly signed and sealed.		
2.2	Documentary proof for similar nature of work executed at Airports and proof of supplying the minimum required amount and quantity during the past 7 years at any of the Pvt Companies/Airports/ Government organizations or PSUs as per the eligibility conditions to be submitted in Annexure-10 format along with Work order/ acceptance letter, completion certificate from the client duly stating completion cost and time.		
2.3	Copy of corporate/self PAN card & Proof of Sales Tax Registration & Service Tax Registration		
2.4	Documentary evidence of adequate financial standing of annualized average financial turnover of Rs.50 lakhs from sales and services during the last 3 years. The bidder shall submit copies of audited balance sheet and P & L statement for the last 3 years / Certificate from the auditors.		
2.5	Copy of Articles of Memorandum of Association or Partnership Deed or proprietorship deed or Registration Certificate with Corporation/Municipality/Panchayat duly signed, as the Case may be.		
2.6	Brief profile of the Company: Company profile to be submitted duly signed and sealed.		
2.7	Undertaking for not been Black Listed in (Annexure-7) format		
2.8	Affidavit in (Annexure-8) format		
2.9	Un Conditional Acceptance Letter in (Annexure-3) format		
2.10	Bank account details in (Annexure-4) format		
2.14	Undertaking of Authenticity for Supplies in (Annexure-5) format		

Signature & Seal of Tenderer



2.17	Power of attorney for signing of documents and execution of project if applicable / required in (Annexure-9) format		
2.20	Copies of Technical brochures / literatures / data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. All the brochures/literature/datasheets shall be counter signed and stamped by the vendor or authorized signatory of vendor.		
2.21	Check Lists in (Annexure-11) format		
3	Duly signed copy of NIT & Corrigendum		

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE TENDERER :

OFFICIAL SEAL & DATE :

Signature & Seal of Tenderer