

**TENDER NOTICE FOR DEVELOPMENT, INSTALLATION, OPERATION,
MANAGEMENT AND MAINTENANCE OF ADVERTISING MEDIA AT CHHATRAPATI
SHIVAJI MAHARAJ INTERNATIONAL AIRPORT, MUMBAI**

Mumbai International Airport Limited (“**MIAL**”), a company registered under the Companies Act, 1956, has executed the Operation, Development and Management Agreement with Airports Authority of India, dated 04th April 2006 (“**OMDA**”) for exclusively carrying out operations, development and management of Chhatrapati Shivaji Maharaj International Airport (“**CSMIA**”), Mumbai, Maharashtra.

MIAL has decided to invite qualified and experienced parties to participate in competitive bidding process for development, installation, operation, management and maintenance of advertising media at CSMIA (“**Concession**”). In this regard, MIAL intends to issue Request for Qualification (“**RFQ**”) for the short-listing of prospective applicants (“**Prospective Applicants**”) to undertake the proposed activities.

Prospective Applicants meeting the conditions mentioned in the RFQ will be shortlisted to participate in the second stage of the Tender Process (as defined in the RFQ), based on the technical, financial and other information provided by them in their response to the RFQ. A Prospective Applicant willing to participate in the RFQ Stage (as defined in the RFQ) will be provided with the RFQ, subject to meeting the following conditions:

- (a) submission of the non-disclosure undertaking (“**NDU**”) as per the form attached in **Annexure A**, duly filled, initialled and stamped by the Prospective Applicant;
- (b) payment of a fee of Rs. 15,00,000/- (Rupees fifteen lakhs only) (“**Fee**”) by way of direct transfer to the bank account of MIAL as specified in the **Annexure B**; and
- (c) submission of the Registration Form as per the attached **Annexure C**, dully filled, initialled and stamped on the letterhead of the Prospective Applicant.

Scanned copy of the NDU, proof of payment of Fee and Registration Form as specified in (a), (b) and (c) above shall be submitted on **jaimin.shah@in.ey.com**, on or before October 18, 2024, 5:00 PM IST.

Upon receiving the documents mentioned above, the Prospective Applicants shall be provided the RFQ.

The Prospective Applicant shall submit the original hard copy of NDU (in terms of Annexure A), to the following mailing address:

General Manager – Finance,
Mumbai International Airport Limited,
Chhatrapati Shivaji Maharaj International Airport,
Terminal 1, Santacruz (East), Mumbai – 400 099, India

The Prospective Applicants may seek further clarifications related to this notice through the e-mail specified hereinabove in this Tender Notice. Responses (if any) to the queries of Prospective Applicants shall be provided to their registered email addresses. MIAL reserves the right not to answer any or all of the queries as it deems appropriate.

ANNEXURE A
Form of Non-Disclosure Undertaking
(on adequate stamp paper)

NON-DISCLOSURE UNDERTAKING

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

Re: Non-Disclosure Undertaking

Dear Sir/ Ma'am,

- (a) We acknowledge that Mumbai International Airport Limited (“**MIAL**”) is inviting applications from interested parties who are intending to carry out development, installation, operation, management and maintenance of advertising media (the “**Concession**”) at the Chhatrapati Shivaji Maharaj International Airport, Mumbai (the “**Airport**”) by way of a two-stage competitive bidding process (“**Tender Process**”).
- (b) We intend to participate in the Tender Process and in relation thereto, we are in receipt of the tender notice dated [•] (“**Tender Notice**”). We acknowledge that the Request for Qualification (“**RFQ**”) and the Request for Proposal (“**RFP**”) to be issued by MIAL contains certain Confidential Information (*defined below*) with respect to *inter alia* the Concession.
- (c) We note that we are required to provide the non-disclosure undertaking as a part of the Tender Process, and as a pre-condition to obtain the RFQ by us. Accordingly, we have executed this non-disclosure undertaking (“**NDU**”) in favour of MIAL to ensure the non-disclosure and confidentiality of such Confidential Information to be provided to us as a part of the Tender Process.
- (d) For the purpose of this NDU, “**Confidential Information**” means the Tender Notice, the RFQ, the RFP, any additional documents provided as a part of the subsequent stages of the Tender Process, and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) MIAL or obtained directly or indirectly from MIAL or its representatives by us, or which is any information or data that we receive or have access to, as a result of or consequent to being a part of the Tender Process, as being information of MIAL, provided that such term does not include information that was publicly known or otherwise known to us prior to the time of such disclosure.
- (e) We hereby undertake and agree as follows:
 - (i) that the Confidential Information is privileged and confidential and is received under a duty of confidentiality to MIAL;
 - (ii) we shall at all times keep the Confidential Information secret and strictly confidential;
 - (iii) we shall not directly or indirectly, disclose or distribute, reproduce, copy or communicate in any way, any Confidential Information or otherwise make it available to any person without the prior written consent of MIAL (which may be withheld in MIAL’s absolute discretion) other than as permitted in this NDU;
 - (iv) we shall use the Confidential Information solely for the purpose of the Tender Process in a manner that shall not be detrimental to MIAL and not for any other purpose

including, without limitation, to compete with MIAL in connection with any business carried on by it or to develop or obtain any intellectual property rights or patents;

- (v) we shall furnish Confidential Information only to those officers, employees, and advisors, who strictly need to know the Confidential Information in connection with and exclusively for the purpose of the Tender Process;
- (vi) we shall not use the Confidential Information in the future conduct of our proprietary operations or for any other transaction or contractual relationship, other than for the participation in the Tender Process;
- (vii) we shall keep (and shall ensure that any person to whom any Confidential Information is disclosed in accordance with this NDU shall keep) the Confidential Information secure and properly protected against theft, damage, loss and unauthorized access (including access by electronic means);
- (viii) we shall notify MIAL immediately upon becoming aware that the Confidential Information or any part thereof has been disclosed to or obtained by a third party (otherwise than as permitted under this NDU);
- (ix) we agree to not to reverse engineer any Confidential Information furnished by MIAL and shall not without the prior written consent of MIAL, disclose to any other person, the Confidential Information or the fact that the Confidential Information has been disclosed to us under this NDU, or any of the terms and conditions, status or other facts with respect thereto;
- (x) prior to making any disclosure of Confidential Information to any person, as permitted under this NDU, we shall procure that such persons are: (a) our officers or employees bound by confidentiality obligations; or (b) advisors or other personnel engaged by us who are either bound by terms of engagement with us imposing the obligation to keep such information confidential or that such persons agree in writing to keep such information confidential on terms no less onerous than those contained in this NDU;
- (xi) in case our application (submitted pursuant to the RFQ) is not accepted or we are not adjudged successful as a part of the Tender Process, we shall immediately on demand by MIAL:
 - A. return all Confidential Information including without limitation, all originals, copies, reproductions, and summaries of Information; and
 - B. destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.

Further, additionally, we shall certify to MIAL that we have returned or destroyed such Confidential Information within 2 (two) days of such a request being made by MIAL.

- (f) We acknowledge that the signatory to this NDU has been duly authorized by us to sign and submit this NDU on behalf of the undersigned and the same shall be binding on us.

Date:

For [name of the Prospective Applicant]

[name and designation of the signatory]

ANNEXURE B

Bank Account Details for Payment of Fee

Prospective Applicants interested in participating in the Tender Process are requested to pay the prescribed Fee by way of direct transfer in the following escrow bank account during the timeline stipulated in the Tender Notice:

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

The Fee paid by the Prospective Applicants who qualify in the RFQ stage is adjustable against the bid security at the proposal stage of the Tender Process. However, Fee paid by the Prospective Applicants who do not qualify at the RFQ stage will be refunded by MIAL within 45 (forty-five) days from the end of the RFQ process.

ANNEXURE C

Registration Form

(On the letter head of Prospective Applicant)

Details to be provided by Prospective Applicants;

- (i) Entity Name –
- (ii) Company Registration No. –
- (iii) Registered Address –
- (iv) Permanent Account Number (PAN) –
- (v) Date of Incorporation –
- (vi) Nature of Business –
- (vii) GST Registration Number -
- (viii) Contact details of Authorized Representative of the Prospective Applicant (Nominated Person)–
 - Name :
 - Designation :
 - Address :
 - Official Email ID :
 - Mobile No. :

The Address and the email ID provided here shall be used for the communication by MIAL.

All information provided hereinabove are true and correct. I understand and declare that in case of any false and/ or incorrect information, the registration shall stand cancelled.

Date:

For [name of the Prospective Applicant]

Signature of Authorized Representative

[name & designation of the signatory]