

**LICENCE FOR COMPREHENSIVE SOLID WASTE
MANAGEMENT AT KANNUR INTERNATIONAL
AIRPORT FOR A PERIOD OF 3 YEARS**

KIAL/ENGG/ SWM/2024-25/04

July 2024

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INSTRUCTION TO BIDDERS

Tender are invited from reputed bidders, for the work of “LICENCE FOR COMPREHENSIVE SOLID WASTE MANAGEMENT AT KANNUR INTERNATIONAL AIRPORT FOR A PERIOD OF 3 YEARS”. All as per the scope of work. In the event of any ambiguity or doubt with respect to tender document or inconsistency or conflict as between the provisions of the tender documents, the interpretation placed by Kannur Airport shall be final and binding on the bidders / agency.

Name of Work	Licence for Comprehensive Solid Waste Management at Kannur International Airport for a period of 3 Years	
Tender Number	KIAL/SWM/2024-25/04	
Period of Licence	3 years	
Earnest Money Deposit (Refundable)	Rs. 10,000/- (Rupees Ten thousand only) to be submitted in the form of Demand Draft in favour of Kannur International Airport Limited payable at Mattannur. Offers made without EMD will be rejected. EMD exemption certificate will not be accepted.	
Cost of Tender Document (Non-refundable)	Rs 1180/- including GST (Rupees One thousand one hundred and eighty only) to be submitted in the form of Demand Draft in favour of Kannur International Airport Limited payable at Mattannur. Offers made without tender document fee will be rejected.	
Document Download sale	Start Date :29.07.2024	End date :12.08.2024 to 1500 hrs
Clarification	Start Date :29.07.2024	End date :01.08.2024 up to 1800 hrs
Bid Submission	Start Date: 02.08.2024	End date :12.08.2024 upto 1500hrs
Technical & Financial Bid Opening Date& Time	12.08.2024 at 15 30 Hrs	

1. INTRODUCTION

1.1. Kannur International Airport Limited (KIAL) promoted by Government of Kerala, to build and operate the airport on international standards primarily to cater to the travelling needs of the large NRI population in Malabar region. KIAL, the second Greenfield airport is one of the fastest growing airports in India. Kannur Airport has been able to provide the best operational equipment, facilities and infrastructure to both airlines and passengers.

2. TENDER CONCEPT

2.1. Kannur Airport invites tenders from eligible agencies for comprehensive management of garbage, other Solid waste materials, waste cartons and other wastes (as per regulations and as specified by KIAL authorities) terminal and segregation yard of Kannur International Airport.

3. PERIOD OF LICENCE

3.1. The tenure of Licence will be for 3 (Three) years and may be extended for a further period of 2 (two) years if the performance of the Licensee is satisfactory as certified by Kannur Airport.

3.2. The date of commencement of the Licence would be as mentioned by KIAL in its Letter of Award (LoA).

4. LICENCE FEE

4.1. The proposed contract shall have a duration of three (3) years with the following payment terms.

Year 1	No payment required (free period)
Year 2 & 3	A lumpsum amount to be quoted by the agency for the second year. A compounding escalation of 10% shall be applicable for the subsequent years.
Year 4 & 5	This period will be provided if the performance of the Licensee is satisfactory as certified by Kannur Airport to be determined and agreed upon by both parties before commencement of each year A. compounding escalation of 10% shall be applicable for 3 rd and 4 th year.

5. MOBILIZATION TIME

The mobilization time would be one week from the date of Letter of Award (LoA)

6. ELIGIBILITY CRITERIA

6.1. Tender may be submitted by the Bidders, provided the Bidder should

- a) Have at least 1 year experience over the last seven years in garbage /solid waste management at Airport/Hospitals /Three-star hotels or above/ Railway stations/ Metro stations/ large Pilgrimage Centres / Malls/convention centres or such similar large installations. **Client certificate may be produced in this regard as eligibility criteria.** The client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement and satisfactory completion of work.
- b) PAN and GST registration (if applicable) .

7. SCOPE OF WORK

7.1 The general nature of garbage to be collected from Airport premises includes:

- a) Food waste
- b) Plastic
- c) Plastic pet bottles.
- d) Aluminum bottles / containers.
- e) Miscellaneous plastic items.
- f) (Spoons / Food trays / Plastic carry bags etc.,)
- g) Aluminium foils
- h) Glass bottles / containers
- i) Waste paper (Card boards / packing materials)
- j) Incinerator ash
- k) Security Restricted Articles like lighters, scissors, knives, perfumes, beauty creams etc.
- l) Any other item as specified by the Engineer in charge from time to time

7.2 Brief scopes of the job include Collection, Segregation, Transportation till final disposal of all organic and inorganic waste generated at Kannur Airport as per the Solid Waste Management (SWM) Rules, 2016.

7.3 The year wise scope of the Licensee and Kannur Airport is detailed below:

I. (1 September 2024 – 31 January 2025)

a) Scope of KIAL

- Kannur Airport shall provide 2 manpower to support waste segregation operations at STP.
- The wastes/garbage generated from terminal and airside areas shall be transported upto STP by the house keeping contractor.
- Kannur Airport shall provide 2 appropriate space/area at cityside (100 sqft) preferably at non- commercial /non- operational area to the Licensee for collection of waste.

b) Scope of Licensee

- The Licensee shall make necessary arrangement to construct 2 nos of dedicated cabins at the space provided by Kannur Airport at cityside (100 sqft), for collection of waste generated from the cityside and airside which has to be completed within 3 months of award of work.
- The Security Restricted Articles has to be collected from the Terminal after taking necessary pass in co-ordination with Operations team.
- Necessary manpower has to be engaged (in addition to 2 nos provided by KIAL) after assessing the prevailing situation.

II. Balance Period (I February 2025 – 31 August 2027)

a) Scope of KIAL

- Kannur Airport will monitor the operation, and in case of failure to comply with any regulatory and or statutory rules and regulations, Kannur Airport has completed right to cancel the licence without further notice or liability or any compensation.

b) Scope of Licensee

- Licensee if necessary, shall provide electric connection and water connection at the cabins newly constructed. The cost of utility charges @ these cabins shall be borne by the Licensee.
- The Licensee in coordination with stakeholders can make necessary arrangement to collect/segregate/transport the waste/garbage.
- Deployment of full manpower, equipment, vehicle for transportation and any auxiliary material deemed necessary for the successful operation and maintenance of solid waste management facility.
- The Security Restricted Articles has to be collected from the Terminal after taking necessary pass in co-ordination with Operations team.
- The agency shall ensure proper collection of waste from the cabins on a daily basis , and maintain proper hygiene of segregation yard and shall ensure no foul smell / odour emanating from the premises. Non-compliance will lead to penalty of Rs.1000/- for each instance reported. KIAL shall have final authority in this regard.
- Licensee shall ensure that the Project meets stipulated pollution norms and guidelines and that the Solid Waste is handled and managed in compliance with the SW (Handling and Management) Rules 2016 or its subsequent amendments and the guidelines of the

manual on Solid Waste Management published by CPHEEO, State and of Central Pollution Control Boards, KIAL, including any other Government requirements.

- Regular upkeep and maintenance of the segregation yard and cabins . Ensure hygienic operating conditions during the entire duration of the work period. After the completion of work period the Licensee shall handover the segregation yard in proper condition, only accounting for normal wear and tear .
- Following the completion or termination of the contract, the Licensee shall be entitled to dismantle and remove the cabins, at their sole cost and expense. The ownership of the cabins shall vest in the Licensee, and they shall be free to remove and reutilize them as they deem fit.

7.4 OTHER GENERAL TEMRS & CONDITIONS:

- The successful bidder shall collect the waste/garbage from segregation yard, segregate, and dispose it off following the set procedures, i.e., either by way of incineration of permitted items, selling/recycling the waste through agencies authorized by Government/competent authorities or burial as instructed by KIAL.
- The successful bidder shall clear the waste/garbage daily and ensure that the segregation yard/cabins are kept clean and hygiene.
- The successful bidder shall not carry out any sorting of garbage in the airport premises or in the premises of airport except the designated segregation yard.
- The successful bidder shall ensure that valuables/assets, if found, are not taken by his employees and it has to be handed over to the Terminal Manager /Engineer in charge immediately.
- The successful bidder has to clear the waste from segregation yard after segregating the garbage and transport it in closed/secured mode to the earmarked for that purpose.
- The successful bidder shall incinerate only paper waste in the incinerator. Plastics/food waste should not be incinerated. He shall operate the KIAL incinerator as per the Standard Operating Procedures. In case the successful bidder does not have the necessary certifications, he may entrust the work with authorized agencies.
- The successful bidder shall be competent enough to operate any equipment/machine that may be installed in future for disposal/destruction of waste.
- Plastic waste should be disposed off only through authorized agencies.
- The successful bidder shall keep proper records of waste collected (nature of waste collected and weight of total waste and segregated waste separately), the details of the mode of disposal and the agencies through which the waste was disposed off. The above data shall be submitted to KIAL on a regular basis and these records shall be produced for periodic auditing by appropriate authorities.

- Kannur Airport shall review the commercial terms when KIAL gets point of call status.
- Only the waste collected from KIAL premises or waste materials authorised by KIAL will be permitted in the incinerator. The waste from other sources will strictly not be permitted inside the KIAL compound. The incinerator area and the segregation yard at STP have to be kept clean and tidy at all times. Regular housekeeping, required pest control and odour control measures should be taken at the segregation yard
- The successful bidder shall support KIAL with vehicle and manpower for incinerating documents and managing the waste/ debris etc. on occasional basis in association with and directions from Engineer -in-charge.
- All the employees of the successful bidder handling the waste management shall be properly vaccinated as per the regulations of Health department. The health vaccination should be valid throughout the tenure of the contract and details may be produced, whenever requested for.
- Personal hygiene of the staff employed will come under the responsibility of the successful bidder.
- Mosquito breeding and rat menace shall be kept in check in co- ordination with APHO and KIAL authorities.
- All activities related to this contract should be in consultation with the Operations department and should strictly abide by the Standard Operation Procedures. Any changes made in SOP in future will also be valid throughout the tenure of the contract.

8 THE TENDERING PROCESS

- 8.1 The bidder participating in the tender is deemed to have done an independent evaluation of the business potential and KIAL does not make any assurances whatsoever regarding the business potential.
- 8.2 The bidder shall not submit more than one tender. Tender documents are not transferable.
- 8.3 Tenders shall be received by the accepting authority up to the date and time mentioned in the tender form and shall be opened in the presence of the bidders who may be present.
- 8.4 A bidder shall submit a responsive and unconditional bid, failing which his tender is liable to be rejected and the EMD submitted shall be forfeited.
- 8.5 A responsive bidder is one who submits priced tender and accepts all terms and conditions of this tender document without any modifications/ conditions. A bidder shall submit the tender which satisfies each condition laid down in the tender document, failing which, the

tender is liable to be rejected.

- 8.6 A modification in the terms and conditions of the tender document, which are not acceptable to Kannur Airport, shall be treated as a major modification.
- 8.7 The accepting authority for this tender is the Managing Director of Kannur Airport and he shall be the accepting officer herein after referred to as such for the purpose of this contract.
- 8.8 Submission of tender by a bidder implies that he has read and understood the terms and conditions of this tender document and is willing to operate the machine as per the terms & conditions issued by KIAL.
- 8.9 The tender shall be accompanied by an Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only), in the form of Demand Draft favoring “Kannur International Airport Limited” payable at Kannur. Bank transfer of the amount is also permitted. The tenders without Earnest Money Deposit shall be summarily rejected. The details for bank transfer are as follows:

Bank Account : Name Kannur International Airport Limited
Bank Name : Federal Bank Ltd
Branch Name : Mattannur
Account No :16340200002170
Type : Current Account
IFSC : FDRL0001634

- 8.10 The tender shall be in a two-envelope system. Tenders shall be submitted in two separate sealed covers (Cover 1 and Cover 2) as given below, superscribing the Cover No. as "Tender for Comprehensive Solid Waste Management at Kannur International Airport", with the address of the accepting authority and address of the bidder clearly written / typed on the cover.

Cover 1.

- Client Certificate
- PAN & GST if applicable
- EMD in the form of Demand Draft/if bank transfer, furnish details
- Tender document fee in the form of Demand draft/if bank transfer, furnish details
- Unconditional Acceptance Letter
- Details of Bidder (Annexure I)
- Documents to prove eligibility

Cover 2.

This cover must contain the following: -

- Financial quote in the prescribed Bid form.
 - The tender document with all pages duly sealed & signed by the bidder.
- 8.11 The financial bid should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatory to the bidder. In case there is a difference between the amount quoted in figures and words, the amount in words would be taken as the quote.
- 8.12 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tendering parties who resort to canvassing are liable for rejection.
- 8.13 On acceptance of the tender, Earnest Money Deposit will be treated as part of the Interest Free Security Deposit. Kannur Airport will return the Earnest Money Deposit without any interest to the unsuccessful tenderers other than those tenders which are rejected.
- 8.14 On acceptance of the tender, the name of the accredited representative(s) of the successful bidder who would be responsible for taking instructions from the Kannur Airport authorities shall be communicated.
- 8.15 In case the information furnished by the bidder is found to be incorrect or false, the tender of such party shall be rejected by giving reasons thereof and the EMD shall be forfeited.
- 8.16 The bid shall stand valid for 90 days from date of opening of the tender.
- 8.17 It is not binding on KIAL to allot the Licence to the highest bidder. KIAL reserves the right to reject any or all of the tenders without assigning any reason there of. The decision of Managing Director in the matter shall be final and binding.
- 8.18 KIAL may stipulate specific/additional conditions pertaining to this tender while making allotment.
- 8.19 The tender document will be issued on payment of Rs 1180/- (non refundable) by Bank transfer/ demand draft favoring Kannur International Airport Ltd, Payable at Kannur .

9 THE AWARD PROCESS

9.1 Licence fee & Selection Criteria

- 9.1.1 The Licence will be allotted to the bidder who quotes the highest monthly licence fee payable to Kannur Airport for the second year of operation. The first year will be a free

period without any licence fee. A compounding escalation of 10% shall be applicable for the subsequent year.

9.1.2 The quote is to be indicated in the Financial Bid form attached. Bidder has to quote a license fee excluding GST.

9.2 Procedure of Allotment of Licence

9.2.1 The procedure of allotment of licence on acceptance of tender would be as per the following:

- a. The successful bidder shall intimate to Kannur Airport his acceptance of the provisional allotment of the License within 10 days from the date of letter of provisional allotment.
- b. The interest free security deposit is to be remitted in lump sum within Twenty days (20) days from the date of letter of provisional allotment.
- c. The agreement on stamp paper has to be executed with regard to the Licence within thirty days from date of Letter of Provisional allotment.

9.3 Security Deposit

9.3.1 In the event of making provisional allotment, the successful bidder shall deposit, an amount equivalent to 12 times the monthly licence fee quoted for the second year as interest free security deposit for the faithful performance of the terms and conditions of the Licence agreement to be entered into with Kannur Airport. The interest free security deposit (as mentioned above), shall be remitted within 20 days from the date of Letter of Award.

9.3.2 If the successful bidder defaults in remitting the entire interest free security deposit within the time fixed for the same, then Kannur Airport has the right to cancel the allotment and, in such event, the EMD shall be forfeited.

9.3.3 The Agreement shall be executed only on remittance of the full Security Deposit within the stipulated period. Thereafter, the entire Interest Free security deposit shall remain with Kannur Airport until the expiry of the period of Licence or its earlier termination as the case may be. Thereafter the Interest Free security deposit shall be refunded to the successful bidder, without any interest, and after any deductions that may be made by Kannur Airport on account of any dues payable to Kannur Airport by the successful bidder.

9.3.4 The security deposit will be forfeited incase the contract is not performed or partly performed by the Licensee

10 OBLIGATIONS OF THE LICENSEE

10.1 Payments to Kannur Airport

- 10.1.1. The monthly licence fee quoted shall be remitted in advance on or before the 10th day of each month.
- 10.1.2. The monthly licence fee quoted shall be subject to an annual compound escalation of 10% per year for each subsequent year of operation. Interest @12% shall be levied on delayed payments.
- 10.1.3. No claim for adjustment of the Interest Free security deposit against the licence fee shall be allowed.
- 10.1.4. Kannur Airport shall be at liberty to proceed against the successful bidder who defaults in the payment of amount due to Kannur Airport and recover the amount with interest @ 18% per annum from the due date. Any expense towards legal or any other charges that may be incurred by Kannur Airport on this account shall be liable to be realized from the licensee.

10.2 Rates and Taxes

- 10.2.1. GST as applicable on Monthly Licence fee shall also be paid to Kannur Airport, for onward remittance to the Government.
- 10.2.2. All costs, charges and expenses including stamp duty and registration fee for the preparation, execution and registration of all agreements, Licence agreement and other documents relating to or in connection with the said Licence shall be borne by the successful bidder if any. Kannur Airport shall not be liable for any of those expenses.
- 10.2.3. The successful bidder shall be solely responsible for payment of any rates or taxes that are in force or may be imposed at a later date by the statutory authorities in connection with the nature of his business and shall indemnify and keep indemnified Kannur Airport against all such payments or claims.
- 10.2.4. The successful bidder shall produce all such Licenses / permits / registration documents to Kannur Airport as and when requested. However, it is explicitly agreed that it is the duty and responsibility of the successful bidder (and not of Kannur Airport) to comply with all the requirements of Govt. & statutory bodies in connection with the operation of this Licence and the business done by the licensee.

10.3 Installations and Fixtures

- 10.3.1. Segregation yard will be provided by Kannur Airport
- 10.3.2. All other installations, if required, are to be undertaken by the successful bidder after getting the written approval of Kannur Airport in writing. The works are to be completed as per the approved plan and in compliance with all statutory requirements and safety and security regulations fixed by all applicable authorities from time to time.
- 10.3.3. It shall be the responsibility of the successful bidder to ensure that all installations complied with all applicable statutory requirements and the Licensee shall at his own cost obtain all required approvals / clearances / certifications etc.
- 10.3.4. The successful bidder shall keep the space allotted and additions thereto, the fixtures and other electrical, and other fittings therein, in sound condition to the satisfaction of Kannur Airport
- 10.3.5. The successful bidder shall ensure that no damage is caused to Kannur Airport property. The successful bidder must compensate Kannur Airport for any damage caused to the property of Kannur Airport . When the Licence period is over, while handing over the licensed premises back to Kannur Airport , the successful bidder should at his own expense do the repair works if any required in the allotted premises. If the successful bidder fails to do so, the charges for the repair works shall be deducted from the interest free security deposit.
- 10.3.6. On expiry of the Licence period or on its earlier termination, the successful bidder shall deliver the possession of the premises in original good condition with all the machines/equipment, furniture, fittings and installations provided by Kannur Airport . Further, the successful bidder shall remove his / their goods and other materials from the premises within two (2) days failing which Kannur Airport reserves the right to remove such goods / materials at the cost and risk of the Licensee and demand payment for such removal. If such amount is not remitted within seven (7) days from the date of notice of demand, Kannur Airport shall be at liberty to dispose of the goods / materials of the Licensee in any manner as Kannur Airport deems fit to recover the cost. The successful bidder shall not be entitled to raise any objection in such an eventuality.
- 10.4. **Energy and Utility charges:**
- 10.4.1. Utility @ segregation yard will be provided free of cost to the successful bidder.
- 10.5. **CONTRACT AGREEMENT**
- 10.5.1. The contract agreement shall be executed within one month of issue of award letter after

remittance of security deposit and shall be executed on a non-judicial stamp paper of value Rs.200/- and cost of the stamp paper shall be borne by the successful bidder.

10.6. Rules, Regulations and Bye Laws

- 10.6.1 The successful bidder have to comply with the security regulations/ norms/restrictions enforced by Kannur Airport / Airport Security/BCAS. Police verification in respect of character, antecedents and previous Police records has to be done for all employees.
- 10.6.2 The successful bidder must follow the safety rules and regulations in force at Kannur Airport and must follow the reporting system in case of any accident /incident
- 10.6.3 The successful bidder has to ensure that all statutory regulations as per the government regulatory bodies like district Administration, Pollution Control Board, Health Dept and other local bodies as notified from time to time are complied with.
- 10.6.4 The successful bidder shall ensure health protocol standards for its employees are complied with including necessary vaccination as regulated from time to time.
- 10.6.5 The License is subject to the Rules, Regulations and Bye-Laws of Kannur Airport in force from time to time. Before the commencement of the license, the successful bidder shall execute and register Licence agreement at his expense in the form prescribed by Kannur Airport
- 10.6.6 The successful bidder shall be bound to sign and execute all papers and documents and to do all other acts, deeds and things relating to the said licence as Kannur Airport may lawfully require him to do from time to time.
- 10.6.7 The successful bidder shall at his own cost provide himself with all necessary permits, licenses and permissions from competent and statutory authorities as may be required under law in force at any time and from time to time with regard to operation of the license.

10.7. Indemnity

- 10.7.1. Kannur Airport shall not be responsible for the loss or damage caused to the successful bidder's men or property. It shall be the responsibility of the successful bidder to take proper insurance cover as required.
- 10.7.2. The successful bidder shall be solely and fully liable for any loss or damage or injury caused to or suffered by persons such as passengers, visitors, general public, employees of various agencies operating at the airport and to their properties due to any act of omissions or commission or negligence on the part of the successful bidder or persons and / or equipment employed by him and the successful bidder shall be solely liable and responsible for the

settlement of all claims and demands arising out of such acts. The successful bidder indemnifies and undertakes to indemnify Kannur Airport against any and all claims, loss or damages on this account.

10.7.3. The successful bidder shall indemnify Kannur Airport and its employees, agents and directors and hold such persons harmless from and against all actions, causes of action, claims, suits, damages, counter claims, penalties, losses, expenses, and liabilities of any kind which Kannur Airport or its employees and Directors may suffer howsoever arising as a direct or indirect result of;

- (a) Any act or omission of the successful bidder or its employees, agents, officers and Directors whether undertaken pursuant to the tender or otherwise.
- (b) The successful bidder's defective performance or non-performance of its obligations hereunder or pursuant to this contract.
- (c) Any breach by the licence of any warranty representation or covenant given in connection with this Agreement.
- (d) Any breach of TRAI guidelines
- (e) An act of terrorism/destruction/violence by the licensee or any of its employees, agents, sub contractors, servants and staff members.
- (f) Any customer complaints for which Kannur Airport will not be responsible.
- (g) Any liability arising out of any damage to person or property on account of any accident or otherwise caused by the shop structure.

10.8. Exclusivity

This licence is not an exclusive right. Kannur Airport reserves the right to allot similar licenses within the airport terminals/ premises.

10.9. Other security clearances and regulations

10.9.1. The Successful bidder shall be solely responsible for obtaining the Airport entry permits for the Successful bidder and its personnel and employees and to comply with all the terms and conditions attached to the security clearance/ Airport entry permits and the security vetting guidelines at its own cost and risk. The Successful bidder shall be liable and responsible for planning the movement of its goods and services and get it security cleared to ensure problem free operations. The Successful bidder shall obtain the necessary security clearance/ Airport entry permits from the relevant authority or its agencies at its own cost and risk as a condition precedent to handover of the Location to the Successful bidder by Kannur Airport .

10.9.2. The successful bidder shall abide by any rules/regulations made by BCAS and Kannur Airport that indemnify Kannur Airport against any and all claims, loss or damages on this account.

10.9.3. The successful bidder shall strictly follow all security rules and regulations with regard to the license. Any violations with regard to security will be viewed very seriously and shall be enough ground to terminate the Licence.

10.10. **Operating Conditions**

10.10.1. Any clarifications with regard to the Licence, request for modification/alteration of the space etc. may be addressed to Engineer-in-charge.

10.10.2. The right of Licence is not alienable. In the event of a change in the constitution of the Agency or any change in the ownership, the same shall be intimated to Kannur Airport within thirty days of such change and suitable amendments have to be made in the agreement. All charges for such amendments shall be borne by the successful bidder. Kannur Airport reserves the right to decide whether to continue the Licence with the newly constituted entity or to terminate the Licence.

10.11. **Staffing**

The successful bidder should appoint and maintain adequate staff at his own cost for carrying out the work. They should have all the valid health certifications including vaccination certificates from appropriate authorities. The successful bidder should also comply with all applicable laws of the land regarding employment of labour like Minimum Wages Act etc. Kannur Airport retains the right to withhold the Security Deposit till such time the proof of remittances as mentioned above is submitted to Kannur Airport .

10.12. **Rules and Regulations of Health Department**

10.12.1. All the instructions given by the Airport Health Officer/Medical Health Officer of Kannur Airport or any persons authorised 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 the successful bidder/ his agents and servants.

10.12.2. The successful bidder 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.

10.12.3. The successful bidder, 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 Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.

10.12.4. The successful bidder, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or insanitary situation prejudicial to public health.

11. PENALTY

- 11.1. Any deviation from the conditions stipulated in this tender document and Standard Operations Procedure prepared by Operations department shall invite penalties as mentioned in SOP.
- 11.2. Adverse customer feedback related to this license will be viewed very seriously and will attract special penal actions for the licensee.
- 11.3. The services of successful bidder shall be constantly evaluated by Kannur Airport and any negative remarks will be viewed seriously and penal action will be initiated as deemed fit by Kannur Airport.
- 11.4. Any short falls observed for noncompliance of any of the conditions mentioned in the contract, the manpower specified in the contract, quality of the job etc., penal action will be initiated by the authorized representative of Kannur Airport and the decision of the Managing Director in this regard will be final and binding in this regard.

12. GENERAL CONDITIONS OF THE LICENCE

12.1. Termination of the License

- 12.1.1. The minimum period of operation is one year.
- 12.1.2. Either party may terminate the contract by providing three months' prior written notice. If the agency withdraws from the contract before completing the minimum term, the Security Deposit will be fully forfeited. However, if the agency completes the minimum term, only 50% of the Security Deposit will be forfeited upon termination.
- 12.1.3. In the event of happening any of the following, Kannur Airport shall have the right to terminate the licence by giving thirty (30) days' notice.
 - a. Payment defaults of any amount due to Kannur Airport for a period more than Ninety (90) days.
 - b. If the successful bidder commits any breach of the terms and conditions of this

agreement and does not remedy them even after thirty (30) days notice.

c. Complaints not getting addressed.

12.1.4. Notwithstanding anything herein contained above Kannur Airport reserves its right to terminate the licence by giving 3 months notice due to any security reasons or reasons beyond the control of Kannur Airport . This will happen only in the rarest of rare cases and only in unavoidable circumstances. Under such circumstances, the successful bidder shall vacate possession of the licensed premises (segregation yard) within 07 days from the end of the 90 days of notice period. No compensation on this account shall be payable to the licensee.

12.2. Communication:

Any notice to be served on the successful bidder under this tender document shall be deemed to have been served if delivered at or sent by registered post to the address as given in the tender document to his authorized representative or agent. Any change in the address should be informed in writing to Kannur Airport . Similarly any notice to KIAL shall be deemed to have been served if delivered at or is sent by registered post to the Managing Director, Kannur International Airport Limited, Kannur-670708. However for communicating urgent matters an advance copy may be sent by fax/courier/email. The language used for communication by both the parties shall be English only.

13. **DISCLAIMER**

13.1. The information contained in this tender document or otherwise provided to the bidder in writing was obtained from various sources and offered in good faith and for the guidance of the bidder. It is understood that the bidder will perform his own independent investigation and analysis of the proposed project, business potential, risk involved in it and based on such information, as deemed relevant, he may submit the tender. The bidder is also obliged to become acquainted with all the provisions of Applicable Laws, tax provisions of central, state Governments, local bodies etc affecting the tender.

13.2. Kannur Airport expects to award the licence to the Successful bidder and execution of Agreement, is based on the tender submitted. The Party shall not, therefore, assume that they will have the opportunity to revise their tender document following submission. Kannur Airport reserves the right to change any of the basis of selection and allotment process, reject, not to invite the Party to proceed further, not to furnish with additional information on the subject matter of this document at any time.

13.3. Nothing in this document shall constitute the basis of a contract, which may be concluded in relation to the License, nor shall such documentation be used in construing any such contract in any other locations in the Airport. The Party must rely only on the terms and conditions contained in the Agreement when, and if, finally executed, subject to such limitations and

restrictions which may be specified in the Agreement.

- 13.4. The Annexures of this tender shall form an integral part of the document and shall be read along with this tender document.
- 13.5. Party's submission of the tender to Kannur Airport constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer as well as in the documents submitted. The party agrees that once the tender is submitted in the prescribed format, will herewith supersede documents or earlier information, if any, in relation to the subject matter hereof.

14. SETTLEMENT OF DISPUTES

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or things whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

For any dispute arising out of this Contract/ agreement, only the Courts in Kannur shall have jurisdiction to entertain such a dispute. Arbitration clause is not applicable

Details of the Bidder

Name of the Bidder :

Full Address of the Bidder :

Tel. No/ Mob. No. :

Fax No. :

E-Mail :

Registered office of the bidder :

PAN No. :

GST Registration No. :

Nature of the Bidder :

Name of the Signatory :

Designation of Signatory :

Name & Designation of
Contact person :

Signature & Seal of the Bidder :

UNCONDITIONAL ACCEPTANCE LETTER

(TO SUBMITTED IN ENVELOPE #1)

Managing Director,
Kannur International Airport Limited,
Mattannur ,Kannur
Pin 670708

Sir,

UNCONDITIONAL ACCEPTANCE OF KIAL'S TENDER CONDITIONS

1. Tender Document for “LICENCE FOR COMPREHENSIVE SOLID WASTE MANAGEMENT AT KANNUR INTERNATIONAL AIRPORT” has been sold to me/us by Kannur Airport, and I/we hereby unconditionally accept the tender documents in its entirety for the above work.
2. The contents of all the clauses of this tender document have been noted wherein it is clarified that the unconditional acceptance of the tender conditions in its entirety is a precondition for the acceptance of the tender. It is further noted that it is not permissible to put any remarks /conditions (except unconditional rebates on quoted rates, if any) in the tender, in which case, I / we agree that the tender shall be rejected and the EMD shall be forfeited.
3. The required EMD for the licence is enclosed herewith.

Details of EMD:

Amount:

Date:

Bank:

Yours faithfully,

Signature of the Bidder
With rubber stamp

FINANCIAL BID

Name of the Tender : LICENCE FOR COMPREHENSIVE SOLID WASTE MANAGEMENT AT KANNUR INTERNATIONAL AIRPORT FOR A PERIOD OF 3 YEARS.

Period of Licence : 3 (THREE) years

Note : No payment to be made for the FIRST YEAR (free period)

Nature of work	Monthly licence fee quoted for the Second Year (Rs.)	Monthly licence fee quoted for the Second Year (Rs.)
	In Figures	In words
Comprehensive solid waste / garbage management for a period of 3 years		

Note:

1. The rates quoted shall be in Indian Rupees only and Exclusive of GST
2. A compounding escalation of 10% shall be applicable for the THIRD YEAR.

Signature of the Bidder with seal

Date:

Name & Designation