

NOTICE INVITING PROPOSAL

Proposals are invited from interested agencies for showing TV programs on Television sets installed in Airport Terminal and giving advertisements on TVs.

The proposal document can be downloaded from the website of Kannur International Airport Limited (www.kannurairport.aero) hereinafter referred to as "Company", under Tenders and Notification till 28 March 2019.

i) Last date and time of submission: 28/03/2019 17:00 Hrs.

ii) Proposal to be submitted to the office of the Manager (IT), Kannur International Airport Limited, Kara-Peravoor, Mattannur, Kannur-670702.

The proposals will be opened on: 29/03/2019, 10:30 Hrs.

Scope of Services:

Kannur International Airport Limited who owns and operates Kannur International Airport, has installed about 15 television sets at various locations within the Passenger Terminal Building for showing TV programs to passengers and visitors. Kannur Airport would like to appoint an agency who will be responsible for following:

1. Subscribing various TV Channels (All news channels in Malayalam and English, 3 Malayalam entertainment channels, Discovery or National Geographic Channel, Travel or Tourism related channels etc.) and showing them on different IP TV sets as per the direction of Terminal Manager.
2. Agency will install necessary instruments and software for running a control centre for showing required TV Channels on respective TV sets. Agency may also depute an operator at the Airport, who may operate the necessary instrument/software for smooth running of TV programs as per the instructions of the Terminal Manager.
3. Agency shall also be responsible for showing advertisements on the specified TV sets in between the programs as per the terms and conditions of Kannur Airport.
4. Duration of Advertisement: Duration of each advertisement should not exceed 30 seconds and duration of total advertisements published by the agency shall not exceed 6 minutes per hour.
5. Agency shall follow all rules and regulations stipulated by State/Central Governments while providing the services to Kannur Airport.

Eligibility Criteria:

Any Firms or agencies dealing with advertising/TV Channel can apply. But the agency shall meet the following criteria

- a) Should have valid GST registration
- b) Should have PAN card in the agency name
- c) Should have Agency be registered with appropriate authority.

The self-attested copy of above to be submitted along with the offer.

Payment Terms:

- a) The agency shall remit minimum monthly guarantee amount quoted in advance within 10 days of awarding the work to them. The MMG amount will be paid in advance for the next month on or before the 10th of every month. In case of failure to make payment within the stipulated time, the agreement shall stand cancelled automatically and without separate notice.
- b) Revenue sharing amount for the preceding month will be paid on or before the 15th of every month. In case of failure to make payment within the stipulated time, the agreement shall stand cancelled automatically and without separate notice.

Advertisement Approval

The successful agency has to take prior written approval from Kannur Airport before showing any advertisement on the TVs. Agency shall make sure that the content of advertisement is purely within the acceptable parameters with respect to concerned laws.

Terms and Conditions

Engagement

Company would like the agency to start providing the services from 1 April 2019.

Term

The arrangement will be initially for a period of six months, which may be extended further. The term of this Agreement shall commence on the effective Date and continue for six months, unless otherwise modified by mutual, written agreement of the parties or terminated as set forth herein.

Compensation & Payment

As consideration for the Services, the agency shall make the fixed monthly payment in advance and the revenue share of a month within 15th of the following month. Agency shall submit copies of the invoices submitted or copies agreement executed with their clients for showing advertisements on TVs installed at Kannur Airport for that month, along with the details of remittance.

Independent Contractor

Agency and Company shall at all times be deemed to be independent companies and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other combined business organization. Agency shall hold no authority, express or implied, to commit, obligate or make representations on behalf of Company and shall make no representation to

others to the contrary. Nothing herein is intended nor shall be construed for any purpose as creating the relation of employer and employee or agent and principal between the parties. Except as otherwise specified herein, Agency shall be responsible for payment of all subscription charges and taxes arising out of the Agency's activities in connection with this arrangement, including without limitation, sales, goods and services, excise, value added or similar taxes. Agency further agrees to indemnify, defend and hold Company harmless from and against any claims or action arising out of or relating to Agency's failure to make such payments to the concerned authority.

Audit

Agency shall retain all books, records, documents and other evidence pertaining to its Services rendered and billings made under this arrangement ("the Records"). The Records shall be subject to inspection and audit by Company whenever required.

Confidentiality

Each party shall receive in confidence ("receiving party") from the other party ("disclosing party") and treat as confidential all technical information, business/financial information, management information, and documentation which (i) is stamped or otherwise marked as being confidential or proprietary, whether in written or electronic form, (ii) pertains in any way to such party's (or its affiliates') business plans or methods, or (iii) otherwise is not generally known by others, and under the circumstances of the disclosure, the disclosing party had a reasonable expectation that the receiving party would know that the information is confidential or proprietary (collectively, "Proprietary Information"). Information that is disclosed orally or visually to a receiving party shall also be deemed Proprietary Information if the disclosing party identifies such information as proprietary at the time of disclosure.

Representations & Warranties

Agency represents and warrants that Agency and each officer or employee thereof who renders Services hereunder:

1. shall perform the Services in accordance with the highest standards of professional skill
2. shall comply with all applicable Government and other jurisdictional laws, including local laws, in performing the Services;

Publicity

Except as required by law, Agency shall not issue any press release or make any other public statement relating to this Agreement, any Services performed under this Agreement, or any of the transactions contemplated by this Agreement, without obtaining the prior written approval of Company as to the contents and the manner of presentation and publication of such press release or public statement.

Termination

This Agreement may be terminated by either party in the event the other party fails to perform its obligations hereunder on time, fails to assure timely performance, or otherwise fails to perform its contractual obligations; provided, however, that prior to such termination the terminating party notifies the defaulting party in writing at least ten (10) days in advance, states the reasons why the Agreement should be terminated and affords the defaulting party an opportunity to cure any alleged default during such ten (10) day notice period.

Company may terminate this Agreement, or any Services to be performed hereunder, in whole or in part, without cause and for its own convenience, by providing agency written notice of termination at least ten (10) days in advance, specifying the extent to which the Agreement is so terminated and the date upon which such termination becomes effective. Company shall have no liability for such termination.

However, above mentioned time period will not applicable for terminating the agreement, in case of failure to make monthly payments within the stipulated time as mentioned under the paragraph "Payment Terms".

Upon termination of this Agreement, agency shall return to Company all copies of any Company data, records, or materials, of whatever nature and regardless of media. Agency shall also furnish Company with all work in progress or portions thereof. Within thirty (30) days following termination or expiration of this Agreement, Agency shall submit to Company a termination proposal detailing the work completed and accepted by Company and the proposed value of such completed and accepted work.

Liability & Indemnification

Neither Company, nor its officers, directors, employees, affiliates, or parent companies shall be liable for any injury to the person or property of Agency or its employees or contractors, except to the extent that such injury was directly caused by the fault or negligence of Company or its employees acting within the scope of their employment.

In addition to any other indemnification obligation herein, Agency shall indemnify, defend and hold Company and its officers, directors, and employees, harmless from and against all expenses, costs, damages, liabilities and losses (including, without limitation, reasonable legal fees) incurred by Company in connection with any claim, investigation, demand, action, suit or proceeding (whether civil, criminal, administrative or investigative) arising out of or resulting from Agency's performance of the Services.

The Bidder shall submit a signed copy of this Document and Annexures as a proof of acceptance of terms and conditions and the same (full set) may be returned along with the Proposal Form duly filled in original.

In case of any dispute, the decision of the Managing Director, KANNUR AIRPORT will be final and will be binding on both the parties.

PROPOSAL FORM

Name of Work: Showing TV programs and providing Advertisement on TV sets in Kannur Airport

Tender No: KIAL/ITD/TDR/2018-19/3

1) Name of Agency :

2) Address of the Agency :

3) PAN Number of Agency :

4) GST of Agency :

5) Financial Proposal :

S.No	Description	Charges (in Rs)
1	Monthly Minimum Guarantee amount payable to Kannur Airport	Rs/- per month
2	Advertisement Revenue Sharing percentage payable to Kannur Airport over and above the MMG on monthly basis	% age of monthly billing
	a) If monthly revenue is Rs 50000 - Rs 100000. %age
	b) If monthly revenue is Rs 100001 - Rs 200000%age
	c) If monthly revenue is Rs 200001 - Rs 500000 %age
	d) If monthly revenue is more than Rs 500000 %age

Signature of the Authorized signatory
with date and seal

ACCEPTANCE LETTER

(Duly filled, scanned copy to be submitted along with the proposal)

To

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

SUB:- Acceptance of Terms & Conditions of Notice Inviting Proposals

Name of Work: **Showing TV programs and providing Advertisement on TV sets.**

Tender No: Tender No: KIAL/ITD/TDR/2018-19/3

Dear Sir,

1. The NIP document for the works mentioned above have been sold to me/us by Kannur Airport and I / we hereby certify that I / we have read the entire terms and conditions of the NIP document available in the website www.kannurairport.aero and I/ we shall abide by the conditions /clauses contained therein.

2. I / We hereby unconditionally accept the NIP conditions of Kannur Airport's NIP document in its entirety for the above works and in case we have put forth any conditions same the same may be treated as withdrawn.

3. After unconditionally accepting the NIP conditions in its entirety, it is not permissible to put any remarks/conditions. In case the provision of the NIP is found violated after opening the proposal submitted, I agree that the proposal shall be liable to be rejected.

4. That, I have not paid and will not pay any bribe to any officer of KANNUR AIRPORT for awarding this contract at any stage during its execution or at the time of payment of bills. "That, if any officer of KANNUR AIRPORT asks for bribe/ gratification, I will immediately report it to the appropriate authority in KANNUR AIRPORT".

Yours faithfully,

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