

RFP for Setting up Flying Training Institute in Kalaburagi Airport on Public Private Partnership Basis

ADDENDUM-1 to RFP / Draft Concession Agreement

Sl No.	Clause No		
1.	1.2.11	<p>Base Price</p> <p>The base / reserve lease rental is fixed at Rs.620/- per Sqm per annum. This escalation will get revised as & when Airports Authority of India revises the same.</p> <p>In this document, the term “Highest Bidder” shall mean the Applicant / Bidder who is offering the Highest bid of annual lease rental, above the fixed base annual lease rent price of Rs.620 Sqm.</p>	<p>Base Price</p> <p>The base / reserve lease rental is fixed at Rs.575/- per Sqm per annum, for the first four years and the next revision will be due in fifth year (that is, next revision will be effective from 01.04.2022). and is escalated on 1st of April every year by 7.5% compounded annually. Further revision will be as per revised by Airports Authority of India (AAI).</p> <p>In this document, the term “Highest Bidder” shall mean the Applicant / Bidder who is offering the Highest bid of annual lease rental, above the fixed base annual lease rent price of Rs.575 Sqm.</p>
2.	2 A g. 6.1. g	<p>The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Agreement. The selected applicant shall submit the performance in the form of Bank Guarantee or Demand Draft. The performance security is Rs. 70 lakhs; which shall be submitted in the name Managing Director, KSIIDC, Bengaluru.</p>	<p>The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Agreement. The selected applicant shall submit the performance in the form of Bank Guarantee or Demand Draft. The performance security is Rs. 25 lakhs (Twenty Five lakhs only); which shall be submitted in the name Managing Director, KSIIDC, Bengaluru.</p>
3.	2 A h	<p>The Airport and other specific infrastructure facilities</p>	<p>The Airport and other specific infrastructure facilities will</p>

	6.1. h	will be allowed to be utilized by the applicant for a period of 10 years but the initial permission shall be limited to 5 years which shall be renewed after 5 years.	be allowed to be utilized by the applicant for an initial period of 10 years and extendable by another 10 years.
4.	2.13.1.4	<p>FINANCIAL</p> <p>a) The applicant should have an authorized / paid up capital of more than Rs.1 Crore.</p> <p>b) Certificate of Net worth of Rs.2.5 Cr</p> <p>c) An average annual turnover of the applicant must be Rs. 2 cr. during each of previous 3 years.</p> <p>d) Average annual turnover of the applicant in aviation / training sector must be atleast Rs 1 Crore during each of previous 3 years</p>	<p>FINANCIAL</p> <p>a) The applicant should have an authorized / paid up capital of more than Rs.50 lakhs.</p> <p>b) Deleted.</p> <p>c) An average annual turnover of the applicant must be Rs.25 lakhs during each of previous 3 years.</p> <p>d) Average annual turnover of the applicant in aviation / training sector must be atleast Rs 10 lakhs during each of previous 3 years</p>
5.	2.2.2	<p>To be eligible for qualification, an Applicant / Bidder shall fulfil the following conditions of eligibility:</p> <p>(A) Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant / Bidder shall, over the past 5 (five) financial years preceding the Application Due Date, have:</p> <p>(i) paid for, or received payments for, construction of Eligible Project(s); or</p> <p>(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 7.2.1; such that the sum total of the above is more than Rs. 1 Crore (Rupees One Crore) (the “Threshold Technical Capacity”).</p> <p>Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 7.2.1.</p>	<p>To be eligible for qualification, an Applicant / Bidder shall fulfil the following conditions of eligibility:</p> <p>(A) Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant / Bidder shall, over the past 3 (three) financial years preceding the Application Due Date, have:</p> <p>(i) paid for, or received payments for, construction of Eligible Project(s); or</p> <p>(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 7.2.1; such that the sum total of the above is more than Rs. 25 lakhs (Rupees Twenty Five Lakhs) (the “Threshold Technical Capacity”).</p> <p>Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 7.2.1.</p>

		<p>(B) Financial Capacity: The Applicant / Bidder shall have (the “Financial Capacity”):</p> <p>(i) A minimum Net Worth of Rs. 2.5 Crore (Rupees Two Crore Fifty Lakhs) at the close of the preceding financial year, and</p> <p>And</p> <p>(ii) An average annual turnover of Rs. 10 Crore (Rupees ten Crore) for the preceding 5 (Five) financial years</p>	<p>(B) Financial Capacity: The Applicant / Bidder shall have (the “Financial Capacity”):</p> <p>(i) Deleted.</p> <p>And</p> <p>(ii) An average annual turnover of Rs. 25 lakhs (Rupees Twenty Five Lakhs) for the preceding 3 (Three) financial years and Rs.10 lakhs in aviation / training sector</p>
6.	2.2.4	<p>The Applicants / Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:</p> <p>(i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant / Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and</p>	<p>The Applicants / Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:</p> <p>(i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant / Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and</p>
7.	7.4.1	<p>The submissions in Envelope-I must be accompanied by the Audited Annual Reports of the Applicant / Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.</p>	<p>The submissions in Envelope-I must be accompanied by the Audited Annual Reports of the Applicant / Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.</p>

8.	7.4.2	In case the annual accounts for the latest financial year are not audited and therefore the Applicant / Bidder cannot make it available, the Applicant / Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant / Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.	In case the annual accounts for the latest financial year are not audited and therefore the Applicant / Bidder cannot make it available, the Applicant / Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant / Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
9.	2	AND WHEREAS, the Licensee is desirous of being granted a Licence for using the said plot of land for a period for 10 years in the first instance for purpose of constructing the hangar / structures / installations more fully described hereunder for the purpose of Flying School.	AND WHEREAS, the Licensee is desirous of being granted a Licence for using the said plot of land for a period for 20 years in the first instance for purpose of constructing the hangar / structures / installations more fully described hereunder for the purpose of Flying School.
10.	3	NOW HEREBY it is agreed between the said Authority and the Licensee that in consideration of the premises and on payment of Rs.____ P.S.M.P.A. with 7.5% annual compounded increase as Licence Fee and also on payment of the Lease rental amount as indicated herein below, the Authority grants unto the Licensee and authorizes him to use the said plot of land for a period of TEN years from _____ to_____, extendable by another 5 years on mutually agreed terms & conditions.	NOW HEREBY it is agreed between the said Authority and the Licensee that in consideration of the premises and on payment of Rs.____ P.S.M.P.A. with 7.5% annual compounded increase as Licence Fee and also on payment of the Lease rental amount as indicated herein below, the Authority grants unto the Licensee and authorizes him to use the said plot of land for a period of TEN years from _____ to_____, extendable by another 10 years on mutually agreed terms & conditions.
11.	14.	The Licensee shall deposit Security Deposit in the form of Pay Order / Bank Draft / Bank Guarantee for an amount equal to 12 Months revenue payable to KSIIDC towards land Licence fee plus lease rent during the 5 th year of the Contract for the due fulfillment and	The Licensee shall deposit Performance Security in the form of Pay Order / Bank Draft / Bank Guarantee for an amount of Rs.25 Lakhs payable to KSIIDC towards land Licence fee plus lease rent during the 5 th year of the Contract for the due fulfillment and performance by him of the terms and conditions herein contained provide the Authority may

	<p>performance by him of the terms and conditions herein contained provide the Authority may accept in lieu thereof deposit receipt of a Nationalized / Scheduled Bank in such denominations as may be prescribed by the Authority duly endorsed in its favor. In the event of the Licensee committing any breach of the terms and conditions herein contained and on his part to be observed and preformed, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as he may be called upon by the Authority to pay so that the Security Deposit shall at all times during the continuance of these present, be above the said sum. On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to him without any interest.</p>	<p>accept in lieu thereof deposit receipt of a Nationalized / Scheduled Bank in such denominations as may be prescribed by the Authority duly endorsed in its favor. In the event of the Licensee committing any breach of the terms and conditions herein contained and on his part to be observed and preformed, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as he may be called upon by the Authority to pay so that the Performance Security shall at all times during the continuance of these present, be above the said sum. On the expiration or earlier determination of the term of the contract, the Authority shall return the Performance Security or part thereof which has not been forfeited as aforesaid to him without any interest.</p>
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