

e- TENDER DOCUMENT  
(No: KIAL/CPE-C/04/2018-19)

E-TENDER FOR LICENCE FOR BAGGAGE TROLLEY RETRIEVAL  
SERVICES AT KANNUR INTERNATIONAL AIRPORT

NOVEMBER 2018

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## PREFACE

Kannur International Airport Limited (KIAL) is a public limited company set up by the Government of Kerala to build, own and operate Kannur International Airport. The company was registered in December 2009 as a private limited company and converted into a public limited one in August 2010. The construction of the Kannur International Airport is under progress and is expected to be completed soon.

The terminal building at Kannur has annual handling capacity of 9 million passengers per annum. During the initial period of operation the expected passenger traffic is 1.5 million passenger per annum.

The departure and arrival hall are having facilities for Duty Free shops, Snack Bars, Handicrafts shop (international & domestic SHA), Jewellery shop (International & domestic SHA ), Leather Products Shop (domestic SHA), Fragrances, Cosmetics & Skin Care Products Shop (domestic SHA), Footwear & Accessories retail Store (domestic SHA), Antique and small Handicrafts items (international & domestic SHA), Luggage & Other Travel Accessories (domestic SHA) and Global SIM Card Sales Counters (International SHA) etc.

Money Exchange Counters, Maxi Cab service, Radio Taxi Service etc. are also available at this airport.

**“E-TENDERING GUIDELINES TO THE BIDDERS”**

**1. Tendering Process:**

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

**Cover-1: Fee Paid Details:** Compliance statement (**Annexure I**) duly filled confirming the online submission of the Tender Fee and Earnest Money Deposit (EMD) and the unconditional acceptance letter as per annexure-4 format by the tenderer.

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

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

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

- ii) Fixed Price: Prices quoted by the Bidder shall be fixed during the bidder`s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable / variable price quotation will be treated as non-responsive and rejected.
- iii) Bidders have to submit their documents pertaining to the Pre-Qualification Criteria / Technical Criteria and Financial Quote, strictly online, in the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission is allowed and manual bids shall not be accepted and considered under any circumstances.
- iv) Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the eligibility criteria, scope and specifications of the works to be done, local conditions, local material rates and other factors bearing on the execution of the works.
- v) 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.

- vi) A responsive tenderer is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents.
- vii) Pre & Technical Bid Qualification documents: The Pre-Bid & Technical Bid Qualification documents of the bidders who have submitted the Tender Fee and Earnest Money Deposit online and also submitted unconditional acceptance letter in fee cover as per the tender conditions will only be opened and evaluated.
- viii) Pre Bid Meeting: The bidders may be called for a Pre-Bid meeting if required, prior to the bid opening
- ix) Financial Bid: Only the Financial Bid of the Bidders who have qualified in the Pre-Bid and Technical Bid as per the tender conditions and accepted by KIAL will be opened on a later date, with prior notification.
- x) Publishing of Corrigendum: All corrigendum shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.

## **2) GUIDELINES TO BIDDERS :**

- i) Tender documents can be down loaded from the Web site [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The bids shall be submitted online through this portal.
- ii) Bidders (Including Foreign Nationals) should have a Class II or above Digital Signature (DSC) to be procured at their own cost from any Registration Authorities under the Certifying Agency in India (details available on [www.cca.gov.in](http://www.cca.gov.in)). The Office of Controller of Certifying Authorities (CCA), issues Certificate only to Certifying Authorities(CA). CA issue Digital Signature Certificate to end-user. Bidders can approach any one of the five CAs for getting Digital Signature Certificate. The website addresses are given below:

[www.safescrypt.com](http://www.safescrypt.com)  
[www.idrbtca.org.in](http://www.idrbtca.org.in)  
[www.tcs-ca.tcs.co.in](http://www.tcs-ca.tcs.co.in)  
[www.ncodesolutions.com](http://www.ncodesolutions.com)  
[www.e-Mudhra.com](http://www.e-Mudhra.com)

- iii) Subsequently, bidders have to register (one time process) on the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). for participating in this tender. For any type of assistance, bidders may contact the e-procurement support desk of Kerala State IT Mission through email : [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) with a copy to [etenderenquiry@kannurairport.in](mailto:etenderenquiry@kannurairport.in)

Telephone:0471-2577088 / 2577188 / 2577388

OR

0484-2336006 / 2325262

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

Note: In order to avoid any system related or other complications during submission bids in the last moment, all bidders are advised to upload their bids/ relevant documents at least 3 hours before the bid submission cut off time. In this regard request for extension of time received through any mode of communication due to failure of submission during last minute will not be entertained .

For detailed instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). and click “Bidders Manual Kit” link on the Home page.

### 3) TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

The bidder shall pay, a tender document fees of Rs. 2000 inclusive of GST and Earnest Money Deposit of Bid security of Rs. 10,000/-. The Bid security/EMD is required to protect the tenderer against risk of Bidder’s conduct, which would warrant the forfeiture of security.

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

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

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

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

- a) If a bidder holds bank account in different bank, then, during the online bid submission process, bidder shall select NEFT / RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-procurement system.

- b) Bidders are advised to exercise NEFT mode of payment option at least 48 hours and RTGS payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.
- c) The Bidder need to generate fresh NEFT / RTGS challan form for this tender for making the on line fee payment. Using Old challan forms pertaining to any of the earlier tenders / re-tenders for making the on line fee / EMD payment will not be accepted by the e-Procurement System and will result in rejection of bid.

**NEFT / RTGS Payment Guidelines:**

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

**4) CRITICAL DATES AND TIME:**

SL No.	EVENT	DATE and TIME	
1	Document Download sale	Start Date: 02 November 2018 at 1800hrs	End date : 15 November 2018 upto 1500hrs



2	Bid Submission	Start Date: 02 November 2018 at 1800hrs	End date : 15 November 2018 upto 1500hrs
3.	Pre-Qualification & Technical Bid Opening Date	17 November 2018 up to 1500 hrs	
4.	Financial Bid Opening Date	Will be notified after the Technical Bid opening process	

**NOTE:**

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

**5) CLARIFICATION ON TENDERS:**

- a) All enquiries/clarifications in connection with this tender should be addressed to the Managing Director, through clarifications in the e-Procurement system (Tender management). The Clarifications / queries shall be replied through the Clarification system of e-tender portal <http://www.etenders.kerala.gov.in>. Any Queries/letters received other than through e-portal will not be accepted or replied.
- b) To assist in the examination, evaluation and comparison of Tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification. All responses to requests for clarification shall be through the e-Procurement System only.
- c) The tenderer, at its discretion, extend the deadline for the submission of Tender by amending the Tender Documents in accordance with Clause 4 of this, 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.

**6) LATE TENDERS:**

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

**7) MODIFICATION AND WITHDRAWAL OF TENDERS:**

- a) No Tender shall be modified subsequent to the deadline for submission of Tenders.
- b) No Tender shall be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified.
- 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 .

**MANAGING DIRECTOR**

**KANNUR INTERNATIONAL AIRPORT LTD**

**NOTICE INVITING E-TENDERS**

1. E- Tender in the prescribed form are hereby invited (online) for the following:

NAME OF FACILITY WITH LOCATION	EARNEST MONEY DEPOSIT	PERIOD OF CONTRACT
Baggage Trolley Retrieval at Kannur International Airport  Total No of Trolley -650 nos	10,000/-	03(Three) Years

**NOTE:-**

- (i) The award of Contract is based on the quoted Service charge. The party quoting the lowest service charge shall be awarded with the Contract, subjected to the experience criteria. However, Kannur International Airport Ltd has the right to cancel the entire tender without assigning any reason.
- (ii) The successful tenderer is liable to pay all Govt. Taxes (GST) applicable at the rates declared by Govt. of India / State Govt. / Union territory from time to time. The same will be reimbursed by KIAL.
- (iii) Within 3 days after executing the agreement and after obtaining the approval from Kannur International Airport Ltd, the contractor shall start the services at Airport. Failure on executing the same will lead to penalty as below:  
For each day of delay in commencing the services, the penalty per trolley per day shall be 10% of the Service charge per trolley per month quoted up to 30 days. After 30 days if the contractor has not commenced the services, the Contract shall be terminated.
- (iv) Kannur International Airport Ltd reserves the right to grant such permission (additional license for similar Facility) to another agency at the same airport and the contractor (first agency) shall have no objection whatsoever.
- (v) The prospective bidder(s) / tenderer(s) are requested to read / study the terms & conditions of subject tender document, verify the details in actuals and may visit the site / airport before participating in the e-tender and may satisfy themselves before submitting e-tender. Request for increase in service charge at any stage shall not be entertained by Kannur International Airport Ltd . In order to get assistance from this office regarding visit of site / airport, the party is requested to please inform us at least

one day in advance. The necessary arrangements in r/o visit of site / airport shall be taken care of by this office, if desired by the party.

- (vi) All statutory approvals are in the scope of the contractor.
  - (vii) The Airport will be operational from May, 2018 onwards.
  - (viii) For retrieval of Trolleys, a minimum of 06 persons per shift to be engaged by contractor during operational period. The number provided is indicative, however, the contractor shall depute adequate number of man power to ensure the proper retrieval of the trolleys.
  - (ix) Asset taking over / Asset handing over after the contract period shall be properly documented. The contractor shall return the assets (trolleys) to the Kannur International Airport Ltd in usable condition
  - (x) The successful tenderer has to ensure that the Police verification/antecedents verification of their employees as per guidelines of BCAS is available before applying for Airport Entry Passes in favour of their employees. Charges applicable for issue of Airport Entry Passes of their employees shall be borne by the contractor.
  - (xi) Compliance of prevailing Security norms etc. from time to time shall be ensured by the successful party / contractor.
2. The period of contract shall be 03 (THREE) YEARS. Which shall be further extended to two more years as decided by Kannur International Airport Ltd.
3. The parties, either a firm or an individual fulfilling the following Experience Criteria are eligible to participate in the e-tender:-

SI. No	Eligibility Criteria	Supporting Document to be furnished	Compliance Status (Yes/No)
1	The Bidder should be an entity registered under the Partnership Act or Companies Act, 1956, or proprietorship, should have registered offices in India and should be in existence in India for at least last 5 years as on date of submission of the bid.	Certificate of Incorporation/ registration certificate / proof from any government/ semi-government department of existence of the entity in India since last 5 years is required as a supporting document.	

2	The bidder shall have minimum annual turnover of Rs. 25 lakh in last three financial years.	Certified statement from the current Statutory Auditors of the bidder	
3	The bidder should have completed minimum one project of trolley retrieval at airport of license fee Rs. 1,00,000 per month or two projects of license fee Rs. 50,000 per month	Copy of certificate of completion from clients and work orders/ agreement shall be submitted by the bidder.	
4	The party should have valid ESI, PF and GST registration	Registration certificates for the same shall be submitted	

The Technical & Commercial proposals of such bidders will be opened, who fulfil Eligibility Criteria as mentioned above.

4. Only one e-tender document shall be sold / downloaded to / by a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
5. **Any party either a firm or an individual falling under the following categories is not eligible:**
  - a) De-barred/black listed by CBI or AAI or Kannur International Airport Ltd or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Dept. A declaration to this effect is also to be submitted by the party with e-tender documents.
  - b) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of Kannur International Airport Ltd at any of the airports as a whole and has not paid such dues to Kannur International Airport Ltd shall also not be eligible for the e-tender.
6. E-Tender documents indicating full details of the licence can be seen in the e-tender documents uploaded on the e-tender portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The bids shall be submitted only on the e-tender portal [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The bids shall not be accepted in any other form.

The e-tendering process is online at e-portal URL address [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

Tenderers are requested / advised to get themselves acquainted for e-tendering participation requirement themselves at e-tendering portal mentioned above.

Clarification needed, if any may be sent through e-tendering portal only.

Cost of e-tender fee amounting to Rs.500/- non-refundable, will be required to be paid online through payment provided at the portal itself.

E-bids shall be submitted in two bid system as follows:-

- (i) **Technical bid** – Earnest money deposit (EMD) and other documents as required under general information / guidelines of Notice Inviting e-Tender.
- (ii) **Financial Bid** – The format of the price bid is provided along with this tender document

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3.	<b>Pre-Qualification &amp; Technical Bid</b> Opening Date	17 November 2018 up to 1500 hrs	
4.	<b>Financial Bid</b> Opening Date	Will be notified after the Technical Bid opening process	

7. **Kannur International Airport Ltd** reserves to itself the right to reject the conditional e-tenders without assigning any reason thereto.
8. **Kannur International Airport Ltd** reserves to itself the right to reject any or all the e-tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).

## GENERAL INFORMATION / GUIDELINES

1. E-Tender documents are not transferable.
2. Following bids shall be submitted through online only at e-portal by the bidder / tenderer:-
  - (i) The technical e-bid through e-portal.
  - (ii) The financial e-bid through e-portal.
3. The technical e-bid which will be opened first, shall contain the following documents specified as under (*Bidders shall upload scanned copy of following documents in PDF format in readable form at Kannur International Airport Ltd. e-tendering portal as a part of technical bid*):-
  - a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.
  - b) A board resolution /Registered/ Non-revocable Power of Attorney executed by the Bidder in favor of the bidder's authorized representative to sign/ execute the proposal as a contract document and also execute all relevant agreements forming part of the tender.
  - c) Self-attested copies of the PAN card, GST registration. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non submission will not be considered as exemption. **Kannur International Airport Ltd** reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
  - d) Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account / Balance sheet of the sole proprietor concern or a partnership firm, Annual Report in case of a company as per the companies Act.
  - e) Self-attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms and approved by-laws in case of co-operativesocieties.
  - f) Signed and stamped copy of the tender document along with its annexures/ corrigendum/ documents, etc
  - g) Tender fee/Earnest Money Deposit (EMD)

Tender fee of Rs 2000 inclusive of GST (Rupees Two Thousand only) and Earnest Money Deposit of Rs 10000 /- shall be accepted online only through the e-tender portal via bank transfer in the form of RTGS / NEFT.

The tenders of the bidders who fail to submit the EMD before the stipulated time shall be rejected outright.

**Refund of EMD:** EMD of unsuccessful bidders received through bank transfer mode (RTGS/NEFT) shall be refunded online through the same mode only and it shall be

refunded in the Bank Account whose details are provided on the portal at the time of the submission of tender.

h) NO DUES CERTIFICATE

(i) Self-declaration of dues.

The party should submit the details of contracts held (**current and past**) with **Kannur International Airport Ltd** and the details of disputed and undisputed dues thereon along with the details of Security Deposit and mode of Security Deposit.

Declaration giving the details of outstanding dues (disputed and undisputed).

If the party has no current and past contract with **Kannur International Airport Ltd** , NIL statement also to be filed.

(ii) No dues certificate from Kannur International Airport Ltd (For the parties having current and past contracts with Kannur International Airport Ltd)

The party should also enclose the **No Dues Certificate** issued by **Kannur International Airport Ltd** in respect of all airports under its control.

- Only signed certificate will be valid. Photocopy of the signed certificate to be attested by the party at the time of e-tender submission.
- It will be the responsibility of the party to obtain the **No Dues Certificate** from all the stations and or offices of **Kannur International Airport Ltd** and submit the same with the e-tender documents.

(iii) If the entity participating in the e-tender is a private or public limited company, Partnership Firm or Sole Proprietor and any of the Directors / Partners / Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with **Kannur International Airport Ltd** and has outstanding dues payable to **Kannur International Airport Ltd** , then the said entity shall not be allowed in **Kannur International Airport Ltd** e-tenders. A declaration to this effect has to be submitted by the party / tenderer.

(iv) Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of **Kannur International Airport Ltd** at any of the airports as a whole and has not paid such dues to **Kannur International Airport Ltd** shall not be eligible for the e-tender. A declaration to this effect has to be submitted by the party / tenderer.

i) **CERTIFIED** details of minimum annual turnover of Rs. 25,00,000/- (Rupees twenty five lakh only) by a **CHARTERED ACCOUNTANT**, out of which 50% of GTO should be from the relevant business for which the facility has been tendered.



The turnover criteria should be of the last **three (03)** financial years.

In case of multiple business of a company then the breakup of the turnover with the specific requirements of the tendered facility should be submitted duly **CERTIFIED BY THE CHARTERED ACCOUNTANT.**

- j) Form of unconditional acceptance duly signed (Enclosed as **Annexure A** along with e-tender documents).
- k) Copies of documents in r/o **ELIGIBILITY CRITERIA** required as per Clause 3 of NIET.
- l) Declaration/Undertaking that the bidder is not debarred or blacklisted by CBI or undertakings/departments like Railways, Defense or any other departments of Government of India and State Government should be submitted along with the bid document as per Annexure B
- m) Documentary evidence for **EXPERIENCE CRITERIA** claimed:-
  - (i) Copy of Award letter / Agreement executed for relevant business.
  - (ii) Work Completion Certificate for relevance business.

Important: Kannur International Airport Ltd reserves the right to verify, refer any document to the concerned authority for confirmation from case to case basis. Mere submission will not bind Kannur International Airport Ltd to accept the documents as valid for opening of financial bid.

#### 4. FINANCIAL BID

- a) Bidders may please note that the Bill of Quantities (BOQ) is uploaded in the portal. The same Bill of Quantities (BOQ) shall be downloaded, opened and be filled in the blue colored editable (un-protected) cells only with their respective financial quotes /rates and other details (such as name of the bidder). No other cells should be changed. Once the details have been filled & completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- b) The quoted rate should be excluding GST
- c) Bidders are requested to note that they should necessarily submit their financial bids in the format provided/uploaded only and no other format is acceptable.
- d) The financial e-bid should be in the prescribed format available at e-tendering portal and the following shall also form part and parcel of financial e-bid to be submitted by the tenderer:-

I / We have carefully read and understood the terms and conditions of the service as contained in E- Tender Documents issued by Kannur International Airport Ltd including the following :-

- (i) Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) liable to be forfeited by Kannur International Airport Ltd , if on award of work, I/We do not accept the award or do not fulfill any of the conditions stipulated in e-tender documents, within prescribed time.
  - (ii) On account of non-acceptance of award or on account of non-completion of e-tender conditions within the prescribed time, I/We shall be debarred by Kannur International Airport Ltd for further participation in the tenders at its airports or at any other place under the control of Kannur International Airport Ltd, for a period of **three (3) years**.
  - (iii) In case the documents submitted by my/our firm along with e-tender are false / incorrect, the e- tender of my/our firm will be liable to be rejected by giving reasons. In addition, Kannur International Airport Ltd reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further e- tender/ tender of Kannur International Airport Ltd.
- e) Kannur International Airport Ltd reserves itself the right to reject the conditional offer without assigning any reason thereto.
- f) The Kannur International Airport Ltd does not bind itself to accept the lowest or any e-tender and reserves to itself the right of accepting the whole or any part of the e-tender and the tenderer shall be bound to provide the service at the rate quoted.
- g) The amount of service charge should be conspicuously entered both in figures as well as in words in the given columns. The quoted rate should be excluding GST. Any escalations from the quoted rate will not be permitted.
- h) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
5. (a) A sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria hence will be the basis for decision.
- (b) In case of partnership firm, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of commercial contracts in Kannur International Airport Ltd .
- (c) In case of Companies, if the holding company and its subsidiary are participating in the same e- tender then a disclosure to this effect to be made at the time of submission of e-tender form. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.

- (d) In case a Foreign Company and its wholly owned Indian subsidiary (WOS) Company are participating in the same e-tender then a disclosure to be made during the participation / e-tender submission. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
6. Tenderer(s) should clearly indicate the name & address of their Firm / Company / Individual, as the case may be and should clearly indicate the name of facility for which e-tender(s) have been invited.
  7. It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in Kannur International Airport Ltd 's tender(s) / e-tender(s) for a period of **three (3) years**, on account on non-completion of the following :
    - (a) Acceptance of the offer within **10 days** from the date of the award letter addressed to the party.
    - (b) (i) Payment of Security Deposit equal to **last 04 (four) months** of service charge in the form of **Demand Draft / Pay order / Bank Guarantee** of a Nationalized / Scheduled Bank in favour of Kannur International Airport Ltd within **15 days from the date of the award letter** for the contract and;  
  
(ii) Payment of Security deposit of **Rs 5,00,000/-**(Rupees Five Lakhs only)for electricity / water / telephone etc.
    - (c) Execution of agreement before commencement of the contract.
    - (d) Commencement of the facility within gestation period.
  8. E-Tender(s) will remain valid for a period of **180 days** from the date of opening of the **e-technical Bid**. If any tenderer withdraw during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer(s) can withdraw their Earnest Money Deposit after the validity is over or may extend the validity of their e-tender(s) with the consent of Kannur International Airport Ltd .
  9. The tenderer(s) shall give the list of his near relatives employed in Kannur International Airport Ltd.
  10. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are near relatives\* of Kannur International Airport Ltd employees.
  11. Any breach of the conditions stated above by the successful tenderer(s) shall be dealt as follows:-
    - (a) If a party after the award letter is issued does not complete the formalities of acceptance or does not commence the operation of the facility on the commencement date specified or does not sign the agreement within the prescribed date then the contract is liable to be terminated by Kannur International Airport Ltd and the EMD received will be forfeited.

The party will also be debarred from participating in any tender / e-tender of Kannur International Airport Ltd for a period of **01 (one) year**.

- (b) If any contract is terminated due to any illegal activity which is punishable under any of the Laws of the Land then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned authority then the party will be debarred till he obtains a clearance from the concerned authority.
- (c) If at any stage, Kannur International Airport Ltd finds that the party had submitted any false/ wrong/concealment of information/document affecting eligibility criteria of the facility in such case, EMD shall be forfeited and party is liable to be debarred for **03 (three) years** for participation in Kannur International Airport Ltd tenders / e-tenders.
- (d) If the contractor does not provide the service as per the tender document up to **50%** of the contract period then the party is liable to be debarred for next **01 (one) year**.

**12. Exit Clause in this contract shall be as follows:-**

- a) **Normal termination:-** The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.
- b) **Termination for cause:-** if the party or Kannur International Airport Ltd has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of **45 days**) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within **50%** of the contract period then the party is liable to pay Kannur International Airport Ltd the value equal to the amount of service charge for the **six (6) months** as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.
- c) **Termination for convenience:-** Either party, Kannur International Airport Ltd on one part and the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice given by the party should be approved by the acceptance Authority. However the date on which notice was received at Kannur International Airport Ltd will be the commencement of the notice period and

administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six (6) months service charge if the termination occurs before the 50% period of the original contract. The period of six (6) months will be reduced to four (4) months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to three (3) months service charge. The penalty amount will be deducted from the Security Deposit of the contractor .

13. All the above guidelines will form part & parcel of the Notice inviting e-tender (NIET).
14. Kannur International Airport Ltd reserves itself the right to extend the date of receiving / opening of the e-bids as well as to extend the validity of the e-tender.
15. Kannur International Airport Ltd reserves right to reject any or all e-tender(s) in part or in full without assigning any reason.

*\*Note:* “By the term near relative is meant wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws”.

AGREEMENT

*Subject:- Baggage Trolley Retrieval services at Kannur International Airport.*

THIS AGREEMENT made this day of \_\_\_\_\_ of Two Thousand \_\_\_\_\_ between \_\_\_\_\_ the Kannur International Airport Ltd , a public limited company set up by the Government of Kerala and having its registered office at Parvathy TC 36/1, Chacka NH Bypass, Thiruvananthapuram 695024 represented by The Managing Director hereinafter called the 'Authority' of the one part, and \_\_\_\_\_ represented by \_\_\_\_\_ of the other part, hereinafter called the 'Contractor' (Which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the contractor).

WHEREAS the Authority is entitled in "Law" to grant the work at its Kannur International Airport for the purpose of Baggage Trolley Retrieval and minor maintenance , so as to provide amenities and facilities to the passengers and visitors at airport and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the contractor is desirous to render the services to the Authority on the terms and conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the work. NOW, THEREFORE, this indenture witnesseth :

1. That the contract shall be valid for the period of 03 (THREE) YEARS from \_\_ to \_\_, unless terminated earlier on account of following:-
  - (a) By giving 60 (Sixty) days' notice in writing from either side without assigning any reason.
  - (b) Terminated by Kannur International Airport Ltd on a short notice on account of unsatisfactory performance.
  - (c) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.
2. That in consideration, the Authority shall pay the Contractor every month the service charge for the services provided for the previous month of Rs.----- within 10 days after submission of Invoice:
3. That the contractor shall pay all rates, assessments, out goings and other taxes as leviable on the contractor in 'Laws'.

4. That the contractor shall deposit a sum of last 4 months service charge as Security Deposit in the form of Demand Draft / Pay order / Bank Guarantee from a Nationalized / Scheduled Bank in favour of Kannur International Airport Ltd which is valid till the expiry of contract period . In the event of the contractor committing any breach of the terms & conditions of the agreement, the Authority may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In Such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the contract the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
5. The contractor shall equip himself with all necessary permits, licences and such other permissions as may be required under the law in force at any time with regard to the operation of the subject work.
6. That the contractor shall have no right to object as and when the Authority decides to grant additional licence for similar Facility at the airport premises where the contractor is rendering such services.
7. All the times during the currency of the agreement, it shall be the responsibility of the contractor to obtain proper insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the contractor on any accounts whatsoever.
8. That contractor shall not operate the subject facility by charging the rate from users. Any such acts will lead to the termination of the contract and security deposit will be forfeited.
9. That the authority reserves to itself the right to change the location of the premises at any time and may at its discretion to call upon the contractor to vacate the site and may give him an alternative premises for the purpose of this service. In such a case, the contractor shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the contractor shall not be entitled to claim any compensation or revision in the service charge on that score.
10. The contractor shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all passengers and bonafide visitors to the Airport and Officers of the Authority and the staff of various Airlines using the Airport and for no other purpose.
11. The contractor shall not terminate the contract before the expiry of the period of the contract except by giving sixty (60) days' notice in writing, otherwise the contractor shall be liable to pay the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the contractor. The contractor can be terminated by the Authority by giving sixty (60) days' notice in writing without assigning any reason thereto Exit Clause in this contract shall be as follows:-

- a) **Normal termination:-** The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.
- b) **Termination for cause:-** if the party or Kannur International Airport Ltd has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the party is liable to pay Kannur International Airport Ltd the value equal to service charge for the six months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.
- c) **Termination for convenience:-** Either party, Kannur International Airport Ltd on one part and the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice given by the party should be approved by the acceptance Authority. However the date on which notice was received at Kannur International Airport Ltd will be the commencement of the notice period and administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six (6) months service charge if the termination occurs before the 50% period of the original contract. The period of six (6) months will be reduced to four (4) months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to three (3) months service charge.

If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will deemed to be closed from the date of such enactment. No compensation is payable by Kannur International Airport Ltd

Exponential penalty on contractor at double the service charge per month in the form of damage charge can be imposed on contractor unauthorizedly occupying the premises



after expiry of contract period. In the event of any default, failure, negligence or breach, in the opinion of the Authority on the part of the contractor in complying with all or any of the conditions of the agreement, the Authority will be entitled and be at liberty to determine the work forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the contractor for due performance of Agreement.

- 12. The Authority and the contractor further agree that they are bound by the General Terms & conditions as well as Special terms & conditions found in Annexure 'X' and Annexure 'Y' respectively annexed hereto.
- 13. The Award letter No..... Dt. .... (to be issued in favour of successful bidder) shall also form part and parcel of the agreement.

SIGNED BY _____, THE MANAGING DIRECTOR, KANNUR INTERNATIONAL AIRPORT LTD FOR AND ON BEHALF OF KANNUR INTERNATIONAL AIRPORT LTD IN THE PRESENCE OF:	
--	--

Witnesses	
1. _____	
2. _____	

SIGNED BY _____ FOR AND ON BEHALF OF _____	
IN THE PRESENCE OF:	

Witnesses	
1. _____	
2. _____	

Appendix II

SCHEDULE OF PREMISES

1. SPACE MEASURING	650 Nos. of Baggage Trolleys
2. LOCATION AT	Inside and outside terminal building at Kannur International Airport at the discretion of Kannur International Airport Ltd.
3. PURPOSE	Baggage Trolley Retrieval services at Kannur International Airport.

ANNEXURE - X

GENERAL TERMS AND CONDITIONS

The Authority hereby covenants with the contractor as follows:

1. The areas of operation for the contractor shall be Arrival, Departure, car parking and wherever the trolleys are misplaced by the passenger. The misplaced trolleys shall be collected and arranged at the specified location.
2. The contractor, his servants and agents shall be entitled to use all ways, paths and passages permitted by the Authority as may from times to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
3. The contractor performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with the use of the ways, paths and passages permitted by the Authority as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
4. Any notice required to be served on the contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
  - a) The period of notice given under this Agreement will count from the date of receipt) of notice by either side.
5. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Managing Director of Kannur International Airport Ltd or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
6.
  - (a) The contractor shall not, unless with the written consent of the Authority, create a subcontract of any description with regard to this work or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his work or any part thereof.
  - (b) The contractor shall use the premises only for the purpose indicated in this agreement and for no other purpose whatsoever.

7. The contractor his agents and servants shall observe, perform and comply with all rules and regulations of the Industrial Disputes Act, Minimum Wages Act, Labour Rules and the provisions of any statutory law applicable to the contractor including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or Administration in force from time to time and to the business which the contractor is allowed to carry on under this agreement and to the area in which the said premises are located.
8. (a) The contractor shall indemnify the Authority from/against any claims made or damages suffered by the Authority by reason of any default on the part of the contractor in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area in which premises are located.  
  
(b) The Authority shall not be responsible in any way for loss or damage by any means causes to the contractor's stock or property.
9. The contractor shall comply with the requirements of all standard health clauses including those given below:
  - a) The Airport Health Officer/ Medical Officer of Kannur International Airport Ltd or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the contractor.
  - b) All instructions given by the Airport Health Officer/Medical Officer of Kannur International Airport Ltd or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source shall be carried out by them and his agent and servants.
  - c) The contractor shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health Officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
  - d) The contractor his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the orders of the Airport Health Office with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.

- e) The contractor, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.
  - f) In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the contractor in complying with either of these conditions specified in the foregoing sub-clause (a) to (e), the Authority will be entitled and be at liberty to determine the contractor forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the contractor for due performance of the agreement.
10. The contractor shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall confirm to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
11. The contractor shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the contractor, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the contractor to replacement and call upon the contractor to reimburse cost thereof which the contractor undertakes to pay forthwith on demand.
12. The contractor shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the service.
- (a) The contractor shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the agreement to perform contractual obligations.

(b) The contractor hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fires extinguisher as provided in the terminal/licensed premises.

The contractor will, during the continuance of this contract insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the Authority all policies in respect thereof and the receipts from time to time for current premium.

13. In the case of such breach of the terms of this contract as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement need not be terminated, the Authority may at its discretion recover compensation from the contractor up to the limit of the Security deposit of the contractor or from the service charge to be paid to the contractor. The decision of the Authority in this respect will be final and binding on the contractor.
14. The contractor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority or his authorized representative.
15. If because of any strike or lock-out in the Airport or in any airline, the contractor is unable to function or his business is affected, the Authority shall not be liable for any loss which the contractor may suffer in such an event. However, rebate in the service charges due to natural calamities and due to declaration of the closure of the airport for total operation shall be granted as per the merit of the case and policy laid down by Kannur International Airport Ltd from time to time.
16. On expiry of the contract period or on termination of the contract by the Kannur International Airport Ltd on account of any breach on the part of the contractor, the contractor shall deliver the possession of the premises in good condition and in peaceful manner along with baggage trolleys provided by the Authority in good condition. Further, contractor shall remove his / their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods / materials at the cost & risk of the contractor and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods / materials of the contractor by public auction to recover the cost. The contractor shall not be entitled to raise any objection in such an eventuality.
17. The Authority, its servants and agents shall at all times have the absolute right of entry into the premises where the contractor is operating.

18. The provision of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and the rules framed there under which are now in force or which may here after come into force shall be applicable for all matters provided in the said Act.
19. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorized Occupants] Act and the rules framed there under which are now enforce or which may here after come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Managing Director / Member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative.

It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

Before making a reference to Dispute resolution Committee, the contractor will have to first deposit the disputed amount with Kannur International Airport Ltd and the consent shall be given by the contractor for acceptance of the recommendations of the Dispute Resolution Committee.

The case shall be referred to the sole Arbitrator by the Chairman/ Member of the Authority subject to the condition that the contractor shall have to deposit the disputed amount with Kannur International Airport Ltd as condition precedent before making reference to the Arbitration for adjudication of dispute.

During the arbitral and Dispute resolution proceedings, the contractor (s) shall continue to perform all covenants of the agreements.

20. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city / town / district where the airport is located.

SIGNATURE OF LICENCEE

ANNEXURE - Y

ANNEXURE - Y

SPECIAL TERMS AND CONDITIONS

1. Trolleys are being tendered on “brand new” condition. The tenderer has to quote the service charge keeping into consideration the condition of the trolleys on “as is where is” basis. It shall be the responsibility of the contractor to retrieve and keep in safe custody of the trolleys. The trolleys shall remain the property of Kannur International Airport Ltd.
2. The subject contract is for 650 Nos. new baggage trolleys (600 nos without brake and 50 nos with brake) for retrieval and minor maintenance. The Authority will pay the quoted service charge to the contractor for the retrieval and minor maintenance services.
3. The contractor shall provide and operate the trolley movement motor for the easy retrieval and movement of the trolleys.
4. Minimum number of retrieving staff per service area shall be 2 (two). The retrieval staff shall be available full time in the service areas. The number of staffs provided are minimum only, the Contractor shall depute adequate man power to ensure and perform the services as per this tender document.
5. Any additional trolley used or requisitioned by the contractor, will be subject to increase in service charge on pro- rata basis on the basis of service charge per trolley.
6. The contractor in consultation with Kannur International Airport Ltd, Terminal Department shall make the proper numbering / list / record of trolleys.
7. Kannur International Airport Ltd reserves the rights to grant such permission to another agency at this airport and the contractor (first agency) shall have no objection whatsoever.
8. The trolleys supplied by Kannur International Airport Ltd will have space for the purpose of displaying advertisement thereon and screwed in the specific area only, in such a way that it does not harm the user. The contractor shall make no damages to the advertisement.
9. The contractor shall be required to deploy adequate number of persons at his own cost with proper uniform to be provided by the contractor at its own cost and the employee should turn up for duties neatly dressed with their names displayed. The team for the retrieval shall be headed by a supervisor having experience in the similar nature of work. Curriculum Vitae of the supervisor shall be submitted for approval from the Authority.
10. The contractor shall not charge any fee, remuneration or any other consideration from the passenger for using the free baggage trolleys. If it is established that the contractor or their employees are demanding any money from the passengers for the use of free baggage trolleys, the contract is liable to be terminated or removal of its employee for rendering such services. The decision of Kannur International Airport Ltd shall be final and binding.
11. The Authority has a right to check, search examine the persons and the belonging of the employees/representatives and agents of the contractors while entering/leaving the premises and they shall not leave the premises unless authorized by the concerned authority.



12. The contractor shall regulate / retrieve the free baggage trolleys provided from various places of the Airport premises and position them at the specified areas of terminal building in consultation with Kannur International Airport Ltd and also ensure safety of the trolleys.
13. The contractor shall regulate the use of free baggage trolleys by the passengers and retrieve them and position them in the specified areas of the terminal buildings in consultation with Kannur International Airport Ltd.
14. Terminal Manager, Kannur International Airport will be the coordinating Officer for the retrieval and upkeep of the trolleys in the terminal buildings.
15. Terminal Manager, Kannur International Airport Ltd will inspect and count the trolleys periodically and the contractor shall ensure that all the trolleys handed over to him are positioned in respective place.
16. A complaint register shall be kept with the Terminal Manager where the trolley numbers and the defects are to be recorded.
17. The contractor should carry out a routine cleaning & dusting of trolleys, in coordination with Operations / Terminal Management Department.
18. Any maintenance activities required for the trolleys shall be reported to the Terminal Manger in writing for carrying out the trolley maintenance. The maintenance of the trolleys are in the scope of Kannur International Airport Ltd.
19. Any trolley missing / loss and damage beyond repair due to negligence/mishandling by the contractor, the cost of trolley at Rs. 12,000.00 for the trolleys without brake and Rs. 14,000.00 for the trolleys with brake, shall be recovered from the contractor.
20. The number of trolleys required at each area and the areas requiring the service of trolleys will be as directed by the Authority. The contractor shall engage required number of personnel for the trolley retrieval at each areas as instructed by the Authority.
21. All the trolleys not in use by the passengers shall be kept at the designated location as informed by Terminal Manager. Any trolleys, not in use by the passengers observed in other locations other than the designated location, a penalty of 10% of the service charge per trolley per month shall be imposed to the contractor. The same will be recovered from the Security Deposit of the contractor or from the bills of the contractor.
22. At any point of time in the airport, at the service areas of trolleys , minimum 90% of the total number of trolleys shall be in serviceable condition in all the service areas. On failure of the same due to the failure from the contractor, penalty will be imposed to the Contractor as below:  
For each trolley that are not in serviceable condition due to the failure from the contractor , per day 10% of service charge per trolley will be charged as penalty from the contractor and the same shall be recovered from the Security Deposit or from the bill to be paid to the contractor. If the number of trolleys in serviceable condition at any service area is less than 70% of the required numbers due to the failure from the contractor, the Contract shall be cancelled and the Security Deposit shall be forfeited.

23. On expiry or termination of the contract, the contractor shall be responsible for handing over of all the trolleys back to Kannur International Airport Ltd in serviceable conditions.
24. The subject contract is specifically for Trolley Retrieval not for providing portage service to passengers. In case any employee is found engaged in doing this type of activity / any other work which is not relevant to the scope of this contract, his Airport Entry Permit (AEP) shall be confiscated / cancelled. The contractor shall dispense with the services of that employee and arrange replacement immediately. The same employee shall not be engaged by the contractor in future.
25. The contractor has to ensure that the Police verification/antecedents verification of their employees as per guidelines of BCAS is available before applying for Airport Entry Passes (AEPs) in favour of their employees. Applicable Charges for issue of Airport Entry Passes (AEPs) of their employees shall be borne by the contractor.
26. All the above guidelines will form the part of agreement.

(SIGNATURE OF CONTRACTOR )

ANNEXURE I

Tender Document Fee & EMD Submission: Compliance Statement

(This compliance statement duly filled, along with scanned copies of the documents to be submitted in Cover-I)

Sl No:	Documents	“Yes” for Complied “ No” for not complied
01	Online submission of tender document fee: (Rs 2000/-)	
02	Online submission of EMD (Earnest Money Deposit : (Rs 10000/- )	

Authorized Signature:

Name of the Signatory:

Name & Address of the Bidder:

Official Seal & Date:

Technical Compliance Statement

(This compliance statement duly filled, along with scanned copies of the documents to be submitted in Cover-II)

Sl No	List of Documents	“Yes” for Complied “No” for not complied
1.	Tender Document Fee & EMD Submission: Compliance Statement as per Annexure I	
2.	Self-attested copies of Company Registration certificate, Memorandum and Articles of Association in case of Companies and partnership deed in case of firms and approved by-laws in case of co-operative societies. Certificate of Incorporation/ registration certificate / proof from any government/ semi-government department of existence of the entity in India since last 5 years is required as a supporting document.	
3.	* Pan card (Self attested) *GST Registration Certificate (Self attested)	
4.	Certified details of minimum annual turnover of Rs 25,00,000/- (Rupees Twenty Five Lakhs only) by a Chartered Accountant for the last three financial years ( 2014-15,2015-16,2016-17).	
5.	Copies of (duly audited and certified by a Chartered Accountant) Profit and Loss Account /Balance sheet of the sole proprietor concern or a partnership firm, annual report in case of a company as per Companies Act	
6.	Copy of Award Letter/agreement executed for relevant business and work completion certificate from clients for the relevant business.	
7.	Form of Unconditional Acceptance as per Annexure A	
8.	Undertaking for not been blacklisted as per Annexure B	

9.	A board resolution /Registered/ Non-revocable Power of Attorney executed by the Bidder in favor of the bidder's authorized representative to sign/ execute the proposal as a contract document and also execute all relevant agreements forming part of the tender.	
10.	Signed and stamped copy of the tender document along with its annexures/ corrigendum/ documents, etc	
11.	Duly filled in compliance technical compliance statement as per Annexure II with supporting documents.	

AUTHORIZED SIGNATURE :

NAME OF THE SIGNATORY :

NAME & ADDRESS OF THE APPLICANT :

OFFICIAL SEAL & Date

TO BE SUBMITTED IN E-TECHNICAL BID (Cover II)

**ACCEPTANCE LETTER**

*(Scanned copy to be attached in e-technical bid)*

Refer Clause 3 (h) of General Information / Guidelines of NIET

To

,  
Managing Director  
Kannur International Airport Limited

Sir,

**ACCEPTANCE OF E-TENDER CONDITIONS**

1. The e-tender documents for the Facility *providing Baggage Trolley Retrieval services at Kannur International Airport, Kannur* have been sold to me/us by Kannur International Airport Ltd and I/we hereby certify that I/we have inspected and read the entire terms and conditions of the e- tender documents made available to me/us. 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 e-tender conditions of Kannur International Airport Ltd e-tender documents in its entirety for the above facility.*
3. The contents of **Clause 8** of Notice Inviting E-Tender of the E-Tender Documents has been noted wherein it is clarified that Kannur International Airport Ltd reserves the right to reject the conditional e-tenders without assigning any reason thereto.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of Kannur International Airport Ltd for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of Kannur International Airport Ltd asks for bribe/gratification, I/We will immediately report it to the appropriate authority in Kannur International Airport Ltd.
5. The required **Earnest Money** for this facility is enclosed herewith.

*Yours faithfully,*

Date: \_\_\_\_\_

(Signature of the e-tenderer)

with rubber stamp

ANNEXURE - B

**UNDERTAKING FOR NOT BEEN BLACKLISTED**

(duly filled and signed in the letter of head of the tenderer, scanned copy to be submitted in Cover-2)

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 an 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.

FORM OF BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper of Rs.200/- by the successful tenderer)

WHEREAS by an Agreement dated \_\_\_\_\_ made between Kannur International Airport Ltd, (hereinafter called "the AUTHORITY) of the one part and \_\_\_\_\_ (he hereinafter referred to as "the contractor") of the other part, the Authority has granted to the *Baggage Trolley Retrieval services at* Kannur International Airport and service charges and for the due and performance of the covenants and conditions as stated or contained in the said Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the contractor we, \_\_\_\_\_ do, hereby irrevocably and unconditionally undertake to carry out the services as per the tender document for the service charge of Rs. \_\_\_\_\_ per trolley per month
2. Notwithstanding any right the contractor may have against the Authority or any dispute raised by the contractor or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Agreement without any consent or knowledge of the contractor.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said Agreement made between the Authority and the contractor and or any act of omission on part of Kannur International Airport Ltd or any indulgence to the contractor by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of or that of the contractor or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.



6. This Guarantee shall be valid till \_\_\_\_\_ and you have the right to encash this Guarantee upto \_\_\_\_\_ from the said date unless extended on demand by Kannur International Airport Ltd .

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of \_\_\_\_\_ during the currency of the contract and **three (3)** months thereafter.
- ii. This bank guarantee shall be valid upto \_\_\_\_\_ and you have the right to encash this guarantee upto **ninety (90)** days from the said date.
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before \_\_\_\_\_.

Date :

For Bank Name

Place:

Witnesses

:

ANNEXURE - D

(FOR SUCCESSFUL BIDDER ONLY)

(LETTER OF UNDERSTANDING FROM THE DEPOSITOR TO BANK TO BE SUBMITTED ALONG WITH BANK GUARANTEE TO KANNUR INTERNATIONAL AIRPORT LTD )

*The Branch Manager,*

.....Bank,

.....

Sub:- My Bank Guarantee bearings No. .... Dated .....  
for Rs..... issued in favour of Kannur International Airport Ltd.

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Security / Earnest Money on account of contract awarded / to be awarded by M/s Kannur International Airport Ltd to me /us.

I hereby authorize the Kannur International Airport Ltd in whose favour the deposit is made to encash / close the subject Bank Guarantee before maturity / on maturity towards adjustments of dues without any reference / consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of the Depositor

Place:

Date:

ANNEXURE -

**E INSTRUCTIONS TO BIDDERS FOR FILLING UP THE BOQ (Bill of Quantity)**

1. Bidders shall quote their offer in the BOQ. Lowest quote will be considered for deciding the successful bidder.
2. The Bidders shall enter their quote in the BOQ in the relevant column.
3. Amount quoted by the Tenderer shall remain firm and valid until successful completion of the Contract.
4. Special care should be taken while filling and uploading the BOQ in the e-portal.
5. Any income tax as applicable or may be imposed by the Income Tax authorities of India on the income of the contractor and its employees accruing from their services rendered within India against this contract shall be payable by the contractor. The contractor shall submit a tax order from Indian tax authorities in respect of deduction of TDS.
6. GST shall be paid by the Contractor .KIAL shall not pay any GST. The same will be reimbursed to the Contractor by KIAL on submission of the proof for the payment of GST.

## Bill of Quantity (BOQ.xls)

Validate
Print
Help

Tender Inviting Authority: KANNUR INTERNATIONAL AIRPORT LTD

Name of Work: PROVIDING BAGGAGE TROLLEY RETRIEVAL SERVICES AT KANNUR INTERNATIONAL AIRPORT

Contract No: KIAL/CPE-C/04/2018-19

Name of the Bidder/ Bidding Firm/ Company :	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Number of trolleys	Units	SERVICE CHARGE PER TROLLEY PER MONTH In Figures To be entered by the Bidder (excluding GST) Rs.	TOTAL SERVICE CHARGE PER MONTH	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1.0	Providing baggage trolley retrieval services at Kannur International Airport Limited	650.000	No.		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

ANNEXURE F

Projected Passenger Movement at Kannur International Airport as per the Detailed Project Report

Note: Minimum passenger traffic projected in the DPR as above is indicative only. The bidder may independently study the traffic forecast to assess the minimum expected passenger traffic.