

NOTICE INVITING TENDER (Tender No. KIAL/BDM/127/AR/2025)

NOTICE INVITING TENDER (NIT) FOR SELECTION OF AN AGENCY FOR SETTING UP, OPERATING AND MANAGING

AIRPORT RESTAURANT

AT KANNUR INTERNATIONAL AIRPORT.

MARCH 2025

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Certified that this NIT document contains serially numbered pages from 1 to 38 which includes the particulars stated above.

Managing Director Kannur International Airport Limited

Signature & Seal of Bidder

Kannur International Airport Limited CIN: U63033KL2009PLC025103

Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O., Mattannur, Kannur – 670 708

NOTICE INVITING TENDER

Tenders are invited by the Managing Director on behalf of the Kannur International Airport Limited for selection of an agency for Setting Up, Operating & Managing Airport Restaurant at Kannur International Airport.

Sl. No.	Information	Details
1.	Name of Work	Setting Up, Operating & Managing Airport Restaurant at Kannur International Airport
2.	Tender Number	KIAL/BDM/127/AR/2025
3.	Bid Validity	180 days from the date of opening of Bid
4.	Cost of Tender Document	INR 5,000. /- (Rupees Five Thousand Only) inclusive of GST
5.	Earnest Money Deposit (EMD)/Bid Security	INR 1,00,000/- (Rupees One Lakhs Only)
6.	Publishing Date	20 March 2025
7.	Document Download Sale	20 March 2025
8.	Clarification from bidders	31 March 2025 1400 Hrs
9.	Bid Submission	11 April 2025 1400 Hrs
10.	Technical Bid Opening Date & Time	11 April 2025 1500 Hrs
11.	Financial Bid Opening Date & Time	Will be intimated to the technically qualified bidders after opening of technical bid

Bidders are advised to study this NIT document carefully before submitting their proposals in response to this notice. Submission of bid in response to this notice shall be deemed to have been done after careful study and examination of this tender document with full understanding of its terms, conditions, and implications.

Prospective bidders are advised to check the eligibility criteria before purchase of this NIT document. This NIT document is not transferable.

2. INTRODUCTION

1.

2.1 The Kannur international Airport situated in Mattannur, Kannur, Kerala ("Airport") is the fourth international Airport in Kerala. It was opened for commercial operations on 9thDecember 2018. Currently Air India Express and IndiGo operate at the Airport, and it is expected that more airlines will operate in the near future. The major passenger traffic in the region comprises Non-Resident Indians (NRIs) flying predominantly to the Middle East. Almost 50% of Kerala NRIs to the Middle East are from districts such as Kasaragod, Kannur, Kozhikode, Wayanad and Malappuram. Thus, the catchment area for the Airport comprises

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- of the districts of Kasargod Kannur, Wayanad, Malappuram, Kozhikode, and other parts of North Kerala, and also covers a broader region comprising Dakshin Kannada (Mangaluru region), Coorg, and Mysuru.
- 2.2 Kannur International Airport Limited (hereinafter referred to as "Kannur Airport") is a public limited company set up by the Government of Kerala to build, own and operate Kannur International Airport .
- 2.3 Kannur Airport wishes to entrust the contract for Setting Up, Operating & Managing an Airport Restaurant at Kannur International Airport to a professionally run organisation with proven track record that will provide wholesome and tasty food, besides efficient and customer friendly service to both passenger and visitors to the airport.
- 2.4 Kannur Airport invites bid from interested bidders meeting the eligibility criteria for selection of the bidder to whom the work may be awarded. Brief particulars of the work are as follows:

Name of work	Tender Cost (non - refundable) (Rs.)	EMD in (Rs.)	Period of Contract	Minimum Monthly Guarantee (MMG) Rs.	Revenue Share (%)	Type of Contract
Setting Up, Operating & Managing Airport Restaurant at Kannur International Airport	Rs 5,000/- (Rupees Five Thousand only)	Rs. 1,00,000/- (Rupees One Lakh Only)	5 years Extendable by another 2 years on mutually agreeable terms and conditions.	Rs. 1,25,000 (With 10% Annual Escalation)	To be quoted, over and above 12%	Minimum Monthly Guarantee (MMG) OR Quoted Monthly Revenue Share (MRS) whichever is higher

Note:

(i) The bid parameter will be that the bidder offering the most competitive financial offer (highest Revenue Share percentage) to Kannur International Airport over and above 12% of the monthly turnover (excluding GST) will only be considered. The Revenue Share percentage quoted below the threshold Revenue Share of 12% will not be considered for evaluation. The quoted Revenue Share shall be exclusive of GST.

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- (ii) The Bidders shall be either Government / Semi Government agencies, Proprietorship, Partnership Firm, Consortium, Joint Ventures, Limited Liability Partnership, Private Limited Companies, Public Limited Companies, or Board/Corporations, Societies registered under Societies Act.
- (iii) Bidders are requested to visit the site to assess the feasibility of business and thereafter may bid in the Tender. No reduction in MMG or Revenue Share will be entertained by Kannur International Airport Limited at a later stage
- (iv) The Successful Bidder shall pay minimum Monthly Guarantee of Rs. 1,25,000 (One Lakh Twenty Five Thousand) each month along with applicable taxes. There will be an escalation of MMG at the rate of 10% on every year on completion of one year from the date of commencement of operation.
- (v) The Licensee is liable to pay GST applicable (applicable for both MMG & Revenue Share) at the rates declared by Govt. of India/State Govt. /Local authorities from time to time.
- (vi) Approximately 214.4 Sq M Non-AC area is earmarked for Airport Restaurant in the building in front of the Passenger Terminal Building. Exact area of allotment shall be finalised after a joint measurement at site with the successful bidder prior to the site hand over.
- (vii) The prospective bidder(s) are requested to read/study the terms and conditions of the tender document, verify the details in actuals and may visit the site before participating in the tender and may satisfy themselves before submitting the bid.
- (viii) No subletting or assignment or transfer of license will be permitted for this work.
- (ix) The Licensee shall equip himself with all necessary permits, licenses (including Food safety/FSSAI), clearances and approvals and such other permissions as may be required under the law in force at any time with regard to the operation of the Airport Restaurant in Kannur Airport
- (x) The Licensee shall maintain such regular and proper books of accounts along with other supporting documents/vouchers regarding sales effected by the bidder in the said premises and said accounts/documents shall all the times be kept open for inspection by Kannur Airport or its authorised representatives in such manner as may be prescribed. The bidder shall provide to Kannur Airport, if so, required by Kannur Airport, Statements of audited Accounts in such manner and within such period as Kannur Airport may prescribe.
- (xi) Kannur Airport shall provide space in the Service Block (214.4 SQM approx..) in front of the Passenger Terminal Building in "As Is Where Is" condition and with prior approval from Kannur Airport, the Successful Bidder shall carry out necessary modifications in the area allocated, to set up, operate, and manage the Airport

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- Restaurant. Expenses of any kind for establishment, modification, operation, and management of the airport restaurant shall be incurred by the Successful Bidder.
- (xii) Exact area of allotment shall be finalised after a joint measurement at site with the successful bidder prior to the site hand over.
- (xiii) Provisions of water, and drainage connections, as the case may be, if so required, for the smooth operation of the Airport Restaurant shall be provided by Kannur Airport and charges will be levied based on the commercial tariff approved by KIAL from time to time.
- (xiv) Kannur Airport shall provide electricity connection and charges will be levied based on the commercial tariff approved by KIAL from time to time. The Successful Bidder shall instal calibrated Electricity meters, with prior approval from Kannur Airport. charges will be levied based on the commercial tariff approved by KIAL from time to time.
- (xv) Further, Kannur Airport have the right to cancel the entire tender process without assigning any reason.
- (xvi) Bidders shall submit their bids in physical mode only at the drop box placed by Kannur Airport at the airport and bids submitted by any other modes shall not be accepted.

3. GUIDELINES RELATING TO BIDS

- 3.1 Tender documents can be downloaded from the Web site www.kannurairport.aero. and also obtained physically from the office of KIAL, in the manner more elaborately mentioned at Clause 3.4, below.
- 3.2 Tender documents are not transferable.

3.3 <u>Submission of Bids</u>

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

Envelope A: Technical Bid

Envelope B: Financial Bid

The Technical Bid must be sealed in Envelope A and Financial Bid in Envelope B and both the Envelopes are to be sealed in Master Envelope.

3.3.1 Envelope A: Technical Bid

(a) Technical Bid shall be submitted in physical mode only.

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- (b) The Technical Bid must be sealed in Envelop A and the envelope containing the technical bid shall be super scribed with "Technical Bid NIT for selection of an agency for Setting Up, Operating and Managing Airport Restaurant at Kannur International Airport".
- (c) If the envelope is not properly sealed and marked as above, Kannur Airport will assume no responsibility for the misplacement or premature opening of the bid.
- (d) Bid documents containing the following must be bound, indexed, completely page numbered and arranged in the following order:
 - 1. Tender Document Fee and EMD submission compliance statement as per Annexure-I and proof of Tender Document Fee and EMD submission.
 - 2. Technical compliance statement as per Annexure-II.
 - 3. Letter comprising of bid-Acceptance of terms and conditions of Kannur Airport as per Annexure III.
 - 4. Details of the bidder as per Annexure-IV.
 - 5. Undertaking for not been blacklisted as per Annexure-V.
 - 6. Power of Attorney for signing of bid (if applicable) as per Annexure-VI.
 - 7. Copies of documents in r/o Eligibility Criteria required.
 - (A) Self-attested copies of Registration/Incorporation Certificate, Memorandum and Articles of Association (in case of Companies) and Partnership deed (in case of partnership firms.
 - (B) Self-attested copies of document proving consortium / joint venture (if applicable).
 - 8. Documentary evidence for Experience Criteria claimed:
 - a) Copy of Award Letter/Agreement executed for operating and managing either Restaurants, Hotels, Cafeterias, in India or operating and managing Canteen in Airport Sea Port, Railway Stations, Hospitals, Government Establishments/Organizations, Educational/Commercial Institutions in India for at least two financial years during the last six financial years, i.e., FY 2018-19, 19-20, 20-21, 21-22, 22-23, and 23-24
 - b) License from Panchayath / Municipality / Corporation for operating and managing the business during the period of operations claimed
 - c) Copy of the FSSAI License for the period of operations claimed.
 - d) Details of space / Copy of the Lease Agreement related to operating and managing the business, during the period of operations claimed.
 - 9. Copy of Turnover (from Restaurants/Hotels/Cafeteria/Canteen business) details duly certified by Chartered Accountant.
 - 10. Self-attested copies of the PAN Card and GST Certificate,
 - 11. ESI and PF registration Certificate, if applicable. Self-attested Declaration in this regard, if not applicable

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- 12. No Due Certificate Any agency, both present and past, who have operated/operating at Kannur Airport shall have to obtain and submit a No Due Certificate (as on 31 January 2025) from Kannur Airport.
- 13. Signed and sealed copy of the NIT document along with its annexures/corrigendum etc.
- 14. Power of Attorney for signing the bid as per Annexure-VII., if applicable.

Note: Documents pertaining to Technical and Financial eligibility shall be signed and stamped by the bidder or authorized signatory of bidder.

3.3.2 Envelope A: Financial Bid

- (a) Financial Bid shall be submitted as per Annexure VII, in physical mode only.
- (b) The Financial Bid must be sealed in **Envelop B** and the envelope containing the financial bid shall be super scribed with "Financial Bid NIT for selection of an agency for Setting Up, Operating and Managing Airport Restaurant at Kannur International Airport".
- (c) The Financial Bid should be submitted as per the format specified in Annexure VII on the Letter Head of the Bidder.
- (d) The bid shall be addressed to Managing Director, Kannur International Airport Ltd, Kannur International Airport P O, Mattannur, Kannur 670 708. If the envelope is not properly sealed and marked, Kannur Airport will assume no responsibility for the misplacement or premature opening of the bid.

Other Terms of Financial Bid:

- (a) No stipulation, deviation, conditions, presumption, basis etc. shall be stipulated in the financial bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.
- (b) Minimum Monthly Guarantee (MMG) shall remain firm and fixed and valid until completion of the Contract subject to a compound escalation of 10% on every year.
- (c) Monthly Revenue Share (MRS) shall be quoted in figures as well as in words. If some discrepancies are found in the MRS given in words and figures, the MMG quoted in words shall be taken as correct.

3.4 TENDER DOCUMENT FEE

- (a) Tender document may be purchased from the office of Kannur International Airport Limited from 09:30 am to 05:30 pm, for a non-refundable fee of Rs. 5,000 /-(Rupees Five Thousand Only) in the form of Demand Draft/bank transfer from a Nationalized/Schedule Bank in India drawn in favour of Kannur International Airport Limited payable at Mattannur. Interested bidders may obtain further information at the same address.
- (b) Tender document may also be downloaded from the office website, www.kannnurairport.aero in which case the bidder shall provide the tender document fees

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i.e., Rs.5,000/- (Rupees Five Thousand Only) with their proposals as per above mentioned details.

3.5 EARNEST MONEY DEPOSIT

- (a) An Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) shall be paid in the form of Demand Draft/bank transfer from a Nationalized/Scheduled Bank in India in favour of "Kannur International Airport Limited" payable at Mattannur. EMD of the bidder will be forfeited if the bidder does not submit Security Deposit within stipulated period.
- (b) EMD of unsuccessful bidders will be refunded within one month after award of the contract to the successful bidder. EMD of Successful Bidder will be after furnishing the Security Deposit or shall be adjusted against the Security Deposit at the request of the Successful Bidder. EMD shall not carry any interest.
- (c) <u>Publishing of Corrigendum</u>: All corrigendum shall be published on www.kannurairport.aero and shall not be available elsewhere.
- (d) NIT document can be downloaded from the website www.kannurairport.aero. The applications shall be submitted manually to the office of Managing Director, Kannur International Airport Limited, Kannur International Airport P O, Mattannur, Kannur-670708 before the bid submission date and time. Kannur Airport shall not assume any responsibility for delay in transit or non-delivery of bid documents with in the stipulated time and date for whatever reasons.

3.6 SECURITY DEPOSIT

The successful bidder will have to deposit an Interest Free Security Deposit of an amount equal to 8 (Eight) months MMG, as Interest Free Security Deposit.

The IFSD needs to be paid in the form of Demand Draft/Online Transfer to the bank account of Kannur Airport.

The Interest Free Security deposit should be deposited with Kannur Airport within 30 (Thirty) days from the date of Letter of Award and would remain with Kannur Airport for the whole tenure of the contract. The Interest Free Security deposit shall be refunded without interest, on expiry / sooner termination of the contract as the case may be, and after deducting any amounts /dues payable to Kannur Airport.

3.7 CRITICAL DATES

Sl	Event	Date & Time
No.		
1.	Publishing Date	20 March 2025
2.	Document Download Sale	20 March 2025
3.	Clarification	31 March 2025 1400 Hrs

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4.	Bid Submission	11 April 2025 1400 Hrs
5.	Technical Bid Opening Date & Time	11 April 2025 1500 Hrs
6.	Financial Bid Opening Date & Time	Will be intimated to the technically qualified bidders after opening of technical bid

3.8 <u>ADDENDUM/CORRIGENDUM</u>

- 3.8.1 At any time prior to the closure of bid submission date, Kannur Airport may, for any reason, shall have the right to modify the NIT by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued, shall be a part of the NIT pursuant to this Clause, and shall be uploaded in the website www.kannurairport.aero.
- 3.8.2 In order to afford the Bidder's reasonable time to take an amendment into account, or for any other reason, KIAL may, at its sole discretion, extend the Due Date for submission of the bids, in which case, all rights and obligations of KIAL, and the Bidders previously subject to the original dead line will thereafter be subject to the extended deadline.
- 3.8.3 In case of issuance of Addendum/Corrigendum, KIAL may also modify the other dates in relation to this NIT.
- 3.8.4 In the event that KIAL is required to issue a Corrigendum or an Addendum to the NIT, all Bidders are required to provide, additional and/or supplementary information relevant to the Corrigendum or Addendum in accordance with the corrigendum and addendum and on the same name submitted along with the original proposal.

3.9 BID VALIDITY PERIOD

The Proposal shall be unconditional, firm, and valid for a period of 180 (One Hundred and Eighty) days from the date of opening of bid. Any bid, which have validity period lower than that specified above, shall be rejected by Kannur Airport as being non-responsive. However, in exceptional circumstances, if the process of the award of contract is not completed within the initial Proposal Validity Period of 180 days, Kannur Airport may request the Bidders to extend the bid beyond the bid Validity Period by an additional period of 60 (Sixty) days.

3.10 INSPECTION

With prior intimation and appointment, the bidders may visit and inspect the proposed Airport Restaurant building, all location and its surroundings and obtain for itself on its own responsibility and cost, all information that may be necessary for preparing the bid. Further, it shall be deemed that, each bidder has made itself aware of the working conditions and other requirements of the respective locations, and the Airport and is aware of the facts, prior to submission of bid.

3.11 RESPONSIBILITY OF BIDDERS:

3.11.1 The Bidder agrees that, all information pertaining to Kannur Airport's business and other information provided by Kannur Airport are confidential information of Kannur Airport. Signature & Seal of Bidder

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- The same shall be kept confidential and shall not be disclosed to any third party without the prior written approval of Kannur Airport.
- 3.11.2 This NIT has been designed so that the bidders can follow a step-by-step process from bid preparation, to submission, to evaluation and award. Each Bidder shall conduct its own investigations, analysis and examine the accuracy, reliability and completeness of the information provided in this NIT.
- 3.11.3 The bidder shall examine and understand the NIT document and to verify its completeness. In the event that, there is any page or document obviously missing, or, erroneously inserted in the document supplied, the Bidder shall apply to Kannur Airport to have such discrepancy rectified well before the tender closing date.
- 3.11.4 The bidder shall make all relevant investigations in relation to the performance of its obligations pursuant to the bidder's right.
- The bidder shall obtain and verify any and all information required by it, for the purpose of completing the NIT, prior to submission of bid.

3.12 **CLARIFICATION ON NIT:**

- All enquiries/clarifications in connection with this NIT should be addressed to the 3.12.1 Managing Director at commercial@kannurairport.aero only.
- 3.12.2 To assist in the examination, evaluation and comparison of NIT documents, the Interested Party may, at its discretion, ask Kannur International Airport Ltd for a clarification. All responses to requests for clarification shall be through email only.
- 3.12.3 Kannur International Airport Ltd may, at its discretion, extend the deadline for the submission of Bids by amending the NIT Documents of which case all rights and obligations of KIAL & Interested Party previously subject to the deadline will thereafter be subject to the deadline as extended.

3.13 **LATE TENDERS:**

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

3.14 MODIFICATION OF TENDERS:

No Tender shall be modified after the deadline for submission of Tenders. Bidders may refer all corrigenda published (if any) before submitting the bids.

NOTIFICATION OF AWARD AND AGREEMENT FORMALITIES: 3.15

a) The successful bidder will be issued a Letter of Award under which it shall be obliged to enter into an Agreement within the timeline as mentioned therein. The successful bidder

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shall enter into a definitive Agreement within the timeline as mentioned in the Letters of Award. Kannur Airport reserves the right to modify, improve and amend the terms and conditions mentioned in the draft agreement or include any other special terms and conditions or clauses based on the bids, timing of the actual commencement of the work.

b) The notification of award will constitute the formation of a contract until the contract has been affected pursuant to the following condition:

"Within thirty [30] days from the date of Letter of Award, the Licensee shall call upon Managing Director, Kannur International Airport Limited (KIAL), Registered Office, Kannur International Airport, Kannur International Airport P O, Mattannur, Kannur-670708, to sign the Contract incorporating agreements between the parties. The cost of Stamp Paper will be borne by bidder The duly submitted tender document of the successful bidder i/c amendments if any, correspondence etc. will be signed by the Bidder and Managing Director –KIAL in all pages of the same."

3.16 <u>OTHER CLEARANCES REQUIRED</u>

The Licensee should obtain all necessary clearances from all applicable Statutory Agencies and Govt. bodies. If any special permission / clearances/approval is required for providing the services, it shall be the sole responsibility of the bidder to obtain all such clearances/approvals from the respective statutory Agency.

Upon issuance of the Letter of Award, the Licensee has to obtain all necessary license/permits/approvals including FSSAI within 30 days from the date of issuance of Letter of Award, failing which Kannur Airport shall have the right to cancel the LoA issued to the Licensee and shall have the right to forfeit the Security Deposit paid by the Licensee, without any further notice.

However, Kannur Airport reserves the right to grand extension of the said 30 days' time at the sole discretion of Kannur Airport, upon verification of valid documents proving the status of approval/license/permit submitted by the Licensee.

4. <u>PERIOD OF CONTRACT</u>

The period of contract for Setting Up, Operating & Managing Airport Restaurant at Kannur International Airport shall be 5 (Five) year from the Date of Commencement of Operation of the Airport.

The period of contract can be extended by another two (2) years at the sole discretion of Kannur Airport, and on mutually agreeable terms and conditions, subject to the following:

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- 1) The successful bidder shall make all payments on time during the initial 5 years of contract.
- 2) The successful bidder shall comply with all safety and security aspect of the business operation.
- 3) The food and beverage served are of good quality and all quality related queries/complaints are addressed timely and promptly.

The Successful Bidder has to operate for a minimum period of 12 (Twelve) months, failing which Kannur Airport shall have the right to forfeit the Security Deposit paid by the bidder.

The period of contract shall be reckoned from the Date of Commencement of Operations of the Airport Restaurant.

The Successful Bidder shall start operations of the Airport Restaurant within 30 days from the date of Handing Over of the Site. Extension of the said date shall be considered upon revering the site conditions / consideration of the approval documents.

5. PAYMENTS TO KANNUR AIRPORT

5.1 Minimum Monthly Guarantee Or Revenue Share

The Licensee shall pay the Minimum Monthly Guarantee or the Quoted Monthly Revenue Share, whichever is higher, along with applicable taxes.

The Licensee shall pay to Kannur Airport the Minimum Monthly Guarantee (MMG) each month in advance on or before tenth (10th) day of each English calendar month

Revenue Share payment shall be applicable as soon as the Revenue Share calculated is more than MMG. From the total Revenue Share, the MMG amount paid shall be adjusted. Revenue Share amount shall be paid withing 7 days from the date of submission of invoice.

The Licensee shall pay to Kannur Airport the MMG or Revenue Share from the date of commencement of operations.

5.2 Space Rent and CAM charges

The Licensee shall pay no space rent and CAM charges for the space allotted for the Airport Restaurant in the Service Block. However, if any additional space (other than the area earmarked for Airport Restaurant, the Licensee shall pay applicable space rent and CAM charges, along with applicable taxes. In such case, the space rent and CAM charges shall be subject to annual escalation of 10% effective from 1 April, irrespective of the date of allotment of space

5.3 Utility - Water and Electricity - Charges

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The Utility Charges (electricity and water) shall be paid as per actual plus taxes for the space occupied by the licensee from time to time within 7 days from the date of submission of invoices.

The utility charges shall be payable from the date of hand over of site.

5.4 EPOS Charges

The Licensee shall pay E-POS Patrolling Fee for Rs. 3,000/- per Month plus applicable taxes per EPOS within 7 days from the date of submission of Invoice. EPOS charges shall be payable from the date of commencement of operations.

EPOS set up, installation and integration shall be done by Kannur International Airport. Necessary hardware and billing system to be provided by the Successful Bidder.

EPOS charges shall be subject to an annual compound escalation of 10% at the end of every 12 Months from the Date of Commencement of Operation.

- 5.5 Revenue from Other Sources: In case any revenue is collected from other business/brand promotions/sales campaigns, including advertisement in the Airport Restaurant, 50% of such revenue shall be paid to Kannur Airport.
- 5.6 The Licensee shall pay to Kannur Airport simple interest on all delayed payments at the rate of 12% (twelve percent) per annum for the period from due date.
- 5.7 If the Licensee defaults in the monthly payment for two months, Kannur Airport shall have the right to terminate the Contract without any compensation. In such event the Licensee shall vacate the premises and handover vacant possession of the premises within 14 days after termination after clearing the outstanding dues (if any), failing which Kannur Airport shall have the right to take over the premises along with the equipment/machinery/furniture/utensils and to appropriate the Security Deposit, and to debar the Bidder from participating in any future tender at Kannur Airport.

6. <u>ELIGIBILITY CRITERIA</u>

6.1 Technical Eligibility

The parties fulfilling the following criteria are eligible to participate in the tender:-

a) The Bidders shall be either Government / Semi Government agencies, Proprietorship, Partnership Firm, Limited Liability Partnership, Consortium, Joint Venture, Private Limited Companies, Public Limited Companies, Board/Corporations, or Societies registered under Societies Act.

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- b) The bidder shall have experience operating and managing either Restaurants, Hotels, Cafeterias, in India or operating and managing Canteen in Airport Sea Port, Railway Hospitals, Government Establishments/Organizations, Stations, Educational/Commercial Institutions in India for at least two financial years during the last six financial years, i.e., FY 2018-19, 19-20, 20-21, 21-22, 22-23, and 23-24 and shall meet the requisite financial eligibility criteria
- 6.1.1 Only one tender document shall be sold to a single party either a firm, company or an individual. A proprietor of more than one company or firm will be considered as single party and one legal entity. Only one tender document can be submitted by a single party (either a firm, company or an individual)
- 6.1.2 Any party either a firm, Company or an individual de-barred/blacklisted by Central Government Undertakings/Departments like; Railway, Defence, or any other Department or agency of Govt. of India & State Govt. from participating in the tender is not eligible.
- 6.1.3 In case the information furnished by the bidder is found to be incorrect/false at any stage, the tender of such bidder is liable to be rejected and EMD will be forfeited besides debarring/black listing the bidder from participating in any other tender floated by Kannur International Airport for a period of 03 (Three) years.
- 6.1.4 Self-attested copies of the PAN Card, GST Certificate, ESI and PF registration Certificate shall be submitted. 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 Airport reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
- 6.1.5 Any agency both present and past who have operated any business in Kannur Airport, will have to obtain a No Dues Certificate as on 31 January 2025 from Kannur International Airport Ltd and submit the same along with the tender document. Non submission of No Dues Certificate of such bidder shall result in tender rejection and their tender will not be accepted.
- 6.1.6 Kannur International Airport Limited reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
- 6.1.7 The Bidder shall make a complete and careful examination and an independent evaluation of the Site/Airport Restaurant building, Scope of the Work, local conditions, passenger volumes and all information provided by Kannur Airport or obtained, procured or gathered otherwise, and the shall determine the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or maybe faced by it at the Site as well as in the Signature & Seal of Bidder

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course of the operation and management of the airport restaurant and shall find the same to its entire satisfaction.

- 6.1.8 The Bidder shall not rely on any representations made by Kannur Airport, at any time whatsoever, and the bidder shall make its own independent evaluations prior to the submission of the bid.
- 6.1.9 Kannur Airport makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Bidder shall have no claim whatsoever against Kannur Airport in this regard.
- 6.1.10 Kannur International Airport Limited reserves to itself the right to reject any or all the tenders without assigning any reason thereof and /or call for fresh tender at the option of KIAL.
- 6.1.11Kannur International Airport 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 Airport to accept the documents as valid for opening of financial bid.

6.2 Financial Eligibility

- (a) The bidder shall have a minimum annual turnover of Rs. 75 Lakh (Rupees Seventy Five Lakh) from business of either Restaurant, Hotel, Cafeteria, in India or operating and managing Canteen in Airport, Sea Port, Railway Stations, Hospitals, Government Establishments/Organizations, Educational/Commercial Institutions in India in any two years during the last 6 financial years, i.e., FY 2018-19, 19-20, 20-21, 21-22, 22-23, and 23-24. The turnover details should be duly certified by a Chartered Accountant.
- (b) The turnover details should be duly certified by a Chartered Accountant.

Note: Any agency, both present and past, who have operated/operating at Kannur Airport shall have to obtain and submit a No Due Certificate (as on 31 January 2025) from Kannur Airport.

7. SCOPE OF SERVICE

The scope of services for the operating and managing the Airport Restaurant by the Successful Bidder shall include the following:

1. The Successful Bidder shall Set Up, Operate, and Manage Airport Restaurant and shall ensure that the Airport Restaurant is designed and developed, operated and managed in accordance with good industry practices, applicable standards and specifications suiting to Signature & Seal of Bidder

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- an International Airport as envisaged by KIAL and in accordance with all applicable laws / any instructions issued by KIAL in this regard.
- 2. Kannur Airport shall provide the location to the Licensee on an 'As-is where-is' condition for setting up, operating and managing the Airport Restaurant at Kannur Airport.
- 3. The Licensee shall use the location for the sole purpose of setting up, operating and managing the Airport Restaurant.
- All equipment, machinery, appliances, utensils, furniture, fitting and fixtures needed for 4. operating and managing the Airport Restaurant shall be arranged by the Successful Bidder at its own cost.
- 5. The Successful Bidder shall get all approvals related to civil /electrical/IT related activities, related to material and design from KIAL in writing in advance of commencing such work.
- 6. The Successful Bidder shall obtain all necessary permits, licenses (including Food safety/FSSAI), clearances and approvals and such other permissions (including from panchayath/municipality) as may be required under the law in force, before the commencement of operations.
- The licensee shall use only quality products of international standards that are aesthetically 7. appealing and functionally comfortable.
- 8. The Licensee shall comply with all applicable rules and regulations for the operation and management of Airport Restaurant including regulations related to food safety, food handling/storage, health, and hygiene.
- 9. The Successful Bider shall keep and maintain the Airport Restaurant and adjacent premises clean, hygiene and in good condition at all times.
- The Successful Bidder shall stop the operation of the Airport Restaurant for 24 Hours 10. duration in every three months from the date of commencement of operation for carrying out deep cleaning, pest control and maintenance of equipment/machinery and upkeep of all utensils, with 5 days prior intimation to Kannur Airport.
- 11. The Successful Bidder shall ensure that all food and beverage items sold in the Airport Restaurant are fresh, of good quality, and in compliance with all applicable food safety guidelines.
- 12. The Successful Bidder shall operate and manage the Airport Restaurant on 24 X 7 basis. However, the Licensee can reduce the number of operation hours subject to prior approval from Kannur Airport.

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- 13. The Successful Bidder shall ensure that sufficient quantity of food and beverages in sufficient variety are available for Breakfast, Lunch, and Dinner.
- 14. The Successful Bidder can plan and implement their own restaurant management/operations including self-service / buffet system etc.
- 15. If the Successful Bidder is desirous of having a separate remote facility for cooking, and for cleaning the utensils/vessels, Kannur Airport shall ear mark spaces as deems fit by Kannur Airport, and in which case, the Successful Biffer shall create the infrastructure and other related facilities for cooking / cleaning etc.
- 16. The Successful Bidder shall make its own arrangements for housekeeping / cleaning of the Airport Restaurant and adjacent area of the Airport Restaurant.
- 17. The Successful Bidder shall make his/her own arrangements for pest control measures in the area allotted for the Airport Restaurant, and shall ensure that the area is free from pests and rodents.
- 18. The Successful Bidder shall keep all areas of the Airport Restaurant (including kitchen, store, dining areas) and the premises in good, clean and hygienic condition at all times.
- 19. The successful Bidder shall attend the meetings for the Airport Restaurant Quality Committee (constituted by Kannur Airport) to be held in such frequency / interval as decided by Kannur Airport, and shall ensure time bound compliance with all the decisions taken in such meetings.
- 20. The Successful Bidder shall install calibrated electricity meter and water meter with prior approval from Kannur Airport, within 15 days from the date of allotment of space,
- 21. The Successful Bidder shall install wastage disposal bins at appropriate places within the Restaurant premises and to dispose all the waste either in coordination with the solid waste management agency appointed by Kannur Airport or shall make his/her own arrangements for the disposal of waste subject to LSGD/SPCB and other applicable guidelines.
- 22. The Successful bidder shall place tissue papers, tooth picks at the billing counter for the use of the customers free of cost.
- 23. The Successful Bidder shall ensure that the hand washing area is clean, tidy, without any foul smell, and shall ensure that good quality hand washing liquids are available in good quality dispensers throughout the day.

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- 24. The Successful bidder shall ensure that smock from the kitchen is not spreading inside the dining area of the Airport Restaurant.
- 25. The Successful Bidder shall ensure that the glasses, plates, jugs and other utensils/equipment are of good quality and are clean at all times.
- 26. The Successful Bidder as his/her own cost shall deploy CCTV cameras with voice record function for CCTV coverage at all locations of the Airport Restaurant, including kitchen, dining areas, billing counter etc. and shall share the CCTV feed and footage to Kannur Airport on demand basis. Prior approval from KIAL shall be obtained before installing the CCTV cameras, and shall comply with all rules / regulations on CCTV deployment/usage. CCTV and sound recorded shall be retained for minimum 30 days, and records shall be made available to Kannur Airport or any regulatory/investigating agency on request.
- 27. The Successful Bidder shall deploy sufficient resources, including sufficient number of manpower, materials, vessels, utensils etc for the smooth operation and management of the Airport Restaurant.
- 28. The Successful Bidder shall ensure that their staff are well trained, comply with all health/food safety regulations while on duty.
- 29. The Successful Bidder shall ensure that their staff offer highest professional service and treat the customers politely and in a professional manner.
- 30. The Successful Bidder shall ensure that their staff on duty are in uniform and wear all safety/hygiene gears as prescribed by the health/food safety authorities.
- 31. The Successful Bidder shall deploy/designate a Restaurant Manager, who shall be the single point of contract for all matters related to the operation and management of the Airport Restaurant.
- 32. The Successful Bidder shall comply with the provisions of applicable law as may be applicable to its employees including, but not limited to the Minimum Wages Act, the Employees State Insurance Act, Employees Provident Fund and Miscellaneous Provisions Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act, and all other applicable labour enhancements in terms of coverage, returns, record maintenance. KIAL will not be liable for any non-compliance on part of the licensee and only the licensee shall be held responsible for all legal consequences.
- 33. The Successful Bidder shall be responsible for and shall pay any compensation to its employees payable under the applicable laws. The Licensee shall ensure that during the entire tenure of the contract and thereafter the employees and staff of the licensee shall

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- make no demands or claims against KIAL for any payment whatsoever, and shall keep KIAL indemnified in relation to any such claims made against KIAL
- 34. The Successful Bidder shall permit KIAL officials concerned or any of its authorized agent at all reasonable times to enter upon all areas of the Airport Restaurant including kitchen for the purpose of viewing the condition of the location(s).
- 35. The Successful Bidder shall maintain a suggestion / complaint register which shall be used at all times for making any feedback / suggestion / complaints related to food / beverage / service.
- 36. On the occurrence of and the entity running the restaurant receiving any complaint against the Airport Restaurant, it must be addressed at the earliest, and should intimate Kannur Airport along with the action taken report within 3 days of receiving the complaint.
- 37. If any complaint is received by Kannur Airport from any customer related to Airport Restaurant, the Licensee upon an intimation to Kannur Airport shall address the same at the earliest and and should intimate Kannur Airport along with the action taken report within 3 days of intimation of the complaint.
- 38. The services provided by the agency / operator are on a non-exclusive basis, and Kannur Airport reserves the right to award similar work to other agencies, if deems necessary.
- 39. The Successful Bidder will keep Kannur Airport indemnified against any claim from customers, staff, and any third party for any loss suffered arising out of any breach of Letter of award / agreement, applicable laws and its obligation related to the same under the law.
- 40. The Successful Bidder shall protect, indemnify, and save harmless airport, and/ or its employees from any damage or penalty suffered, imposed, or incurred by reason of the violation, disregard, or breach of any applicable law, order, or regulation, or by reason of any act or neglect, or omission of Licensee, or by employee of the licensee in relation to the premises.
- 41. The Successful Bidder shall comply, at its own cost and expense, with all Central, State and Local laws now or hereafter in force, which may be applicable to the operation and management of its business, shall obtain and pay for all necessary licenses and permits; and shall pay all fees and charges assessed under all applicable laws and rules.
- 42. The Successful Bidder shall observe and comply with all rules and regulations which may from time to time during the term of this agreement be promulgated by Kannur Airport for the safety and security, care, operation, maintenance and protection of the Airport and all laws and rules and regulations applicable to the operation of Licensee business operations.
- 43. Licensee shall not at any time, assign or transfer this license or any part hereof, or any right, power, or privilege hereunder granted.

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- 44. The Licensee should take required necessary insurance for their men, material, property, structures, goods, merchandise etc. Kannur Airport will not be directly or indirectly responsible for any loss or damage.
- 45. Prior to the commencement of operation, the system installed at the Airport Restaurant for billing purpose should have E-POS software/hardware and should generate receipts automatically without manual intervention showing all relevant details.
- 46. The Licensee shall allow authorized officers and representatives of KIAL to have access, at any time, to the billing system and no alteration/addition in the billing system are allowed without prior approval from Kannur Airport.
- 47. The licensee shall issue system generated bills to each customer which shall contain the details such as name of the licensee, GST number, GST amount, billed item, quantity, rate, amount and Time etc.
- 48. The Licensee shall maintain accurate, up to date, complete financial records and books of accounts in English in accordance with applicable law, generally accepted accounting principles in India and in a manner acceptable to KIAL, showing the gross sales and the net sales of the business conducted at the location.
- 49. The Successful Bidder shall provide detailed monthly sales report with details (invoice No., date, items sold, amount, GST etc) to Kannur Airport before 5th day of the following month.
- 50. The licensee has to submit a half yearly GTO (Gross Turn Over) statement showing entire payment collection (including cash/digital mode) certified by the Chartered Accountant.
- 51. Kannur Airport will undertake half yearly reconciliation of accounts based on the CA certified GTO statement and in case of any shortfall amount against such reconciliation, the agency has to make payment within 10 days of receipt of notice of payment/invoice from Kannur Airport.
- 52. The Licensee shall permit authorized officers and representatives of KIAL, or such agents appointed by KIAL to have access, at any time, to the books of accounts of the Licensee, records of individual items or other sources of information.
- 53. The Licensee shall not be entitled to any reduction or rebate in the contracted license fee (MMG) in the event of the Licensee being prohibited from rendering the services in the premises because of Government Laws/Rules/Regulations/Orders, strike in the airport, airlines reducing/suspending/cancelling their flights or temporary closure of airport due to any restriction imposed by customs or Security for any reason whatsoever which may affect the business of the licensee adversely, for any reason whatsoever.
- 54. To the extent possible, the Licensee may give preference in employment to members of the evictee families based on their qualifications (not more than one person from each family),

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- whose houses/land/structures have been acquired in establishing the Airport, and the list of families provided by Kannur Airport may be collected from Kannur Airport in due course.
- 55. It shall be the responsibility of the Licensee to have the police verification for the staff working at the Airport Restaurant.
- 56. As and when necessary, the Licensee has to obtain all requisite operating permits from competent authorities including BCAS security clearance at Licensee's own cost and shall, prior commencement of operation apply, pay for and comply with the conditions of any license or permits, and all other licenses, permits or approvals as may be required by any Governmental Authority under the applicable law.
- 57. The Licensee shall obtain all necessary permits/sanction of Central Govt./State Govt./Local Govt. bodies or any other statutory/regulatory body(ies) for the smooth operation of the Airport Restaurant.

58. Kannur Airport shall have the right to impose the following penalties to the Successful Bidder on the occurrence of the following -

Sl No.	Occurrence	Penalty
1.	Serving of poor quality/damaged/perished/expired food and beverages/food with harmful outside items (such as stones/insects/plastics etc)	Rs. 2,000 per instance
2	Unruly/rude behaviour of the staff towards the customer	Rs. 1,000 per instance
3.	Non submission of monthly sales data as per the timelines	Rs. 2,000 per day
4	Non submission of GTO statement as per timelines	Rs. 10,000 per month
5	Non issuance of bills to the customers	Rs. 1,000 per instance
6	Non availability of food and beverages as per the specifications mentioned above	Rs. 2,000 per instance
7	Unhygienic area inside the Airport restaurant	Rs. 2,000 per instance
8	Non availability of hand wash liquid	Rs. 1,000 per instance
9	Presence of Pest / Rodent in the Airport Restaurant.	Rs. 1,000 per instance
10	Staff not wearing uniforms while on duty	Rs. 1,000 per instance

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- 59. The Successful Bidder may appeal to the Managing Director for reduction/cancellation of penalty and decision of the Managing Director in this regard shall be final and binding on the Successful Bidder.
- 60. Kannur Airport shall have the right to issue 'Stop Memo' to the Licensee in the event of occurrence any of the above incidents or for the violation of any contract conditions, and the Licensee shall stop the operation of the Airport Restaurant for the period as mentioned in the 'stop memo', and shall resume the operations only upon getting written approval from Kannur Airport upon satisfactory compliance of the conditions as may be necessary.

8. OPERATING HOURS AND PRICING POLICY

Operating Hours and Pricing Policy shall be as per Appendix – 1

9. LABOUR REGULATIONS:

The Licensee shall abide by the provisions of all applicable laws including the Minimum Wages Act, Labour Laws in respect of the services to be rendered under this contract. It is to be clearly understood by the bidder and intimated by him to his employees deployed for the purpose that this service agreement shall not constitute any relationship of employer/employee between Kannur Airport on the one hand and employees of the Licensee on the other. The Licensee shall pay minimum wages of Centre to his working staff as notified from time to time by the Labour Commissioner

If there is an increase in the minimum wages as per Central Government orders, the same shall be paid as applicable to the staff deployed by the bidder.

10. EVENTS OF DEFAULT

Event of Default means the Licensee Event of Default or KIAL Event of Default or both as the context may admit or require. While the events of default and consequences to follow, corresponding to both the contracting parties may be construed generally from the provisions of the Indian Contract Act, 1872; concerning breach of contractual commitments, the Licensee Event of Default which have to do with provision of service utilising facilities provided by KIAL, shall specifically relate to the following:

10.1 Licensee Event of Default

Save as otherwise provided in this NIT, in the event that any of the defaults specified below shall have occurred, and the Licensee fails to cure the default within the Cure Period of 30 (thirty) days, the Licensee shall be deemed to be in defaults (the "Licensee Event of Default"), unless the default has occurred solely as a result of any breach by KIAL or due to Force Majeure. The defaults referred to herein shall include:

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- 10.1.1 Any representation or warranty of the Licensee furnished by the Licensee is found to be materially false or misleading or the Licensee is at any time in breach of such representation or warranty by the Licensee;
- 10.1.2 The Licensee abandons or manifests intention to abandon the operation and management of Airport Restaurant prior to the expiry of the one-half of the Contract Term;
- 10.1.3 The Licensee has failed to make any payment to KIAL within the period specified therefor in the contract document;
- 10.1.4 Suo-moto suspension by the Licensee of the performance of its obligations under the contract for a period exceeding forty eight hours (except during the subsistence of an event of Force Majeure);
- 10.1.5 Failure by the Licensee to operate and manage the Airport Restaurant in accordance with the Applicable Laws and Applicable Permits;
- 10.1.6 Any breach by the Licensee of obligations set forth in the NIT
- 10.1.7 Cancellation, expiry, termination, or a breach by the Licensee of any Approvals required to carry out operations and management of Airport Restaurant;
- 10.1.8 The Licensee directly or indirectly, undertakes or performs either itself or through agency, sub-contract, sub-concession or otherwise, any activity other than activities provided for/envisaged under this Agreement.
- 10.1.9 Licensee assign, transfer or sub contract the concession to any third party
- 10.1.10 Failure of Licensee to comply with statutory and labour law requirements in accordance with the applicable laws.
- 10.1.11 The Licensee repudiates this agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- 10.1.12 A Change in the shareholding/ownership of the Licensee has occurred which would amount to change of Management
- 10.1.13 The Licensee is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Licensee or for the whole or material part of its assets that has a material bearing on the Contract;
- 10.1.14 The Licensee has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of KIAL, a material adverse bearing on the Concession;
- 10.1.15 The Licensee submits to KIAL any statement which has a material adverse effect on KIAL's rights, obligations, or interests and which is false in material particulars; or
- 10.1.16 The Licensee has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement.

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II. TERMINATION OF CONTRACT

(a) Normal Termination:

The contract will deem to be terminated on the last date of contract unless the extension or renewal is approved by Kannur Airport on or before the last date and communicated to the Licensee in writing and duly accepted. The Licensee will continue to be liable for payment of monthly guarantee along with the applicable interest for delayed payments till the same is settled. The Licensee cannot claim that the dues is time barred or ultra vires even after the contract is deemed to have terminated by operation of this clause. In such event, the Licensee shall remove the items/equipment belonging to the Licensee and handover the premises within 15 days from the date of termination.

(b) <u>Termination for Licensee Event of Default</u>

Without prejudice to any other rights or remedies which Kannur Airport may have under this Contract, upon occurrence of Licensee Event of Default, Kannur Airport shall terminate this Contract by giving a notice of 30 days to the Licensee.

(c) Termination for convenience:

Either party, Kannur International Airport Limited on one part and the Licensee on the other part can serve the notice for termination by giving 120 days' notice, without citing any reason whatsoever.

However, the Licensee shall not terminate the contract during the minimum operation period of 12 months. If the Licensee, after the minimum period of operation has served the termination notice, then the Licensee is liable to pay liquidated charges equal to the amount 6 months current Minimum Monthly Guarantee, along with applicable taxes.

If the Licensee terminate the contract before the expiry of the period of the contract except by giving 120 days' notice in writing, Kannur Airport shall have the right to forfeit the Security Deposit and to take possession of the asset/equipment belonging to the Licensee (without any demur or question).

(d) <u>Termination for regulatory / legislative or supervisory requirements:</u>

If any provision on 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 deem to be closed from the date of such enactment. No compensation is payable by Kannur Airport.

(e) Termination for default of payment

If the Licensee defaults in monthly payment for two months, Kannur Airport shall have the right to terminate the contract without any compensation, by giving 30 days' notice

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reserving to itself, the right to recover any outstanding dues owed by the Licensee, through available legal means.

- (f) The Licensee shall not terminate the contract before the expiry of the period of the contract except by giving 120 days' notice in writing, otherwise Kannur Airport shall have the right to forfeit the security deposit and to take possession of the asset/equipment belonging to the Licensee (without any demur or question). The contract can be terminated by Kannur Airport by giving 60 days' notice in writing without assigning any reason thereto.
- (g) In the event of any default, failure, negligence, or breach, in the opinion of Kannur Airport on the part of the Licensee in complying with all or any of the conditions of the contract, Kannur Airport will be entitled and be at liberty to determine the contract 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 Licensee for due performance.

12. **JURISDICTION OF COURT**

All dispute or difference arising out the NIT and contract entered into between Kannur Airport and Licensee, shall be governed by the Laws of India for the time being in force and shall be subjected to exclusive jurisdiction of Court at Kannur.

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Operation Hours & Pricing Policy

The Successful Bidder shall operate and manage the Airport Restaurant on 24×7 basis. However, the Licensee can reduce the number of operation hours subject to prior approval from Kannur Airport.

1. Airport Restaurant Working Hours

The following shall be the timings for breakfast, lunch and dinner and the Licensee shall ensure that Food and Beverage items with enough quantity for Breakfast/Lunch/Dinner as applicable are available during these hours

	Timings	
BREAKFAST	6.30 AM to 10.00 AM	
LUNCH	12.00 PM to 3.00 PM	
DINNER	7.30 PM to 10.00 PM	

2. Rate

A. The Licensee shall sell the following Food and Beverage items at discounted rates for various staff working at Kannur Airport, and this rate shall be applicable for FY 2025-26.

		Minimum	Maximum
		Quantity of	Rate
	STAFF MENU / RATE	Each Item	(For FY 2025-
			26)
		(ml/gram)	(Rs.)
1	Tea /Black Tea	150 ml	10
2	Coffee/ Black Coffee	150 ml	12
3	Dosa / Idly / Idiyappam / Appam / Puttu		
	/ Ney Pathal / Pathiri	50 g	12
4	Poori / Chappathi	35 g	10
5	Porotta	70 g	12
6	Wheat Porotta	70 g	15
7	Masala Dosa	350 g	60
8	Ghee Roast	300 g	55
9	Veg Curry	120 g	30
	(Black Chana, Green Peas, Moong Dal,		
	Chana Masala, Bhaji, Kurma etc.)		
10	Egg Curry (with single egg)	120 g	30
11	Fish Curry	120 g	70 - 100
	(As per availability of Fish)	_	
12	Chicken Curry (with 100 g chicken)	200 g	80
13	Thali Meals		
	Rice (Boiled and White)		50
	Any one Veg Curry		

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	 (ex. Sambar, Elissery, Parippu curry etc.), Any One Fish Gravy Any one Side Dish (ex: Aviyal/Olan/Pachadi etc), Any one Varavu (ex. Payar/ cabbage/beetroot etc) Pickle – one spoon Pappadam – one 	Standard grammage	
14	Snack items - Normal (ex. Bonda / Pazham pori / Vada / Paripp vada etc.)	70 g	10
15	Snack items - Special (Ex: Ila Ada/Cutlet/Kalmas etc)	70 g	15

- B. For Breakfast and Dinner, minimum three items should be available to select from the menu during the Breakfast and Dinner hours.
- C. Tea/Coffee/Black Tea/Black Coffee and minimum two snacks should be available during all operational hours.
- D. The Successful Bidder can sell selected retail products with prior approval from Kannur Airport
- E. All other food and beverage items can sell at reasonable rates fixed by the Successful Bidder in prior consultation with Kannur Airport.
- F. The Successful Bidder can sell fruit juices, ice creams and carbonated drinks, energy drinks (such as Horlicks, Boost etc.) at reasonable rates fixed by the Successful Bidder in prior consultation with Kannur Airport.
- G. The Successful Bidder shall display the discounted rates for staff as well as normal price at a visible location in the Airport Restaurant.
- H. The above discounted rates shall be reviewed annually (by February/March every year) and the revised rates shall be implemented with approval from Kannur Airport from April to March for the next Financial Year.
- I. The Successful Bidder shall comply with all applicable rules and regulations in food safety, including FSSAI.

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Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O., Mattannur, Kannur – 670 708

Mattannur, Kannur – 6/0 /08 Phone: +91 490 2481000, Web: www.kannurairport.aero

<u>Annexure – I</u>

NIT Document Fee & EMD Submission: Compliance Statement

(To be submitted in Envelope A: Technical Bid)

Name of Work	NIT Document Fee	EMD	"Yes" for Complied & "No" for not complied
Setting Up, Operating & Managing Airport Restaurant at Kannur International Airport	Rs. 5,000/- (including GST)	Rs. 1,00,000/-	

Authorized Signature:		
Name of the Signatory:		
Name & Address of the Bidder:		
Mobile No:		
Email ID:		
Official Seal & Date:		

Signature & Seal of Bidder

Kannur International Airport Limited CIN: U63033KL2009PLC025103

 $Registered\ Office:\ Kannur\ International\ Airport\ Ltd.,\ Kannur\ International\ Airport\ P.O.,$

Mattannur, Kannur – 670 708

Technical Compliance Statement

(This compliance statement duly filled, along with scanned copies of the documents to be submitted in Envelope A: Technical Bid)

Sl. No.	List of Documents	"Yes" for Complied & "No" for not complied
1	Tender Document Fee and EMD submission compliance	
	statement as per Annexure-I and proof of Tender Document Fee and EMD submission.	
2	Technical compliance statement as per Annexure-II.	
3	Letter comprising of bid-Acceptance of terms and	
)	conditions of Kannur Airport as per Annexure III.	
4	Details of the bidder as per Annexure-IV.	
5	Undertaking for not been blacklisted as per Annexure-V.	
6	Power of Attorney for signing of bid (if applicable) as per Annexure-VI.	
7	Copies of documents in r/o Eligibility Criteria required. (A) Self-attested copies of Registration/Incorporation Certificate, Memorandum and Articles of Association (in case of Companies) and Partnership deed (in case of	(A)
	partnership firms. (B) Self-attested copies of document proving consortium / joint venture (if applicable).	(B)
8	Documentary evidence for Experience Criteria claimed: (A) Copy of Award Letter/Agreement executed for operating and managing either Restaurants, Hotels, Cafeterias, in India or operating and managing Canteen in	(A)
	Airport Sea Port, Railway Stations, Hospitals, Government Establishments/Organizations, Educational/Commercial Institutions in India for at least two financial years during the last six financial years, i.e., FY 2018-19, 19-20, 20-21, 21-22, 22-23, and 23-24.	(B)
	(B) License from Panchayath / Municipality / Corporation for operating and managing the said business during the period of operations claimed	(C)
	(C) Copy of the FSSAI License for the period of operations claimed.	(D)

Signature & Seal of Bidder

Kannur International Airport Limited CIN: U63033KL2009PLC025103

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	(D). Details of space / Copy of the Lease Agreement related
	to operating and managing the business, if applicable.
9	Copy of Turnover details (from
	Restaurants/Hotels/Cafeteria/Canteen business) duly
	certified by Chartered Accountant.
10	Self-attested copies of the PAN Card, GST Certificate,
11	ESI and PF registration Certificate, if applicable. Self-
	attested Declaration in that effect, if not applicable.
12	No Due Certificate - Any agency, both present and past,
	who have operated at Kannur Airport will have to obtain a
	No Due Certificate (as on 31 January 2025).
13	Signed and sealed copy of the NIT document along with its
	appendix/annexures/corrigendum etc.
14	Power of Attorney for signing the bid as per Annexure-VI,
	if applicable.

Name of the Signatory:

Name & Address of the Bidder:

Official Seal & Date:

Signature & Seal of Bidder

Kannur International Airport Limited
CIN: U63033KL2009PLC025103
Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O.,
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<u>Letter comprising of bid-Acceptance of terms and conditions of Kannur Airport</u> (To be submitted on the letterhead of the bidder)

Date:

To, The Managing Director, Kannur International Airport Limited Kannur International Airport P.O Mattannur, Kannur – 670708

Sub: NIT for Setting Up, Operating & Managing Airport Restaurant at Kannur International Airport

Dear Sir,

We refer to your advertisement inviting Notice Inviting Tender in relation to Setting Up, Operating & Managing Airport Restaurant at Kannur International Airport

We have read and understood the contents of the Notice Inviting Tender (NIT) and wish to hereby submit our bid in relation to the selection of agency(ies) for the said services at Kannur International Airport mentioned in the above document.

We confirm that we satisfy the eligibility criteria (Basic, Technical and Financial Eligibility Criteria) set out in the relevant sections of the NIT. The duly attested and certified documents, establishing that we satisfy each of the eligibility criteria, are enclosed.

This NIT is unconditional and unqualified.

All information provided in the NIT and in the Annexures are true and correct and all documents accompanying this NIT are duly certified true copies of their respective originals.

This statement is made for the express purpose of providing the required information to ultimately participate in the process for awarding Operating & Managing Airport Restaurant at Kannur International Airport

We confirm that the information contained in this letter or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Kannur Airport are true, accurate, verifiable, and complete. This letter includes all information necessary to ensure that the statements therein do not, in whole or in part, mislead Kannur Airport in its selection process.

We fully confirm and agree that on verification of the documents, if it is found that any information provided here is found to be misleading, which would unduly favour our company in the short-listing process, we are liable to be eliminated from the selection process or termination of the contract during the contract period.

Signature & Seal of Bidder

Kannur International Airport Limited CIN: U63033KL2009PLC025103

Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O., Mattannur, Kannur – 670 708

We further undertake to provide additional information or document(s), if any, sought by Kannur Airport during the selection process.

We hereby confirm and agree that Kannur Airport shall, without any limitations, have the right to utilize any and all the information provided along with this Notice Inviting Tender or provided later at the request of Kannur Airport can be shared with the Advisors, Agents, and Officers of Kannur Airport.

We understand that we are liable to be eliminated from the selection process if any association is revealed that may give rise to conflict of interests.

Should we be selected to execute this work, we agree to be engaged with this work for a period of years.

We acknowledge the right of Kannur Airport to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We declare that we have examined, and have no reservations about, the NIT document, including any Addendum, if issued by Kannur Airport later.

We, hereby irrevocably waive any right which we may have at any stage in law or otherwise to challenge or question any decision taken by Kannur Airport in connection with the shortlisting of interested parties or in connection with the selection / bidding process itself.

We confirm that we have no disqualification, nor we have been debarred or blacklisted in participating in bidding process by any Authority or Court of Law during the past 3 years and no such disqualification is subsisting.

We hereby confirm that we do not have any conflict of interest as per NIT. We agree and undertake to abide by all the terms and conditions of the NIT document.

It is hereby confirmed that we are entitled to act on behalf of our company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully	,
------------------	---

Date:

Place:

Signature of the Authorised Signatory:

Name and designation of the Authorised Signatory:

Signature & Seal of Bidder

Kannur International Airport Limited CIN: U63033KL2009PLC025103

Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O., Mattannur, Kannur – 670 708

Annexure-IV

DETAILS OF THE BIDDER

(To be submitted on the letterhead of the bidder)

- 1. (a)Name:
 - (b)Registered office address of the corporate headquarters and its branch office(s):
 - (c)Dates of incorporation and commencement of business:
- 2. Brief description of the Interested Party details of its main lines of business:
- 3. Details of individual(s) who will serve as the point of contact/ communication for/with Kannur Airport:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
- 4. Of the Authorised Signatory on behalf of the bidder
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
- 5. Please indicate whether the Interested Party is related to any Director or any key personnel of Kannur Airport. If "yes" please furnish details including details of the relative in Kannur Airport.

Signature & Seal of Bidder

Kannur International Airport Limited CIN: U63033KL2009PLC025103

Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O., Mattannur, Kannur – 670 708

Annexure-V

UNDERTAKING FOR NOT BEEN BLACKLISTED

(Duly filled in the letter head of the bidder)

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

Date: Signature of the bidder with seal

Signature & Seal of Bidder

Kannur International Airport Limited CIN: U63033KL2009PLC025103

Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O.,

Mattannur, Kannur – 670 708

Power of Attorney for Signing of Bid

Know all men by these presents, We, ______ (name of the firm and

address of the registered office) do hereby irrevocably constitute, nominate, appoint and
authorise Mr./ Ms (Name), son/daughter/wife of and presently
residing at, who is presently employed with us and holding the
position of, as our true and lawful attorney (hereinafter referred to as the
"Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary
or required in connection with or incidental to submission of our bid for "Setting Up, Operating
& Managing Airport Restaurant at Kannur International Airport" work proposed by the
Kannur International Airport Ltd (the "Authority") including but not limited to signing and
submission of all applications, bids and other documents and writings, participate in bidders'
and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract
and undertakings consequent to acceptance of our bid, and generally dealing with the Authority
in all matters in connection with or relating to or arising out of our bid for the said Work and/or
upon award thereof to us and/or till the entering into the Contract Agreement with Kannur
Airport.
AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and
things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of
the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our
said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to
have been done by us.
IN MITNESS MILEDESE ME
IN WITNESS WHEREOF WE,, THEABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON
THIS DAYOF, 2023.
11113 DATOF, 2023.
For
For
For
For Signature
Signature
Signature Name, Title &Address
Signature
Signature Name, Title &Address Witnesses:
Signature Name, Title &Address Witnesses:
Signature Name, Title & Address Witnesses: 1. 2.
Signature Name, Title &Address Witnesses: 1.

Signature & Seal of Bidder

Kannur International Airport Limited
CIN: U63033KL2009PLC025103
Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O.,

Mattannur, Kannur – 670 708

Signature

Name, Title & Address

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents
 and documents such as a resolution/power of attorney in favour of the person executing this Power of
 Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and Notarised in the jurisdiction where the Power of Attorney is being issued.

Signature & Seal of Bidder

Kannur International Airport Limited CIN: U63033KL2009PLC025103

Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O.,

Mattannur, Kannur – 670 708 Phone: +91 490 2481000, Web: www.kannurairport.aero

Annexure-VII

FINANCIAL BID (To be submitted in Envelope B: Financial Bid)

Name of Work: NIT for Setting Up, Operating and Managing Airport Restaurant at Kannur International Airport

Name of Work	Quoted Monthly	Quoted Monthly Revenue Share
	Revenue Share	(MRS) percentage in Words
	(MRS)	, , , ,
	Percentage (%) in	
	figures	
Setting Up, Operating and		
Managing Airport		
Restaurant at Kannur		
International Airport		
· ·		

Note:

- l. Quoted Monthly Revenue Share percentage shall be over and above 12% of monthly Turn Over
- 2. The above quoted rates are excluding all applicable taxes.

Authorized Signature:	
Name of the Signatory:	
Name & Address of the Bidder:	
Mobile No:	
Email ID:	
Official Seal & Date:	

Signature & Seal of Bidder

Kannur International Airport Limited CIN: U63033KL2009PLC025103

Registered Office: Kannur International Airport Ltd., Kannur International Airport P.O.,

Mattannur, Kannur – 670 708