REQUEST FOR PROPOSAL

FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BDDS EQUIPMENT (THREAT CONTAINMENT VESSEL WITH TRAILER) AT KEMPEGOWDA INTERNATIONAL AIRPORT, BENGALURU.

Bangalore International Airport Limited
Administration Block
Kempegowda International Airport, Bengaluru.
Bengaluru - 560 300
DISCLAIMER

1. This Request for Proposal (RFP) is issued by Bangalore International Airport Limited (“BIAL”).

2. The information contained in this RFP document or subsequently provided to the interested applicants (“Bidders”), whether verbally or in documentary or any other form by or on behalf of BIAL or any of their employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

3. This RFP is neither an agreement nor an offer by BIAL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BIAL in relation to the scope of supply. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BIAL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who read or use this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BIAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

5. BIAL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

6. This RFP, along with its Annexures, is not transferable. The RFP and the information contained herein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors). In the event that the recipient does not continue with its involvement in the project in accordance with this RFP, this RFP must be kept confidential.
7. BIAL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

8. BIAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

9. The issue of this RFP does not imply that BIAL is bound to select a Bidder or to appoint the successful bidder, as the case may be, for the consultancy and BIAL reserves the right to reject all or any of the proposals without assigning any reasons whatsoever, anytime during the RFP process. This RFP may be withdrawn or cancelled by BIAL at any time without assigning any reasons thereof.

10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BIAL or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and BIAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the selection process.
TABLE OF CONTENTS

PART I
1. Introduction
2. Proposal for supply
3. Validity
4. Format and Signing of proposal
5. Questions during the bid phase
6. Responsibility of bidder
7. Confidentiality
8. Assignment
9. Law and Jurisdiction
10. Government regulations
11. Warranty and CMC
12. Other general terms and conditions
13. Award process
    Annexure I - Scope and specification of supply
    Annexure II - Financial Quote
    Annexure III - Required Documents
1. INTRODUCTION

Bangalore International Airport Limited (‘BIAL’), the owner and operator of the Kempegowda International Airport, Bengaluru (the ‘Airport’), and a company registered under the Companies Act, 1956. The Airport is built and is being operated at the best international standards. BIAL is committed to establishing this Airport as one of India’s leading airports, in terms of quality and efficiency and set a benchmark for the future development of Indian airports and also services to its passengers. The Airport is currently the third largest airport in India.

Further information on the upcoming new-and-improved Airport can be viewed at www.bengaluruairport.com.

Objective: BIAL is interested in receiving proposals from suitably qualified suppliers/Manufacturers for the Supply, Installation, Testing and Commissioning of BDDS equipment (the ‘BDDS Equipment’) as detailed below, on the terms and conditions contained in this RFP. The proposal shall comply with all the requirements stated in this RFP. Based on final evaluation, the successful bidder will be notified and the contract will be awarded to the successful bidder (hereinafter referred to as the ‘Supplier’).

PRE-REQUISITE QUALIFICATIONS

Only the Bidder who has supplied minimum of 1 (one) TCV to any other airport in India shall be qualified to participate in this bid.

The Unit being offered under the RFP should have been tested and approved by National Security Guard (Ministry of Home Affairs, India)

The Bidder shall submit duly certified documents in support of the conditions detailed above.

2. PROPOSAL FOR SUPPLY

2.1 The Bidders are requested to prepare and forward Proposal to BIAL in sealed envelope to the address mentioned in the RFP, based on the Scope of Supply outlined in Annexure I of this RFP and shall submit the quote as per Annexure II.

The proposal shall inclusive of:

a. Details of the BDDS Equipment;
b. Derailed rate of BDDS Equipment and taxes to be mentioned separately;
c. The proposal shall be inclusive of all the cost such as the cost incurred for packaging, transport, insurance, modifications to the BDDS Equipment, registration, road tax and insurance charges, if any, or any other direct or incidental expenses;
d. e. Cost of the supply, testing, installation and commissioning of the BDDS Equipment, including any civil, electrical works, if any, and
f. Any other details such as the make, manufactures name etc.
2.2 The language for all written communication shall be English and unless otherwise mentioned the currency shall be Indian Rupee.

2.3 The proposal should be signed on each page by the Bidder or by a duly authorized representative and if the Proposal is signed by the authorized signatory, the Proposal should be accompanied by a certified true copy of power of Attorney or board resolution in favor of signatory to the documents.

2.4 The Supplier shall bear all the cost towards the registration, insurance, road tax, packaging and transport till BIAL premises. The Supplier shall supply the BDDS Equipment without any defects and damages and BIAL shall have the right to reject, without making any payment, the BDDS Equipment in case of any defects or damage in the supplied BDDS Equipment.

2.5 In the event of such rejection by BIAL, the Supplier, at the sole discretion and option of BIAL, shall bound to re supply the BDDS Equipment but in such event, without prejudice to all other rights, BIAL shall have the right to deduct one (1%) percent, per week, from the amounts payable to the Supplier. If BIAL decides otherwise, BIAL shall have the right to deduct or adjust the above amount from the EMD.

2.6 Cost of tendering:

The Bidder shall bear all costs associated with the preparation and submission of its Proposal and BIAL shall, in no case, be responsible or liable for such costs, regardless of the outcome of the tender process. It is obligatory on the part of the Bidder to tender for all the component parts and submit all information required as per document.

2.7 Earnest Money Deposit

Each bidder, along with proposal documents shall enclose Demand Draft of Rupees 2,000,000.00/- (Rupees 2 Million only), favouring “Bangalore International Airport Limited” payable at Bangalore, as EMD. EMD of the unsuccessful Bidders will be returned after 30 (thirty) days of award of contract. The EMD will not carry any interest. EMD of the Supplier will be returned, after 30 (thirty) days of successful supply and acceptance of TCV by BIAL. BIAL will forfeit the EMD of the Supplier if the Supplier fails to supply the items as per BOQ within the time line prescribed by BIAL.

2.8 In order to ensure the due performance of the Supplier, the Supplier shall furnish a performance bank guarantee, equivalent to 10% of the contract value not later than seven (7) working days, from the date of award of the Tender. In the event the Supplier fails to furnish the performance bank guarantee, BIAL will deduct amount equivalent to the performance bank guarantee from first bills payable to the Supplier and the same will be converted as performance security deposit. The performance bank guarantee or security deposit will be refunded after three (3) months of the expiry of the DLP. The performance security deposit will not carry any interest.
3. VALIDITY

3.1 The proposal shall be valid for ninety (90) days from the Proposal Due Date (Defined later).

3.2 Addendum/Corrigendum:

At any time prior to the closure of the Proposal Due Date, BIAL may, for any reason, whether on its own, or in response to a clarification requested by a Bidder, modify the RFP by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued, shall be a part of the RFP pursuant to this Clause, and shall be uploaded in the web or communicated in writing by email or by fax to all the Bidders.

In order to afford the Bidder’s reasonable time to take an amendment into account, or for any other reason, BIAL may, at its sole discretion, extend the due date for submission of the Proposals, in which case, all rights and obligations of BIAL, and the Bidders previously subject to the original deadline will thereafter be subject to the extended deadline. In case of issuance of Addendum/Corrigendum, BIAL may also modify the other dates in relation to this RFP.

In case, after issuance of Addendum/Corrigendum, the Bidder, who have already submitted their Proposals, do not resubmit their bids, but can submit the modification, if desired by the Bidder, in accordance with the terms and conditions of this RFP, to the extent of Addendum/Corrigendum, and the same shall be treated as part of already submitted Proposal. If the Bidder, who have already submitted its Proposal, do not modify their bids, pursuant to the Addendum/Corrigendum, it shall be deemed that, such Bidder do not intend to modify its Proposal submitted, on the basis of the Addendum/Corrigendum and the Proposal submitted by such Bidder shall be treated as final Proposal submitted by them.

4. FORMAT AND SIGNING OF PROPOSAL

4.1 The Bidder shall provide all the information as per this RFP. BIAL reserves the right to evaluate only those Proposals that are submitted / received in the required format, complete in all respects and in line with the instructions contained in this RFP.

4.2 The Bidder shall prepare and submit one original proposal along with an additional copy.

4.3 The interested parties shall submit valid and binding proposal and the same shall be received by BIAL not later than 17.00hrs on or before 07-11-2016 (Proposal Due Date) in the manner specified in the RFP and shall be addressed to the address mentioned below. Any proposal received after the Proposal Due Date will be summarily rejected by BIAL. Further, BIAL may, in exceptional circumstances and at its sole discretion, extend the Proposal Due Date by issuing an addendum uniformly for all Bidders.

4.4 The Proposal shall not contain any alterations or additions, except those to comply with instructions issued by BIAL or as necessary to correct errors made by the Bidder,
in which case such corrections shall be initialed by the person or persons signing the Proposal.

4.5 One set of originals of all documents in hard printed format along with the proposal duly signed by the Bidder shall be submitted.

4.6 The envelope and proposal should clearly mention the following details:
‘Supply installation, testing and Commissioning of TCV’ at Bangalore International Airport Limited and shall forward the same:

To:
DGM-Procurement & Contracts
Bangalore International Airport Limited.
Kempegowda International Airport, Bengaluru
Administrative Block, Alpha 2
BENGALURU - 560 300.

5 QUESTIONS DURING THE BID PHASE

All enquiries or comments regarding this bid, and any other related matters must be made in writing by e-mail to embid@bialairport.com and any or all query from the Bidders shall be received on or before 14-10-2016 and will not guarantee any response, but may to the extent necessary and as it deems fit, respond in writing to any questions and concerns of the Bidders by 20-10-2016

Copies of BIAL’s response shall be forwarded via email to all bidders to the email address provided to BIAL, with a description of the enquiry; but, without identifying its source. Further, BIAL in no way gives any guarantee or assurance to give response to the entire query raised by the bidders, but may respond only to the relevant query, which BIAL may decide at its sole discretion.

6 RESPONSIBILITY OF THE BIDDER

It is the sole responsibility of the Bidder to:

6.1 Examine and understand the bid documents, including all the annexures/appendices and to verify its completeness. In the event that there are any pages or documents obviously missing or erroneously inserted in the documents supplied, the Bidder shall promptly apply to BIAL in writing to have any such discrepancy rectified well before the bid closing date;

6.2 Familiarize itself with the premises at which the services will be conducted and any relevant fixtures, fittings and BDDS Equipment there to be utilised or that may otherwise be relevant, make all relevant investigations in relation to the performance of its obligations pursuant to the Bid;

6.3 Conduct all the test required for the successful commissioning of the BDDS Equipment and provide the test reports, if any;

6.5 Hold or obtain all the relevant licenses from the governmental authorities; and
6.6 Responsible for the timely completion of the supply, testing, and commissioning of BDDS Equipment and technical specification of BIAL.

7 CONFIDENTIALITY

Each Bidder and Supplier should ensure the confidentiality of all documents furnished or given by BIAL, including this RFP. Any documents provided or made available by BIAL shall be used only for the bidding process.

8 ASSIGNMENT

Any assignment of this RFP/purchase order/agreement or of any rights hereunder, in any manner, by operation of law or otherwise, without the prior written consent of BIAL, shall be void.

9 LAW AND JURISDICTION

Any dispute relating to or connected with this RFP shall be governed by and interpreted in accordance with the laws of India. The Courts of Bangalore shall have the exclusive jurisdiction.

10 GOVERNMENT REGULATIONS

The Bidder shall be responsible for obtaining and maintaining all permits, sanctions, permissions, approval and also for complying with all the laws, orders, regulations or other instructions issued by all statutory authorities in India.

11. Intellectual property rights: It is the sole responsibility of Supplier to comply all the patent and other intellectual property rights pertaining to BDDS Equipment and BIAL will not be responsible for any claim against IPRs.

12. WARRANTY

12.1. The Supplier shall supply the BDDS Equipment/s in accordance with Scope, shall be free from all defects, damage and free of faults and workmanship and shall be of the highest grade and consistent with the established and generally accepted standards for the BDDS Equipment/s of the type ordered and in full conformity with the specifications issued by BIAL. In the event of any BDDS Equipment/s, on receipt by BIAL, are found, not in accordance with the order or Scope, quality or the specifications prescribed by BIAL, the Supplier shall replace them at free of cost including all freight and handling charges within 10 (Ten) working days of such rejection. This warranty shall survive inspection or payment for and acceptance of BDDS Equipment/s. The warranty period of the BDDS Equipment shall be as per the normal industrial standards and in any case it should not be less than 24 (Twenty Four) months from the date of commissioning and acceptance of the BDDS Equipment by BIAL. During Warranty period, if any defects are found with the Equipment the same shall be attended immediately by Supplier but not exceeding 24 hours. During the warranty period, the Supplier shall provide and extend the warranty services without any cost to BIAL.
13. OTHER GENERAL TERMS AND CONDITIONS

13.1 Time is the Essence of the Contract: the Supplier shall supply the BDDS Equipment within 45 days from the date award of tender by BIAL.

Compensation/penalty for Delay in Supply of BDDS Equipment: Purchase Order can be cancelled unilaterally by BIAL, in case BDDS Equipment is not received within the contracted delivery period. Further, BIAL would impose Liquidated Damages (‘LD’) at 1% per week subject to a maximum of 10% of the undelivered BDDS Equipment and will be recovered in case of delay in deliveries beyond the acceptable delivery period, at the sole discretion of BIAL and as per the general requirements of the Bid.

14 AWARD PROCESS

14.1 General

BIAL is conducting the award process in a fair and non-discriminatory manner. Canvassing in any form, unsolicited letters and post bid correction will invoke summary rejection of the Bid. Conditional Bids would be rejected.

BIAL however reserves the right to unilaterally and at its sole discretion to change the award process, certain elements of the bid documents or to annul the entire bidding process at any time, without assigning any reason and without incurring any liability towards the affected Bidder. BIAL also reserves the right to change some elements of the planned set up for the work at the Airport, if governmental regulations change in a manner such that the objectives of BIAL cannot be met through the planned set up.

The Bidder shall comply with all the terms and conditions set out in bid document and its appendices while submitting its proposal.

14.2 Selection Criteria

BIAL would evaluate the Proposal based financial soundness of the firm, relevant experience, price offered and the history of timely delivery of the BDDS Equipment and customer satisfaction report of the firm etc.; but will ensure a balance between technical and commercial aspects. The Bidders are requested to submit certified copies of all the documents as mentioned in Annexure III.

14.3 Legal conditions

The Bidder shall be a valid legal entity as per Indian laws and shall have all applicable registration, sanctions, comply and adhere with all the applicable laws of India, from time to time.

14.4 Evaluation of proposals:
BIAL will evaluate the different proposals based on the following criteria (in brackets the weightage of each criterion):

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Criteria</th>
<th>Percent (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding the Scope requirements and experience,</td>
<td>10%</td>
</tr>
</tbody>
</table>
customer satisfaction report.

<table>
<thead>
<tr>
<th></th>
<th>Proposed delivery schedule, Technical compatibility and period of warranty.</th>
<th>35%</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Financial soundness of the firm.</td>
<td>5%</td>
</tr>
<tr>
<td>4</td>
<td>Competitive pricing.</td>
<td>50%</td>
</tr>
</tbody>
</table>

ANNEXURE I

SCOPE AND SPECIFICATION OF SUPPLY

I. Technical specification of Threat Contaminent Vessel with Trailer

1.1 Should be capable of containing blast of minimum 8 kg. of High Explosion (TNT) or equivalent quantity of explosive.

1.2 Body should be made of High grade steel with door access/dia. as 35”+10%

1.3 The weight of complete system including vessel/ container (excluding trailer) should not exceed 6000 Kgs.

1.4 The container should be reusable in the sense that it with stands repeated detonations with full capacity explosive and test certificates should be submitted by the firm.

1.5 Should be provided with aluminium finish polish/anti corrosive coating.

1.6 Capable of remotely operating the opening and closing remotely (either by wireless remote control or convenient interface with standard EOD robot)

1.7 Should have remote mobility platform that can move the containment vessel off the trailer and closer to the threat.

1.8 Unit should be filed upgradeable and capable of accommodating a device with nuclear, chemical or biological hazard without escape of any of the NBC gases to the external environment.

1.9 The sampling system must incorporate operation under vaccum such that a liquid or vapour sample can be taken of the vessel atmosphere without external contamination.

1.10 A radio frequency shield should be provided to stop or prevent the operation of the radio controlled IED.

1.11 Should have independent driving unit

1.12 Extra lighting to be provided during night operations
1.13 Ground clearance should be more than 1 Ft
1.14 The weight of trailer alone should not exceed 2000kgs
1.15 It should be 4 wheeled with reliable suspension system to negotiate rough terrain.
1.16 Should have heavy duty tyres
1.17 Brakes - should have an effective braking system

MISCELLANEOUS
1.18 System should have an on board power back up for operating in emergency
1.19 System should have manual back up system for operating in an emergency
1.20 The trailer mounted container/vessel should be towable by range of medium vehicles available in India
1.21 Certified test reports from internationally recognized labs should be submitted by the firms.

Should have facility to measure the stress and strain of the system after each detonation.

2. Schedule of work/supply:

<table>
<thead>
<tr>
<th>SL NO</th>
<th>Item Description</th>
<th>Item Specification</th>
<th>Unit of Measure</th>
<th>Qty. Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Threat Containment Vessel with Trailer</td>
<td></td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.1 The Equipment shall be provided with:

a) Tool kit: necessary to do all kinds of service and easy maintenance and repairs of the equipment
b) Spare part package: back up set of basic parts with un definite lifetime avoid breakdown during long operations if parts reach failure
c) Wear part package: wear out parts for approximately 100 working hours.
d) Hand over maintenance and operation training and manuals.
e) One set of operation and maintenance manuals, spare part list, wiring diagram to be supplied for all components in English language.

2.2 MANUALS

a) The Supplier should supply 02 sets of operation and maintenance manuals in English language.
b) Along with the manual, a detailed spare parts list with part No. and cost shall also be submitted.
c) The Supplier should submit 2 copies of list of recommended spares for chassis and superstructure including BDDS Equipment’s and accessories along with item wise price.

2.3 TRAINING

a) The Supplier should send his technical person at his own cost to Bangalore International Airport for training operational staff in the operation, Do’s & Don'ts of the machine for TWO days.
b) The Supplier shall also train at least 03 persons of BIAL to carry out routine maintenance and running repairs of the BDDS Equipment.
c) The entire training shall be free of cost.

ANNEXURE II

FINANCIAL QUOTE

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Rate for THREE Year Comprehensive Contract after Warranty period</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1\textsuperscript{st} Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2\textsuperscript{nd} Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3\textsuperscript{rd} Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Spare inventory cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Cost</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Note:

1. BIAL will make the payment only in INR (payment details, if the payment is phase wise)
2. Include all costs of the BDDS Equipment /s, bought out components and all taxes, including customs if any, & duties paid on transactions between manufacturers and Suppliers, transport, packing & other incidentals
3. Items lists with unit & total prices to be furnished separately
4. Custom duty if any to be paid by BIAL but not counted for evaluation.

ANNEXURE III

REQUIRED DOCUMENTS

Please provide the certified copy of the following documents:

a. Certificate of Incorporation;
b. Memorandum & Articles of Association;
c. Partnership Deed (if bidder is a partnership firm);
d. Permanent Account Number Card (both sides);
e. Value Added Tax Registration Certificate;
f. Service Tax Registration Certificate; and
g. Experience Certificate and customer satisfaction certificates.

BIAL reserves its right to demand any other additional information that might be relevant for the evaluation of the proposal, at a later stage.