



Ref. No. KIAL/CFO/01/2019

Revised Notice Inviting Tender (NIT) for selection of Financial Consultant for Preparation of Master Plan for Land Monetization, Review of Aeronautical & Non-Aeronautical Revenue Streams, Development of Optimum Business Models, Preparation of Business Plan, Locating Investors for Proposed Development of Aeronautical and Non-Aeronautical Activities, etc. of Kannur International Airport

Kannur International Airport Limited

February 2019

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Kannur International Airport Limited
CIN: U63033KL2009SGC025103

Registered Office: "Parvathy", T.C.84/3, Chacka, NH Bypass, Thiruvananthapuram- 695 024. Phone: +91 471 2508668/70, Fax: +91 471 2508669 [web: www.kannurairport.in](http://www.kannurairport.in)

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The information contained in this Notice Inviting Tender ("NIT") or subsequent provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided. This NIT is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This NIT may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources. Information provided in this NIT to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness or the NIT and any assessment,

assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this NIT. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT. The issue of this NIT does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposals including but not limited to preparation, copying, postage, delivery fee, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Tender Notice

Notice Inviting Tender for selection of consultant for review of Business Plan and preparation of Master Plan towards land monetization of Kannur International Airport

1.	Department Name	Kannur International Airport Limited
2.	Tender Number	KIAL/CFO/01/2019
3.	Tender Subject	Notice Inviting Tender for selection of Financial Consultant for preparation of Master Plan for land monetization and review of Aeronautical & Non-Aeronautical revenue streams, Development of Optimum Business Models, Preparation of Business Plans, soliciting investors for proposed development of aeronautical and non-aeronautical activities, etc., of Kannur International Airport.
4.	Period of Contract	Three years , extendable to five years
6.	EMD Amount	Rs 75,00,000/- (Rupees Seventy Five Lakh only)
7.	Tender Fee	Rs 2,00,000/-(Two Lakh only)
8.	Document Download sale	Start Date: 16 February 2019 at 1000 hrs
9.	Clarification	Not Applicable since NIT has been revised taking into consideration the queries raised by the bidder to the extent possible
10.	Pre-bid Meeting	Not applicable since Pre bid meeting was conducted on 21 January 2019 and NIT has been revised taking into consideration the queries raised by the bidder to the extent possible.
11.	Bid Submission	Start Date: : 16 February 2019 End date: 28 February 2019 upto 1100 hrs
12.	Pre-Qualification and Technical bid opening date.	28 February 2019 at 1100 Hrs

NOTICE INVITING TENDER

(No: KIAL/CFO/01/2019)

Name of Work: Notice Inviting Tender for selection of Financial Consultant for preparation of Master Plan for Land Monetization, Review of Aeronautical & Non-Aeronautical Revenue Streams, Development of Optimum Business Models, Preparation of Business Plan, Locating Investors for Proposed Development of Aeronautical and Non-Aeronautical Activities, etc. of Kannur International Airport

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MANAGING DIRECTOR
KANNUR INTERNATIONAL AIRPORT LIMITED

Signature and Seal of the Tenderer

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Kannur International Airport Limited
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471 2508668/70, Fax: +91 471 2508669 [web: www.kannurairport.in](http://www.kannurairport.in)

1. INTRODUCTION

- 11 Kannur International Airport Limited (KIAL) is a public limited company set up by the Government of Kerala to build, own and operate Kannur International Airport. The company was registered in December 2009 as a private limited company and converted into a public limited company in August 2010.
- 12 Kannur Airport has been built on a Public Private Partnership model in an area of about 2300 acres. Land is acquired by the State Government through Kerala Industrial Infrastructure Development Corporation (KINFRA), the Nodal Agency, and will be transferred to the Company in a phased manner.
- 13 The passenger terminal building, measuring about 97,000 square meters, has annual handling capacity of 9 million passengers per annum. During the initial period of operation the expected passenger traffic is 1.5 million passenger per annum.
- 14 Kannur International Airport commenced commercial operations on 9 December 2018, becoming the 4th international airport in Kerala, the only state in the country to have 4 international airports.
- 15 The new airport is expected to tap the vast tourism potential in the State and support travel needs of Non-resident Indians (NRIs) and business travelers to North Kerala.

2. OBJECTIVE OF ENGAGING THE INDEPENDENT CONSULTANT

- 21 The state of Kerala is a major hub for many domestic and international carriers. Currently, the international airports in Kerala serve to numerous destinations in Middle-East and Far-East. Statistics on international airports in Kerala showcases a double digit growth in both domestic and international passenger traffic.

Airport	Passenger traffic (FY 2017-18)	Passenger traffic (FY 2016-17)	Growth rate
Cochin International Airport	10.1 Million	8.9 Million	13.6 %
Thiruvananthapuram International Airport	4.3 Million	3.8 Million	13.2 %
Calicut International Airport	3.1 Million	2.65 Million	18.4 %

Source: Data released by AAI, April 2018

- 22 Kannur is the 4th largest city in Kerala after Kozhikode, Thiruvananthapuram, and Kochi. The total population of Kannur district is about 2.5 million. It is estimated that currently 13% of the district population is employed overseas which is forecasted to increase at a considerable rate in the coming years. Hence, international air connectivity from Kannur is vital for the overall development of the region.
- 23 Kannur airport was conceived as an international airport project by the Government of Kerala to primarily serve increasing demand of passenger traffic from Kerala. The airport project has received all major approvals including Ministry of External Affairs (MEA)

clearance, No-objection certificate (NOC) from Ministry of Defence, security clearance from Ministry of Home Affairs and Aerodrome License from Directorate General of Civil Aviation (DGCA).

- 24 Total passenger traffic forecasted for the year 2019-20 is 2.03 million (International passenger traffic: 1.85 million, domestic passenger traffic: 0.18 million).
- 25 The business plan for the airport project considered significant international flight operations from commercial operations date. Accordingly, the financing plan of the airport was prepared and approved based on assumption of revenue accruing from future international passengers and cargo movements.
- 26 Presently foreign carriers are not operating scheduled commercial flights from Kannur Airport as it is not a designated port of call under the current bilateral air service agreements signed by the government of India with other countries. This is likely to have an adverse impact on the commercial viability of the operations of the airport.
- 27 The airport is being developed in an area of 2300 acres of which 1265 acres is identified for Phase-1 of the project. KIAL desires to monetize approximately 1000 acres of land for commercially viable projects for generation of non-aero revenues.
- 28 KIAL hereby solicits proposals from reputed consultants (hereinafter referred to as the "Bidders") meeting the qualification criteria defined in this NIT and the terms and conditions contained in this NIT and the service agreement for undertaking the defined scope of work in Annexure 1A.

3. SCOPE OF SERVICES

- 3.1 The selected consultant shall undertake studies and provide services detailed in Scope of Services in Annexure 1A
- 3.2 If any services, functions or responsibilities not specifically described herein or in any related documents which are an inherent, necessary or customary part of the services or are reasonably required for proper performance if the services in accordance with the NIT, they shall be deemed to be included within the Scope of Services as if such services, functions or responsibilities were specifically described in this NIT.

4. TENDER DOCUMENTS FEES

- 4.1 Tender document may be purchased from the office of Kannur International Airport Limited from 09:30 am to 06:00 pm, for a non-refundable fee of Rs. 2,00,000/- (Rupees Two Lakh 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 Mattanur. Interested bidders may obtain further information at the same address.
- 4.2 Tender document may also be downloaded from the office website, www.kannurairport.aero in which case the bidder shall provide the tender document fees i.e., Rs. 2,00,000/- (Two Lakh only) with their proposals as per above mentioned details.

5. EARNEST MONEY DEPOSIT (EMD)

- 5.1 An Earnest Money Deposit (EMD) of Rs. 75,00,000/- (Rupees Seventy Five Lakh only). 50% (Fifty Percent) of the EMD 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 Mattanur and balance in the form of a bank guarantee from a Nationalized/Scheduled Bank in India valid for 180 days from bid submission date must be submitted along with the proposal.. EMD of the bidder will be forfeited if:
- a) after opening of the tender, the bidder revokes his tender within the validity period or modifies his bid.
 - b) the bidder does not submit Performance Bank Guarantee within stipulated period.
- 5.2 EMD will be refunded to unsuccessful bidders within one month of financial bid opening. Also the said EMD will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Bank Guarantee. EMD shall not carry any interest.

6. PERFORMANCE BANK GUARANTEE

- 6.1 The successful bidder shall be required to furnish Performance Bank Guarantee to the extent of 5 (five) percent of the contract value within 7 (seven) working days of communication of Letter of Award (LOA) as per format at Form V.
- 6.2 Performance Bank Guarantee may be furnished from any Nationalized Bank/Scheduled Bank in India. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the Bank, shall be at the sole cost of the bidder.
- 6.3 Failure to submit Performance Bank Guarantee shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate Kannur Airport for any losses incurred by Kannur Airport. EMD submitted by bidder shall be liable to be forfeited.

64 The decision of Kannur Airport in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the bidder.

7. PERIOD OF COMPLETION OF WORK

71 The initial period of consultancy work shall be three years extendable for an additional two years. The Consultant shall commence the Services within a period of 15 (fifteen) days from the Date of issue of Letter of Award (LOA) and Agreement shall be signed within 7 days from the date of issue of award letter. Reports shall be furnished periodically as required in the Milestone Payments specified under Clause 13 and Final Report should be submitted within 10 days from date of completion of contract period.

8. SELECTION PROCESS OF CONSULTANT:

81 The Bidders need to satisfy the threshold Financial Criteria specified in Annexure 1B to be eligible for participating in the NIT process.

82 Bidders need to satisfy the threshold Technical Criteria specified in Annexure 1B to be eligible for financial bid opening.

83 The Bidders who satisfy the threshold Technical Criteria, specified in Annexure 1B, will be shortlisted and invited to make a presentation before the an Evaluation Committee (EC) on relevant aspects including the approach & methodology for the study, understanding of the scope of the work, the strengths and experience of the consultants, professional team handling the assignment etc.

84 Evaluation and Award Criteria

The EC will rank the shortlisted consultants by assigning marks based on the presentation and determining the Technical Capacity (Maximum score: 100), as per the methodology specified in Annexure 1B.

The award for the contract shall be based on the weighted average score of technical capacity and Financial Bid score in the ratio of 70:30.

8.4.1 The final evaluation of combined technical and financial criteria shall be on the principle of **Combined** Quality Cum Cost Based Selection (CQCCBS) based on the final weighted score. A weightage of 70% will be assigned to the marks/points scored in the Technical Criteria and a weightage of 30% will be assigned to the marks/points scored in the Financial Criteria (as illustrated below).

8.4.2 Let "T" be the total marks scored in technical criteria, and 'F' be the marks scored for the Financial Criteria. The bidder, who gets the lowest Evaluated financial Quote, will be awarded a financial score of 100 marks and other bidders will be given financial scores that are inversely proportional to their Evaluated Financial Quote.

8.4.3 The formula for this will be, $F = 100 \times (\text{amount of Evaluated Financial quote by the Lowest Bidder} / \text{Amount of Evaluated Financial Quote by the Bidder under evaluation})$.

The financial weighted score (combined technical and financial) will be:

$$\underline{0.70 * T + 0.30 * F}$$

8.4.4 The consultancy assignment shall be awarded to the bidder scoring the highest financial weighted score.

8.4.45 KIAL, however, reserves the right to reject any or all the bids received, without assigning any reasons and any liability to KIAL.

9. ELIGIBILITY CRITERIA

9.1 Bidder shall be eligible to participate in the tender, only if it fulfills the requirements as mentioned in the eligibility criteria Annexure 1B herein.

10. EVALUATION CRITERIA

10.1 The Authority has adopted a two-stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising Technical and Financial proposals to be submitted in two separate sealed envelopes.

10.2 Bidders shall have to comply with all the requirements as per Bidders Eligibility criteria as per Annexure 1B of this NIT. Bidders who qualify the eligibility criteria as per Annexure 1B shall be shortlisted. The financial proposal of the shortlisted bidders will be considered for evaluation.

10.3 Bidder shall provide all information in order to enable KIAL to make judgments about their suitability.

10.4 KIAL shall evaluate the Proposals of only those Bidders who have satisfied the eligibility criteria and complied with in a fair and unbiased manner.

10.5 Bidder has to submit the documentary evidence in proof of the credentials. To demonstrate technical competence the bidders will need to furnish details of assignments, number of similar assignments undertaken and completed in the past, client certificates, contract copies and undertakings, as necessary for demonstrating successful completion of such assignments,

10.6 KIAL will also consider the past performance of the Bidder, and its constituent individuals or entities as applicable, on other contracts with KIAL (if any) in terms of quality of its operations and management.

10.7 Conditional Proposals will be rejected. The Bidder shall comply with all the terms and conditions set out in this NIT while submitting its Proposal.

10.8 The Authority shall open the Technical Proposals at 11.00 Hrs on the Proposal Due Date, at Kannur International Airport, Karaperavoor, Mattannur, Kannur - 670 702 and in the presence of the applicants who choose to attend.

10.9 The Authority will subsequently examine and evaluate the Technical proposals in accordance with the conditions of NIT.

10.10 Any information contained in the Technical proposals shall not in any way be construed as binding on Kannur International Airport, its agents, successors or assigns, but shall be binding on the bidder if the work is subsequently awarded to it on the basis of such information.

10.11 Kannur International Airport reserves the right not to proceed with the selection process at any time without notice or liability and to reject any or all proposal(s) without assigning reasons.

- 10.12 To facilitate evaluation of Technical proposals, the Kannur International Airport may, at its sole discretion, seek clarifications or additional information / document(s) in writing from any bidder regarding its proposal. Such clarifications or additional information/document(s) shall be provided within the time specified by Kannur International Airport for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed time, the proposal shall be liable to be rejected. In the case the proposal is not rejected, Authority may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 10.13 Financial bids of only those bidders will be opened whose technical proposal is found to be in compliance with the NIT conditions.

11. MAKING AND SUBMISSION OF BIDS

- 11.1 All documents of the bid shall be signed by the 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 & Price Bid in two parts as per details below:

PART - I : Technical Bid
PART - II : Financial Bid

PART- I: TECHNICAL BID

- 11.2 Technical Bid shall be submitted in physical mode only.
- 11.3 The envelope containing the Technical Bid shall be super scribed with "Technical Bid-Tender for selection of consultant for review of Business Plan and preparation of Master Plan towards land monetization of Kannur International Airport" The bid shall be addressed to Managing Director, Kannur International Airport, Karapervoor, Mattanur, Kannur – 670 702 mentioning of reference number of Tender. If the envelope is not properly sealed and marked, Kannur Airport will assume no responsibility for the misplacement or premature opening of the bid.
- 11.4 Bid documents containing the following must be bound, indexed, completely page numbered and arranged in the order:
- Covering letter of Bid on Bidder's letter head as per Form I.
 - Consultant's Background And Experience as per Form II
 - Detailed CVs of Key Personnel as per Form III
 - Composition of the team personnel and the task which would be assigned to each team member as per Form IV
 - Tender document fee of Rs 2,00,000/- (Rupees Two Lakh only) in the form of or Demand Draft (DD) in favour of Kannur International Airport Limited, payable at Mattanur. Tender not accompanied by Tender Document Fee will not be entertained.
 - Chartered Accountant Certificate for the turnover for the last three financial years ending on 31.3.2018
 - Earnest Money Deposit of Rs. 75,00,000/- (Rs. Seventy Five Lakh only) as per Clause 5.1 of tender document. Tender not accompanied by EMD/ EMD submitted in any form

- other than stated above will not be accepted.
- h) Copy of abridged balance sheet along with Profit and Loss Account statement of the firm shall be submitted.
 - i) Undertaking for not having been blacklisted as per Annexure II.
 - j) The tenderer must submit PAN & PF Account Numbers & GST Registration Certificate.
 - k) Any other information required in the Bidding Documents or considered relevant by the bidder.
 - l) All documents furnished by the Bidder as per the requirement of Technical Bid Evaluation Criteria shall be signed and stamped by the bidder or authorized signatory of bidder.

PART - II - FINANCIAL BID

- 115 Financial Bid shall be submitted in physical mode only.
- 116 The bidders shall submit their financial bids for the initial three years and separately for the extended period of two years
- 117 The envelope containing the Price Bid shall be super scribed with "Financial Bid- Tender for selection of consultant for review of Business Plan and preparation of Master Plan towards land monetization of Kannur International Airport"
- 118 The Financial Bid should be submitted as per the format specified in Annexure III on the letterhead of the Bidder.
- 119 The bid shall be addressed to Managing Director Kannur International Airport, Karapervoor, Mattanur, Kannur – 670 702 mentioning reference number of tender. If the envelope is not properly sealed and marked, Kannur Airport will assume no responsibility for the misplacement or premature opening of the bid.
- 11.10 **Other Terms of Financial Bid:**
 - a) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.
 - b) Bidder shall quote the lump sum price, including all applicable taxes and expenses after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.
 - c) The quoted Price shall be deemed to be all inclusive till the completion of the work. It is clearly understood that Kannur Airport will not have any additional liability towards payment of any Taxes & Duties over and above total quoted price.
 - d) Alternative bids shall not be considered.
 - e) Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
 - f) Price shall be quoted in figures as well as in words. If some discrepancies are found between the price given in words and figures, the price quoted in words shall be taken as correct.

12. FEE FOR CONSULTANT'S SERVICES AND TIMELINES

121 The fees for services of consultant shall be payable as per Clause 13 of the bid document. Authority shall pay selected consultant the quoted amount in the tender for the professional services rendered by them for the entire project as per scope of work defined in the document. The quoted fee should be inclusive of all costs and no hidden costs/exclusions should be appended. GST shall be paid separately as per GST Invoice and quote shall be excluding GST. The fee of consultant is inclusive of fee payable by consultant to any of its Consultant/Associate(s) and nothing extra shall be payable by the Authority for this purpose.

13. STAGES OF PAYMENT OF CONSULTANCY FEE

The stages of payment of consultancy fee shall be made as follows:

I) On achievement of milestones/deliverables

S No	Milestones/ Deliverables	Timeline (from Issue of Letter of Award)	Fee Payable (in %)
1.	Signing of Agreement & submission of performance bank guarantee	1 week	2.5 %
2.	Preliminary Report on Review of Business Plan	3 weeks	2%
3	Financial Analysis Report	8 weeks	2%
4	Draft Updated Business Plan	10 weeks	2%
5	Final Updated Business Plan	12 weeks	2%
6	Economic Impact Analysis Report	12 weeks	2%
7	Note on Policy and Financial Support	12 weeks	2%
8	Draft Real Estate Master Plan including Concept Plan and Site Layout Plan	18 weeks	2%
9	Draft Land Monetization Plan	20 weeks	2%
10	Final Report on Real Estate Master Plan and Monetization Plan	24 weeks	2%
11	Draft Implementation Strategy	26 weeks	2%
12	Final Implementation Strategy	28 weeks	2.5%
	TOTAL		25%

II. 25% of the total consultancy fee shall be paid pro-rata on a monthly basis in equal instalments over a period of 30 months from the commencement of PART B Services.

III. 50% of the consultancy fee shall be paid on completion of specific milestones as set out below:

S No	Milestone	Terms of Payment	Fee Payable (in %)	Cumulative Fee (%)
1.	Renegotiation of contracts and signing of new contracts with contractors/vendors/ service providers/ airlines	On issue of Letter of Intent by KIAL to the contracting parties to execute the contract/s	Pro rata among the existing contracts for a minimum of 15 contracts	10%
2	Identification of successful investors based on a competitive bidding process for each type of project recommended by the consultant	On issue of letter of intent by KIAL to the successful investor	Pro rata on issue of LoA to each successful investor subject to a minimum of 15 tender processes.	35%
3	On successful completion of contract tenure	End of 36 th month		5%
4	TOTAL			50%

IV. **For Contract Extension:** If the contract tenure is extended by 2 years (24 months) at the end of the initial 3 (three) year contract (36 months), payment of fee quoted for the extended term will be paid as stated below:

1. 25% of the additional consultancy fee quoted for the extended period of 2 years (24 months) shall be paid pro-rata on a monthly basis in equal instalments over a period of 24 months.

2. 75% of the additional consultancy fee quoted for the extended period of 2 years shall be paid on completion of specific milestones as set out below:

SL No	Milestone	Terms of Payment	Fee Payable (in %)	Cumulative Fee (%)
1.	Negotiation and signing of new contracts with contractors/vendors/ service providers/ airlines	On issue of Letter of Intent by KIAL to the contracting parties to execute the contract/s	Pro rata among the existing contracts for a minimum of 15 contracts	15%

2	Identification of successful investors based on a competitive bidding process for each type of project recommended by the consultant	On issue of letter of intent by KIAL to the successful investors	Pro rata on issue of LoA to each successful investors subject to a minimum of 15 tender processes.	45%
3	On successful completion of contract tenure	End of 24 th month		15%
4	TOTAL			75%

14. **LANGUAGE**

14.1 The Bid supporting documents, printed literature and all related correspondence and documents should be written in the English language only.

15. **CURRENCY**

15.1 The currency for the purpose of the bid shall be in Indian Rupees (INR). In case of The Qualification Documents for eligible assignment submitted by the Bidders in foreign currency, the conversion to Indian Rupees shall be based on the rate of US\$ for the said assignment. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars based on exchangeable rate as on the date 30 (Thirty) days prior to the date of invitation of the tender and the amount so derived in US dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

16. **CARE AND DILIGENCE**

16.1 The Bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the proper, efficient and effective execution of their duties.

17. **CONFIDENTIALITY**

17.1 The Consultant shall treat all the documents and information received from Kannur International Airport and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant shall not divulge any such information unless Kannur International Airport authorizes this in advance in writing. The Consultant further shall return all the documents received from Kannur International Airport from time to time after completion of the work related to those documents.

18. DOCUMENTS PREPARED BY THE CONSULTANT TO BE THE PROPERTY OF THE "AUTHORITY"

- 181 All plans, reports, other documents and software prepared, if any, by the Consultant for the "Authority" under this Contract shall become and remain the property of the "Authority", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Authority", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Authority and the Authority reserves right to grant or deny any such request.
- 182 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Authority's" prior written approval to such agreements, and the "Authority" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

19. FACILITIES TO BE MADE AVAILABLE TO CONSULTANTS

- 19.1 Kannur Airport will not provide office accommodation or any other facilities to the Consultants. Consultants shall make their own arrangements and cost for the same shall be deemed to be included in their offer.

20. RIGHT TO REJECT ANY OR ALL PROPOSALS

- 20.1 Notwithstanding anything contained in this NIT, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 20.2 Authority reserves the right to invite revised Proposals from Applicants with or without amendment of the NIT Document at any stage, without any liability or obligation for such invitation and without assigning any reason thereof.
- 20.3 Authority reserves the right to reject any Proposal at any stage if:
- a) the Applicant does not respond promptly and thoroughly to requests for supplementary information requested by Authority for the evaluation of the Proposal; or
 - b) one or more of the pre-qualification conditions has/have not been met by the Applicant; or
 - c) the Applicant has made a material misrepresentation or such material misrepresentation is discovered at any time; or
 - d) the Applicant engages in a corrupt, fraudulent, coercive, undesirable or restrictive practices;
- 20.4 Proposals shall be deemed to be under consideration immediately after they are opened until such time that Authority makes an official intimation of award/rejection to the Applicants. While the Proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, Authority and/or their employees/representatives on matters relating to the Proposals under consideration.

- 205 In case it is found, after the issue of the LOA or signing of the Agreement or after its execution and during the subsistence thereof, that:
- one or more of the pre-qualification conditions have not been met by the Applicant; or
 - the Applicant has made a material misrepresentation; or
 - the Applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice; then the LOA or the draft Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, be liable to be terminated by a communication in writing by Authority to the Successful Applicant without Authority being liable in any manner whatsoever to the Successful Applicant. In such an event, Authority shall forfeit and appropriate the Performance Security, as the case may be without prejudice to any other rights or remedy that may be available to Authority in this regard.
- 206 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - consult with any Applicant in order to receive clarification or further information;
 - retain any information and/or evidence submitted to Authority by, on behalf of and/or in relation to any Applicant; and/or
 - Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

21. FORCE MAJEURE CLAUSE:

- 211 If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government, fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative.
- 212 Any waiver / extension of time in respect of the delivery of any instalment or part of the service shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.
- 213 If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- 214 The party which is unable to fulfil its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract.
- 215 Certificate issued by Chamber of Commerce or any other competent authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration.
- 216 Non-availability of professional manpower will not be an excuse to the consultant for not performing their obligations under the Contract.

22. DISPUTES

- 221 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 222 For any dispute arising out of this Agreement / Contract, only the Courts in Thiruvananthapuram / Kannur shall have jurisdiction to entertain such a dispute. Arbitration clause is not applicable.

23. JURISDICTION OF COURTS

- 231 The appropriate court in Thiruvananthapuram/Kannur alone shall have the jurisdiction in respect of any matter or any dispute arising out of the agreement to be entered into with Kannur Airport.

FORM I

COVERING LETTER

Dated:

To,
Managing Director
Kannur International Airport Limited
Parvathy TC 84/3
NH Bypass, Chackai
Trivandrum Pin 695024

Sub: Notice Inviting Tender

Sir,

1. With reference to your website advertisement, and having examined the NIT Document and understand their contents. I hereby submit this proposal for the said tender. My proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the NIT document for selection and I certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading: and all documents accompanying this proposal are true copies of their respective originals.
3. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the proposal.
4. I acknowledge the right of the Authority to reject the proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I certify that I fulfil the qualification and experience as sought by the Authority.
6. I also certify that the proposal is valid for a period of 90 days from the date of opening of the Financial Proposal.
7. I further certify that no investigation by a regulatory authority is pending against me.

Yours faithfully,
Date: (Signature and name of the Applicant)
Address
Mobile No:
E-mail ID:

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**Kannur International Airport Limited CIN:
U63033KL2009SGC025103**

Registered Office: "Parvathy", T.C.84/3, Chacka, NH Bypass, Thiruvananthapuram- 695 024. Phone: +91 471
2508668/70, Fax: +91 471 2508669 web:www.kannurairport.in Town Office:

Town Office, Maruthai Road, Mattannur, Kannur- 670702, Ph: 0490 2474463 Fax: 0490 2474464

FORM II

CONSULTANT'S BACKGROUND AND EXPERIENCE

A. Consultants Background

Provide here a brief (not more than two pages) description of the background and organization of the Consultant.

(Please furnish MOA/AOA/Partnership Deed/Certificate of Incorporation with Registrar of Companies)

B. Consultant's Experience

Using the format below, provide information on each assignment claimed as part of the experience. Detailed credentials should be provided for each project.

SI No	Components	Description
1.	Assignment name:	
2.	Engagement Fee (in current Indian Rupee):	
3.	Project Cost, where relevant in INR	
4.	Narrative description of Project	
5.	Country: Location within country	
6.	Name and Address of Client:	
7.	Start Date [month/year]: Completion date [month/year]:	
8.	No of professional provided by the joint venture partners or Sub-Consultants or team members:	
9.	Name of senior regular full-time employees ¹ of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
10.	Any other information deemed necessary for evaluation such as	

Authorised Signature

Form III:

Format for detailed CV of Key Personnel

(Photo)	Name			
	Position:			
	Date of Birth			
	Education:			
4. Employment Record	From	To	Company	Position Held
5. Brief Profile	<ul style="list-style-type: none">• <i>Summary of work experience</i>			
8. Countries of Work Experience				
9. Languages				
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Nature of Work: Project 1				
Year:				
Location:				
Company:				
Position Held:				
Main features:				
Activities Performed:				
Nature of Work: Project 2				
Year:				
Location:				
Company:				
Position Held:				
Main features:				
Activities Performed:				

Certification

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Additionally, I also certify that I shall be available for the entire duration of the contract.

Signature of staff member

Date: _____
Day/Month/Year

Form IV:
Composition of the team personnel and the task which would be assigned to each team member

Technical/Managerial Staff

SI No	Name	Position	Task Assignment
1.			
2.			
3.			
4.			

Support Staff

SI No	Name	Position	Task Assignment
1.			
2.			
3.			
4.			

Authorised Signature

Form V:
FORMAT OF PERFORMANCE BANK GUARANTEE

(To be submitted by the Successful bidder)

Whereas.....(hereinafter called 'the Respondent') has submitted its tender dated.....in response to the NIT notice with file no: for "Notice Inviting Tender for selection of consultant for review of Business Plan and preparation of Master Plan towards land monetization of Kannur International Airport" (hereinafter called "the Proposal") to Kannur International Airport Limited.

KNOW ALL by these presents that WE of Having our registered office at (hereinafter called "the Bank") are bound to the Kannur International Airport Limited(hereinafter called "the Kannur Airport") in the sum of for Which payment well and truly to be made to the said Kannur Airport, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of 20XX.

THE CONDITIONS of this obligation are:

- 232 The Performance Bank Guarantee will be for an amount equivalent to 5 % of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Respondent
- 233 The Performance bank guarantee shall be valid till the end of 28(Twenty Eight) days after the expiration of contract period with Kannur Airport.
- 234 The Performance Bank Guarantee may be discharged/returned by the Kannur Airport upon being satisfied that there has been due performance of the obligations of the Respondent under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, Kannur Airport would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Kannur Airport under the Contract in the matter, the proceeds of the PBG shall be payable to the Kannur Airport as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. Kannur Airport shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.

- 235 Kannur Airport shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

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Kannur International Airport Limited
CIN: U63033KL2009SGC025103

Registered Office: "Parvathy", T.C.84/3, Chacka, NH Bypass, Thiruvananthapuram- 695 024. Phone: +91 471 2508668/70, Fax: +91 471 2508669 Web: www.kannurairport.aero, email: info@kannurairport.aero.
Airport Office: Kannur International Airport, Kara – Peravoor, Mattannur, Kannur- 670702, Ph: 0490 2481000

- 236 We undertake to pay to the Kannur Airport up to the above amount upon receipt of its first written demand, without the Kannur Airport having to substantiate its demand, provided that in its demand the Kannur airport will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
- 237 In event of any recovery by the Kannur Airport from the amount of PBG, we undertake that full amount of the PBG shall remain enforce till the end of the period of validity of PBG as specified herein below.
- 238 This guarantee will remain in force up to and including 28 (Twenty Eight) days after the expiry of period of contract, and any demand in respect thereof should reach the Bank not later than the above date. Any amendment in this context will be mutually acceptable by Kannur Airport/Bank/Bidder

Dated the _____ day of _____ 20_____

Signature

Bank

Rubber Stamp

(Name) & (Official Address)

Date

Annexure IA:

Detailed Scope of Services

The Scope of the Financial Consultant shall cover:

1. The overall objective of appointing the consultancy firm is to help the company achieve break even and start earning profit at the earliest. Scope of services should cover review of aero-nautical as well as non-aeronautical revenue streams, review of existing land use plan and review of existing business models and provide recommendations based on such review for augmenting the revenue streams.
2. Government of Kerala has acquired about 2300 acres of land through KINFRA, and out of which 1192 acres has been transferred to Kannur Airport as equity and 1100 acres will get transferred on lease. The lease period now is 60 years, and it is expected that it will be extended to 99 years. The consultant is required to review the existing land use plan (except the land used for airport operations purposes) and devise plans for the best utilization of land resources.

Part A: Preparation of Revised Business Plan, Economic Impact Analysis Report, Real Estate Master Plan and Implementation Strategy

1A. Review of original business plan and underlying financial model

(i) Study the existing airport project infrastructure and master plan, based on the inputs and documents provided by KIAL.

(ii) Review and revise the traffic forecasts based on current market outlook and constraints in growth of international traffic because of policy and regulatory bottlenecks.

(iii) Carry out a detailed assessment of the existing business plan and financial model, including but not limited to:

- a) Traffic forecast
- b) Operating costs and revenue assumptions
- c) Debt and equity financing arrangement including study of financing agreements
- d) Capital and operational cost forecasts for the airport business
- e) Cash flows and debt service requirements during the operational phase
- f) Impact of regulatory policy on tariffs and revenues
- g) Risk assessment and mitigation options.
- h) Any other relevant/matter as considered necessary by the Consultant.
- i) Furnish a report based on the review and assessment for the above components.

1B. Preparation of updated Financial Model

Prepare a detailed financial model with options for scenario analysis to assess the impact of traffic and revenue risks on future cash flows and debt service in Kannur international airport, taking into account potential restriction on international flights and impact on related revenue streams envisaged in the original business plan.

1C. Preparation of revised Business Plan and action plan

- i) Prepare a revised Business Plan to meet the original objectives of KIAL. The Business Plan shall include components to:
 - a) Identify opportunities for cost optimization and revenue enhancement to minimize impact on future cash-flows and ensure continued bankability of the airport, including but not limited to review of existing commercial contracts.
 - b) Review and propose all other business opportunities that KIAL can undertake with a view to maximize revenue earning capacity, including commercial advertising and other commercial services.
 - c) Evaluate options for mitigating traffic and revenue risk including providing suitable incentives to domestic carriers.
 - d) Develop for the airport an airline marketing plan that addresses both passenger and cargo airline operators.
 - e) Identify and recommend technological and other operational interventions for improving passenger and customer experience.
 - f) Review of current business practices and recommendation on better business practices with a view to bring in more revenue and to rationalize financial expenditure.
 - g) Prepare a business case for seeking appropriate support from the government to minimize the impact on KIAL's business in the event the net reduction in revenues.
 - h) Develop a digital and data strategy for the airport.

Deliverables:

1. Preliminary Report on Review of Business Plan
2. Updated Business Plan
3. Financial Analysis Report including projected P&L, Cash Flow and Balance Sheets over 10 years

4. Digital roadmap and data strategy

2. Conduct an Economic Impact Analysis (EIA)

- i) Carry out an Economic Impact Analysis (EIA) of Kannur International Airport. The EIA study to assess the direct, indirect and induced impacts of the airport based on established methodologies. The methodology should also clearly help to assess the impact of reduction in international traffic on direct, indirect and induced benefits.
- ii) The result of Economic Impact Analysis carried out may be taken up with the Ministry of Civil Aviation, if this result has an adverse impact on the airport's sustainability.

Deliverables:

1. Economic Impact Analysis Report
2. Note on policy and financial support required from Government of India and Government of Kerala
3. Meetings with Government of India/Kerala to present Kannur Airport's case.
4. Development of a strategy to deal with negative economic impact, if any and take up the negative impact scenario affecting Kannur Airport with GoI/GoK and obtain an appropriate solution.

3. Preparation of Master Plan towards land monetization

A. Regional analysis

Conduct a comprehensive review of macro drivers & challenges for the location and identified land parcel. Establish factors influencing the site's potential with respect to:

- a) location profile and advantages
- b) existing development condition of the site,
- c) connectivity and accessibility from major areas of commercial, residential, transportation, institutional, etc. activity;
- d) neighbouring locations for economic activities and real estate developments
- e) status of existing & proposed support infrastructure, and physical features of site/land parcel.

B. Real estate market review

- i) Conduct analysis of regional market demand including development potential for commercial, retail, recreational, hospitality and other uses.
- ii) Assess the impact of real estate growth and land-use activity in the region and vicinity of the airport site. The assessment shall involve:

- a) Regional development pattern & key activity sectors
- b) Identification of key growth drivers
- c) Review of market demand and supply trends for each type of land-use
- d) Analysis of absorption trends
- e) Competition analysis
- f) Review of development costs, investment trends and rental values.
- g) Emerging trends and outlook on future growth
- h) Demand for airport related services
- i) Specific analysis of comparable airport related commercial development projects in India and overseas (limited to 3 projects) to identify best practices and critical success factors.
- j) Carry out a SWOT analysis, with preferred land-use options for optimum development of the site in a phased manner.

iii) The market assessment should identify the development potential for various real estate classes, demand supply gap as per current and expected trends, and key project differentiators/ signature projects that may be developed in the identified site region

C. Best use development recommendations

Based on macro location analysis, site assessment, and real estate market research, develop a preliminary land development concept identifying the mix of various real estate assets best suited for development at the site location. The preliminary concept plan shall provide recommendations related to:

- i) **Development Concept** – define the overarching theme, objectives, and key differentiators for proposed development.
- ii) **Development Real Estate Mix** – provide detailed allocation of real estate mix across various asset classes including estimate of total built up area, component wise area allocation, support amenities, facilities and services etc. as per development regulations and market conditions.
- iii) **Recommended Optimal Mix** - Factoring market research for different real estate segments covered in the study, along with benchmarking, and competition analysis, suggest an optimal development mix most suited for site conditions, location and real estate trends. Some of the business opportunities identified are as follows:
 - a) Hotel – one four star and two budget hotels – Build Own Operate by Private parties
 - b) Convention Centre and Exhibition Centre - Build Own Operate by Private parties
 - c) Day Hotel at Passenger Terminal Building - Contracts to finish, furnish and run.
 - d) Flight Catering
 - e) Cargo handling
 - f) Ground Handling
 - g) Airport Village – which will primarily cater to visitors of the airport in terms of

F&B, shopping, entertainment facilities, etc. Along with this, a facility for fairs, exhibitions, crafts and handicrafts etc.

- h) Multi-Specialty Hospital
 - i) Ayurvedic Wellness Centre
 - j) Clubs & Resorts
 - k) Games and Sports facilities
 - l) Special Economic Zone
 - m) Township – including theatre, shopping malls, art gallery, restaurants, shopping facilities, entertainment facilities, exhibitions and fairs, children's play area etc. This township should have separate entrance and parking, residential unit for people working in the airport, schools, medical facilities, shopping, auditorium, etc.
 - n) Knowledge Village with international educational institutions.
 - o) Advertisement concession
- iv) Spaces available in Passenger Terminal Building to be reviewed and suggest methods for optimal use of such spaces for commercial purposes.
- v) The consultant should be in a position to supplement the above list and recommend the optimum business model for each of the above activities already identified and those recommended by the consultant.

D. Master plan

Based on recommended optimal mix for development, prepare and submit a Master Plan report comprising:

- a) Concept Plan
- b) Overall Master Plan
- c) Site Layout Plan

E. Land monetization plan

Provide recommended form of development and prepare business plan(s), to illustrate the potential returns and feasibility of the land-monetization plan.

- i) **Land monetization options:** Evaluate various structures for channeling funding from potential developers and investors for project development
- ii) **Anticipated development costs:** Assess cost based on proposed development mix and industry acceptable cost benchmarks
- iii) **Revenue estimates:** Identify revenue sources, achievable price ranges for leasing, outright sales, revenue projections from overall real estate development.
- iv) **Lease Rent Estimates:** Review and advise on the adequacy of the present land/space lease rent fixed for various agencies and revise the lease rent, if inadequate.
- v) **Financial modelling:** Prepare financial model incorporating projected revenues, land and real estate development costs, operating & maintenance expenses, etc.

- vi) **Financial analysis:** Highlight project level & investor level returns based on net present value (NPV), payback period and internal rate of return (IRR) analysis.
- vii) **Sensitivity analysis:** Undertake sensitivity and scenario analyses to demonstrate the impact of variations in development mix, cost overruns and pricing elasticities on financial returns to the investors.

Deliverable/s

1. Real Estate Master Plan comprising
 - a) Concept Plan
 - b) Overall Master Plan
 - c) Site Layout Plan
2. Best use land development plan
3. Land monetization plan with clear recommendations on business opportunities to be taken up on the land
4. Financial Analysis report.
5. Revised land/space lease rents.

4. Implementation strategy:

The Consultant shall prepare:

- i) A strategy to actively assist in obtaining Government of India's approval to allow foreign passenger carriers to Kannur Airport.
- ii) Recommendations on new business opportunities that KIAL can pursue with a view to maximize revenue earning capacity
- iii) An implementation strategy for technology driven revenue, cost and operational improvement initiatives identified as part of the updated business plan.
- iv) An implementation strategy for the real estate master plan based on monetization options, development mix and maximization of returns to KIAL

Deliverables

1. Detailed strategy & recommendations to obtain clearance from Gol/ GoK on allowing foreign carriers to operate from Kannur airport and other policy interventions required
2. Revenue maximization strategy
3. Technology implementation strategy
4. Real estate implementation strategy

5. On-going assistance in implementation of recommended initiatives

The Consultant shall provide assistance on the following activities over the duration of the consultancy agreement:

- (i) Review existing contracts awarded by KIAL for aero and non-aero services and provide assistance and participate in renegotiations with contractors/ vendors/ agencies for improving terms of service, revenue augmentation, performance enhancement and improving returns for KIAL.
- (ii) Update the airline marketing plan on an ongoing basis with a focus on enhancing connectivity and revenue augmentation taking into account changes in policy and regulatory environment in India and target markets.
- (iii) Hold discussions with airlines currently operating at Kannur Airport and those operating in future during the term of this consultancy assignment. Assist in preparing draft agreements and conclude the agreement with new airlines.
- (iv) Actively assist KIAL In obtaining approvals from authorities for the operation of international passenger carriers
- (v) Prepare NITs and invite tenders for each of the business models developed for land monetization plans, invite tenders, carry out bid evaluation and finalize tenders including preparation and signing of agreements.
- (vi) Identification of investors for each of the activities and obtaining firm expressions of interest from preferred investors/ developers for aero and non-aero projects recommended by the consultant and identified for implementation in consultation with KIAL.
- (vii) Assist in running the procurement process for onboarding developers, investors and service providers for implementing other identified business development initiatives.
- (viii) Assist KIAL in re-negotiation with lenders / investors based on the revised business plan
- (ix) Assist in implementation of technology driven operational efficiency, revenue enhancement and cost optimization initiatives

Deliverables:

1. Drafts of renegotiated contracts and new agreements for existing and new investors and service providers
2. Reports and presentations to various stakeholders within the airport, regulators and Ministry of Civil Aviation
3. Tender documents and term sheets for selection of service providers and investors respectively
4. Bid evaluation reports and recommendation on selection of preferred partners/ service providers
5. Term sheets for discussion with bankers/lenders
6. MoUs/ Service Agreements with preferred service providers and investors

Annexure IB:

Bidder's Eligibility and Evaluation Criteria

A. Bidder shall be a Government Organization/PSU/PSE/ Partnership firm / LLP or a Limited company under Indian Laws. (Joint Ventures, consortiums, Association of persons etc. would not be accepted). Documentary proof of constitution of the bidder shall be submitted along with the bid.

B. Financial Criteria

The Bidder must have a minimum annual turnover of INR 250 crore on account of professional fees for providing advisory or consultancy to its clients for the last three financial years.

1. Audited Balance Sheet and Profit & Loss Statement for last three financial years i.e., 2015-16, 2016-17 and 2017-18 (or Financial Years 2015, 2016 and 2017 where the accounting years are so) are to be submitted as documentary evidence,
2. A certified statement verified by a statutory auditor

The financial statements and other documents evidence provided in support for this criteria must be on the Bidder's own name.

C. Technical Criteria

For the purpose of evaluation of this NIT, all projects and experience claimed shall be undertaken within 7 years from the date of this NIT. The consulting firm must fulfil all of the following technical criteria:

In the past 7 years prior to the date of this NIT,

1. Bidder should have completed at least 2 (two) consulting assignments related to business plan review and/or feasibility studies for airport infrastructure projects in India/abroad with at least one airport in India.
2. Bidder should have carried out at least 2 (two) assignments on economic impact analysis of airports, out of which at least one (1) assignment should be for an Indian airport.
3. Bidder should have carried out traffic forecasting for a minimum of 2 (two) airports, out of which at least one (1) assignment should be for an Indian Airport with annual traffic of 5 (five) mppa or more.
4. Bidder should have advised at least two airport operators on growth strategy and revenue enhancement initiatives.
5. Bidder should have at least 2 (two) consulting assignments related to Transaction advisory/ Optimal Land Use/ Feasibility Study / Business Plan/ Market Assessment/ Strategic Advisory/ Bid process Management for Commercial, Recreational or Mixed Use Land or Premises granted by the Government, regulatory commission, tribunal, statutory authority or any public or private sector entity
6. Team leader with MBA/PGDM/PhD from a reputed institution or equivalent qualification with minimum of 15 years of experience and having lead at least 3 (three) consulting/

advisory engagements in the categories mentioned above.

7. Team leader should be an employee of the Bidder for the last 7 years with expertise in aviation sector

D. Evaluation of Technical Capacity

To qualify as evidence for the experience claimed, the Bidder should submit:

- Detailed credentials for all projects claimed shall be provided as per Form II
- Detailed CVs of all key personnel shall be provided as per Form III.

The evaluation criteria for assessing the Technical capacity of Bidders is as follows:

S.no.	Technical Capacity	Max Marks
A	Project Experience	50
A.1	Bidder should have at least 2 (two) consulting assignments related to business plan review and/or feasibility studies for airport infrastructure projects in India or abroad with at least one in India in the last 7 (seven) years. Scoring: 5 or more projects: 12 marks 4 projects: 8 marks 2-3 projects: 5 marks	12
A.2	Bidder should have carried out at least 2 (two) assignments on economic impact analysis of airports. Scoring: 4 or more projects: 10 marks 2-3 projects: 5 marks	10
A.3	Bidder should have carried out traffic forecasting for a minimum of 2 (two) airports in India/abroad out of which at least one (1) assignment should be for an Indian Airport with annual traffic of 5 (five) mppa or more with an annual traffic of 5 mppa or more. Scoring: 6 or more projects: 9 marks 3-5 projects : 5 marks 2 projects: 3 marks	9
A.4	Bidder should have advised at least 2 (two) airport operators on real estate development initiatives/transactions, growth strategy (including traffic growth) and revenue enhancement initiatives or cost optimization initiatives. Scoring:	9

	3-5 projects: 9 marks 2 projects: 3 marks	
A.5	Transaction advisory/ Feasibility/ Optimal Land Use/ Business Plan/ Strategic Advisory/ Financial Assessment/ Bid process Management for Commercial, Recreational or Mixed Use Land or Premises granted by the Government, regulatory commission, tribunal, statutory authority or any public sector or private sector entity in past 7 (seven) years Scoring: 5 or more projects: 10 marks 2-4 projects: 5 marks	10

B	Key Personnel	30
B.1	Team Leader a) MBA/PGDM/ PhD or equivalent from a reputed institution b) At least 15 years of experience out of which at least 7 years as a team leader for projects in aviation sector c) Should have been team leader in at least 3 (three) consulting/ advisory engagements in airports in the last 7 years d) Should be an employee of the Bidder for the last 7 years with expertise in aviation sector Total projects as Team Leader: 8 or more projects: 10 marks 6-7 projects: 7 marks 4-5 projects: 5 marks 3 projects: 3 marks	10
B.2	Airport Sector Expert a) MBA/Masters/ PhD (Economics) b) Minimum 7 years of consulting experience in aviation sector c) Should have advised on at least <u>3</u> (three) consulting/ advisory engagements in airports in the last 7 years d) Should be an employee of the Bidder for the last 5 years with expertise in aviation sector Scoring: 8 or more projects: 7 marks 6-7 projects: 6 marks 4-5 projects: 5 marks 3 projects: 3 marks	5

B.3	<p>Finance Expert</p> <p>a) MBA/PGDM from reputed institution</p> <p>b) Minimum 7 years of consulting experience in aviation/infrastructure sector</p> <p>c) Should have advised on at least three (3) consulting/ advisory engagements in aviation sector for the last 5 (five) years.</p> <p>Scoring: 5 or more projects: 5 marks 4 projects: 4 marks 3 projects: 3 marks</p>	5
B.4	<p>Real Estate Expert</p> <p>a) MBA/CA/CFA/Masters in Planning or equivalent</p> <p>b) Minimum 10 (Ten) years' professional experience</p> <p>c) Should be on the rolls of the Applicant</p> <p>d) In the past 10 (ten) years, should have undertaken assignments for:</p> <ul style="list-style-type: none"> • at least 3 (three) PPP projects involving feasibility assessment and bid advisory for recreational or mixed use real estate for Govt./Public Sector Entity; and; • at least 3 (three) projects involving optimal use/ business plan/ feasibility assessment for recreational or mixed use real estate for Private Sector Entity; 	5
B.5	<p>Real Estate 'Market' Specialist MBA/CA/CFA or equivalent</p> <p>a) Minimum 7 (Seven) years' professional experience</p> <p>b) Should be on the rolls of the Applicant</p> <p>c) In the capacity of Real Estate Expert, in past 10 (ten) years, undertaken:</p> <ul style="list-style-type: none"> • at least 2 (two) eligible projects related to airport land development/ monetization • at least 3 (three) eligible project involving feasibility/ DPR/ market study in India or Abroad; 	5
C	<p>Adequacy of work plan and methodology</p>	10
	<p>Detailed Approach and Methodology & plan of action</p> <p>Detailed approach and methodology statement in response to the detailed scope of services (Annexure 1A), followed by presentation describing the understanding about the client's demands, tools and techniques to be used along with duties and responsibilities of key personnel and the proposed project plan.</p>	20

Total Technical Score		100

Note:

For the purposes of satisfying the eligibility under this NIT, 'Eligible Projects' shall be defined to include advisory projects for Commercial, Residential, Industrial, Recreational or Mixed Use Real Estate Asset Classes. Advisory projects shall be defined to include advisory engagements related to DPR/ feasibility preparation, business plan, valuation, PPP transaction advisory and not land or built up sale or leasing related advisory. Real Estate asset classes shall include Commercial Offices, Retail /Malls/Shopping Complexes, Hotels, Resorts, Serviced Apartments, Entertainment/Leisure Centers, Recreational facilities (Theme parks, Lakeside Developments, etc.), Tourism City/Destinations, and Airport/City Side Real Estate. However, these shall exclude advisory projects related to old age homes, time share residences, etc. public tourism projects such as aquariums, zoos, ropeways, etc. and infrastructure projects such as Multilevel Car Parks, Integrated Bus Terminals, Bus Shelters, Depots, highway way side amenities, waterway hubs, etc.

Annexure -II

UNDERTAKING FOR NOT HAVING BEEN BLACKLISTED

(Duly filled in the letter head of the tenderer)

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 tenderer with seal

Annexure –III

PART-II: FINANCIAL BID

Name of Work: Notice Inviting Tender for selection of consultant for review of Business Plan and preparation of Master Plan towards land monetization of Kannur International Airport

Tender No:

Name of Bidder

SI No.	Description of Work	Unit	Amount
1.	Price for review of Business Plan and preparation of Master Plan towards land monetization of Kannur International Airport as per the Scope of Services defined in Annexure 1A	Lump sum	
	In Figures		
	In Words		

Note: The Fees quoted shall not include GST. GST shall be paid extra on receipt of GST invoice. However the fee quoted shall include all other applicable Taxes.

- The Consultants shall carefully fill the bid offer both in figures and words in terms of percentage. Over writing shall not be permitted. Errors if any in the bid offer shall be corrected by striking out and rewriting clearly and initiated.
- If any difference is found in the bid given by the consultants in words and figures the lower of the two shall only be considered.
- The bidder is not allowed to make any alterations to the terms & Conditions. For any such alteration the offer of the consultants is liable for rejection..
- Kannur Airport reserves the right to reject any bid or all the bids without assigning any reason therefore.
- Conditional bid/offer will not be accepted.

Annexure –IV

Cover I: Technical Bid Compliance Statement

S	DOCUMENTS	“YES” for complied “NO” for not complied
01	Tender Cost / Fee : Rs 2,00,000/- (Rupees Two Lakh only) in the form of Demand Draft (DD) in favour of Kannur International Airport Limited, payable at Thiruvananthapuram.	
02	EMD (Earnest Money Deposit) : Rs 75,00,000/- (Rupees Seventy Five Lakh only) 50% in the form of A Demand Draft (DD)/Bank Transfer and balance in the form of a bank guarantee valid for valid for 180 days from bid submission date in favour of Kannur International Airport Limited, payable at Thiruvananthapuram.	
03	Annexure II : Undertaking for not having been blacklisted	
04	Form I : Covering Letter	
05	Form II: Consultant's Background and Experience	
06	Form III: Detailed CVs of key personnel	
07	Form IV: Composition of the team personnel and the task which would be assigned to each team member	
08	Documents / information relating to experience of the Independent Consultant as per clause 9 and 10 of the NIT document	
09	Documents / information relating to relevant qualification of professionals to be submitted as per clause 9 of the NIT document	
10	Chartered Accountant Certificate for the turnover for the last three financial years ending on 31.3.2018.	
11	Copy of abridged balance sheet along with Profit and Loss Account statement	
12	PAN & PF Account Numbers & GST Registration Certificate	
13	Any other information required in the Bidding Documents or considered relevant by the bidder	

Note: All documents furnished by the Bidder as per the requirement of Technical Bid Evaluation Criteria should be signed and stamped by the bidder or authorized signatory of bidder. Date:

Signature of tenderer with seal

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Kannur International Airport Limited
CIN: U63033KL2009SGC025103

Registered Office: "Parvathy", T.C.84/3, Chacka, NH Bypass, Thiruvananthapuram- 695 024. Phone: +91 471 2508668/70, Fax: +91 471 2508669 Web: www.kannurairport.aero, email: info@kannurairport.aero.
Airport Office: Kannur International Airport, Kara – Peravoor, Mattannur, Kannur- 670702, Ph: 0490 2481000

Annexure –V

Cover II: Compliance Statement

SL No	DOCUMENTS	"YES "for Complied "NO" for not Complied
01	Annexure III : Financial Bid	

Date:

Signature of tenderer with seal