

APPLICATION FOR PURCHASE OF REQUEST FOR PROPOSAL (RFP) DOCUMENT(S)

Place: Mumbai

Date: 30th October 2023

To,
GM – Finance,
Mumbai International Airport Limited,
Chhatrapati Shivaji Maharaj International Airport,
Terminal 1, Santacruz (East), Mumbai – 400 099, India.

Dear Sir,

Subject: Confirmation for participating in competitive bidding process for non-aeronautical concession(s) at CSMIA by
_____ *[insert name of the Applicant]* ("Applicant")

1. This is to confirm that we, _____ *[insert name of the Applicant]* are interested in participating in the non-aeronautical concession bidding process for the following opportunity and submit our application as hereinbelow ("**Application**"):

Sr. No.	Category of the Outlet	Type	Location of the Outlet	Approx. Area (sqm)	Term (yrs)
(A)	(B)	(C)	(D)	(E)	(F)
1	F&B	Cart/Kiosk/Outlet	T1 and T2 of CSMIA	70	8

- Detailed scope and terms shall be provided in the RFP
- Final area (in sqm) shall be as per the terms of the RFP

2. ELIGIBILITY CRITERIA

We meet the eligibility criteria for participation in the bidding process as under, on our own / through our Affiliate
_____ *[insert name of the Affiliate]*.*

A. Financial Eligibility Criteria: Turnover

We, have a minimum turnover of Rupees Two Crores (Rs. 2 Crores) in the Financial Year 2022-23 as per the audited financial statements.

[Strike out which is not applicable]

B. Financial Eligibility Criteria: Net Worth

For the purpose of this Application:

- (i) **"Affiliate"** shall, with respect to the Entity ("**Subject Person**"), mean any Entity who, directly or indirectly, (a) Controls the Subject Person, (b) is Controlled by the Subject Person, or (c) is Controlled by the same person who, directly or indirectly, Controls the Subject Person. The expression "**Control**" shall include (i) with respect to a person who is the largest shareholder by virtue of its direct and / or indirect shareholding in a company and who is having minimum 26% (twenty six percent) of the voting shares in such company; or (ii) the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner; and "**Controlling**" and "**Controlled by**" shall be construed accordingly.

C. We have attached the following supporting documents substantiating our eligibility:

(i) **Supporting documents in case of Affiliate(s):**

Certificate from the Statutory Auditor or a practising Company Secretary certifying relationship of Affiliate between the concerned entity and the Applicant.

(ii) **Supporting documents in case of Financial Eligibility Criteria:**

Certificate from the statutory auditor certifying the turnover and Net Worth of such entity(ies) in accordance with the audited financial statements of the Applicant / Affiliate(s), as the case may be.

3. Accordingly, we submit herewith the amount of **Rs. 1,00,000/- (Rupees One Lakh only) for RFP document** as indicated in (1) above as per details below:

Direct transfer to MIAL account from _____ (Bank name) on _____ (date) vide transfer advice no. _____ **[proof to be attached]**

4. Our other details are as follows:

Heading	Details
Address	
Nature of Applicant (Company / Partnership Firm / LLP etc.)	
PAN (PI enclose copy)	
GST Registration No. (PI enclose copy)	
Name and Email ID of the Contact Person	

5. We understand that this amount is refundable and is inclusive of GST at the rate of 18%.
6. We further acknowledge and confirm that MIAL at its sole discretion reserves the right to reject our Application. In case of rejection, the amount submitted by us shall be refunded by MIAL.
7. We hereby confirm that as on the date of submission of this Application, there are no disputed outstanding dues payable by us or any of our Affiliates to MIAL or any of its Affiliates. Further, we confirm that we have not defaulted or non-complied with any of the terms, conditions and covenants of any agreement entered with MIAL or any of its Affiliates. Further, we also confirm that we shall pay, if applicable, all the future dues as per the existing agreement between us or any of our Affiliates to MIAL or any of its Affiliates on or before the last date for submission of bids.
8. We hereby confirm that all the information furnished in this Application is true and correct.

9. We request you to send us the Request for Proposal (RFP) document(s) for the outlet(s) indicated above, by email to the address specified in (4) above, upon realisation of the amount.
10. We further acknowledge and confirm that MIAL, in its sole discretion, may amend / reconfigure / re-align any of the above-mentioned proposed outlets prior to issue of the RFP to us. Further, we also acknowledge and confirm that MIAL may, at its sole discretion, decide to cancel the bidding process for any or all of the categories stated above, without assigning any reasons therefor.
11. We hereby confirm that MIAL shall be entitled to reject our Application, if it is received by MIAL after the last date and time for submission; and/or if we are unable to meet / substantiate the eligibility criteria specified in (2) above.
12. We represent and warrant that we [are / are not] [*strike out which is not applicable*] Group Entity(ies), of MIAL or its shareholders (other than AAI). For this purpose, (i) "Group Entity" with respect to a specified Entity, means any other Entity directly or indirectly controlling, controlled by or under common control with such specified Entity; provided however, that, for purposes of this definition, the terms "controlling", "controlled by" or "under common control with" mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect or appoint at least 50% (fifty percent) of the directors, managers, partners or other individuals exercising similar authority with respect to such Entity; and (ii) "Entity" means a company incorporated in India or a partnership firm or a limited liability partnership or an individual/ sole proprietor, a Hindu undivided family, an association of persons, a body of individuals, trusts and any other artificial juridical person based in India or abroad.
13. We represent and warrant that we, our directors, our key managerial personnel, our partners and our shareholders [are / are not] [*strike out which is not applicable*] Related Party, of MIAL or its directors or its shareholders. For this purpose, Related Party shall have the same meaning as assigned to it under section 2(76) of the Companies Act, 2013 read with the Companies (Specification of definitions details) Rules, 2014.

14. Confidentiality Undertaking:

We hereby undertake and agree to keep the Information (as defined below) confidential. We acknowledge that the Information is confidential information of MIAL and is provided solely for the purpose of enabling us to participate in the competitive bidding process for non-aeronautical concession(s) indicated by us in the table above ("**Specified Purpose**").

We hereby undertake and agree that in consideration of receipt of such Information we shall abide and be bound by the following terms:

- (A) **"Information"** means any and all documents and information, provided by or on behalf of MIAL to us or otherwise obtained by us pursuant hereto or negotiations and discussions with MIAL, including without limitation, any clarifications, amendments, tender documents or RFP documents subsequently issued, drafts of definitive agreements, information obtained through interactions with MIAL and site visits (if any), all technical, commercial, financial, operational, legal or statistical information, all agreements, plans, layouts and documents in relation to CSMIA, in each case whether in writing, electronic form or other tangible form or disclosed by oral or visual presentation or other intangible method.
- (B) We shall use the Information solely for the Specified Purpose. We shall maintain the confidentiality of the Information and shall not disclose the Information to any person, other than:
 - (i) our employees, professional advisors and consultants, who have a need to know in connection with the Specified Purpose; and
 - (ii) a party with the prior written consent of MIAL; provided in each case that (a) we shall ensure that such party agrees to appropriate confidential treatment of such Information as per the terms hereof; and (b) we shall be solely responsible for any act by such parties which results in the Information not being treated in accordance with the confidentiality provisions hereof.
- (C) Confidentiality obligations hereunder shall not apply to any Information that (i) is or becomes available in the public domain, other than by breach of confidentiality obligations by us or any other party, (ii) is in our possession prior to its disclosure by MIAL and rightfully received without any breach of confidentiality by any party. If we are required to disclose any Information pursuant to any applicable laws or an order of any judicial or statutory authority, we shall give MIAL reasonable prior notice of the circumstances of such requirement prior to disclosing such information and shall co-operate with MIAL to minimize the extent of disclosure, including in any effort by MIAL to contest or obtain a protective order against such requirement.
- (D) We shall return to MIAL all Information including without limitation all originals, copies, extracts and summaries thereof (including information on electronic media), and certify to MIAL that we have returned such Information within two days of such request by MIAL.

(E) We agree that the use or disclosure of the Information in breach of these confidentiality provisions will cause irreparable harm or injury to MIAL, which is incapable of recompense by way of damages. Accordingly, we agree that MIAL is entitled to seek injunctive or other appropriate relief to restrain any breach or threatened breach of these confidentiality provisions.

15. We acknowledge and agree that the payment of amount, receipt of the RFP document(s), participation in the RFP process or submission of any bid(s) under or pursuant to the RFP document(s) does not and would not be deemed to create any rights or expectations whatsoever in our favour. We agree and acknowledge that nothing contained herein or in the RFP process shall constitute any offer by MIAL to enter into any contract with us. We acknowledge and agree that the acceptance, rejection or disqualification of our Application, issue of the RFP document(s) and award of the concession(s) at any stage is at MIAL's sole discretion and any decision taken by MIAL pursuant hereto is final and binding on us and we shall have no rights or claims in relation to any decision of MIAL pursuant to the RFP process.

Thanking you,
Yours sincerely,

For _____
[insert name of the Applicant]

[Signature of the Authorised Signatory with stamp]

Name: _____

Title: _____

Attachments:

- (i) **Supporting Documents as specified in (2)(C) above**
- (ii) **Proof of payment as specified in (3) above**
- (iii) **PAN card and GST registration copy as specified in (4) above**

Instructions for Payment –

Amount has to be paid by way of direct transfer into current account of MIAL as per details stated below:

Name of the Company	Mumbai International Airport Limited
Name of the Bank	State Bank of India
Address of the Bank	Industrial Finance Branch, B-202, Parinee Crescenzo, Plot No. C-38 & C-39, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051.
Account No.	37658553534
IFSC Code of the branch	SBIN0008965
MICR Code of the branch	400002123
