
CHATRAPATI SHIVAJI MAHARAJ INTERNATIONAL AIRPORT

FOR

Hiring of residential accommodation
from private parties/public sector
enterprises for CISF personnel
deployed at CSMI Airport Mumbai.

Date of issue: 14th March 2023

Last date for submission: 21st March 2023

DISCLAIMER

1. The information contained in or as part of the Expression of Interest document ("EOI") or otherwise provided to Applicants, was obtained from various sources and is offered in good faith for the guidance of the Applicants only.
2. Each Applicant is obliged to become acquainted with all of the provisions of the Applicable Laws affecting the Application, the execution of the Agreement and fulfilment of its terms. Applicants are deemed to have knowledge of and be in full compliance with all the Applicable Laws. Applicants acknowledge and agree that MIAL shall be entitled to disqualify any Applicant and exercise any other remedies it may have (including, without limitation, seek damages for loss of profit / loss of revenues), if any proceedings are brought against any Applicant and / or MIAL and / or any party, for breach of any Applicable Laws in relation to such Applicant's Application.
3. Any communication to the Applicants from MIAL shall be valid only if received in writing from any person authorized by MIAL.
4. The EOI is not intended to form the basis of a decision to enter into any transaction with respect to the Agreement or any other investment decision and do not constitute an offer, invitation, or recommendation to enter into or make any such transaction or decision.
5. Neither MIAL nor its employees, agents, directors, consultants, advisors, contractors or sub-contractors, make any representation or warranty, express or implied, or accept any responsibility or liability as to the accuracy or completeness of the information contained in the EOI or information made available or to be made available in connection with MIAL, its business activities or the Airport and nothing contained herein or provided or to be provided to the Applicants is or shall be relied upon as a promise or representation, whether as to the past or as to the future.

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Section I : OBJECTIVE and SCOPE OF WORK

1.1 BACKGROUND AND PROJECT DETAILS

A. ABOUT MIAL

Mumbai International Airport Limited ("**MIAL**") is operating, managing and developing the Chhatrapati Shivaji Maharaj International Airport, Mumbai ("**CSMIA**") pursuant to the Operation, Management and Development Agreement dated April 4, 2006 entered into between Airports Authority of India and MIAL ("**OMDA**").

Under the OMDA, MIAL has the exclusive right and authority, *inter alia*, to operate, manage and develop and to provide aeronautical and non-aeronautical services at CSMIA for a term of 30 years starting from May 3, 2006, with an option (subject to the provisions of the OMDA) to extend the term for an additional period of 30 years.

B. SCOPE OF WORK

MIAL intends to appoint agency for hiring residential accommodation for CISF personnel deployed at CSMI Airport, Mumbai as per following. ("**Work**").

- i) Family residential accommodation for CISF

Type	No of Flats	Monthly rent range	Carpet area in sqft
2 BHK	600 (+/-10%)	10,000 (+/-10%)	550 to 650
1 BHK	500 (+/-10%)	6,500 (+/-10%)	390 to 450
Total	1100		

- ii) Bachelor residential accommodation for 250 CISF personnel. Preferably in one building/premises. Lease rent range for accommodating 250 personnel to be considered between Rs 7000 to Rs 8000 per person.

The objective of this is to provide suitable family and bachelor accommodation as per HRA eligibility of CISF individual.

Scope of hiring of family residential accommodation

- 1) It will be preferred to have all the accommodation in one building/ premises of single owner. However real estate agents having bulk properties in same locality of multiple owners can also apply.
- 2) The accommodation should be ready to move in with all necessary services like water supply, electricity, security, fire & safety arrangements, basic amenities (Including school, college etc in close proximity).
- 3) The owner of the flat to provide the accommodation initially with fresh internal distempering / whitewashing on the walls and paint work on doors/windows. Subsequently, the complete paint project to be done once every two years.
- 4) The residential accommodation offered in the EoI must be free from all encumbrances, charges, claims and legal disputes etc. The landlord/owner is required to furnish an undertaking/affidavit to this effect. The lease shall be in the name of authority and not in the name of individual residents. The authority shall be at the liberty to provide any of the leased residential accommodation to any of CISF officers from time to time at its sole discretion and the same shall not be subject to question. The lease agreement shall be minimum for three years at one instance with provision of further renewal. The rent charges shall be paid by the authority and not by the occupant.

Scope of hiring of bachelor residential accommodation

- 1) It will be preferred to have all the accommodation in one building/ premises of single owner.
- 2) The accommodation should be ready to move in with all necessary services like water supply, electricity, security, fire & safety arrangements, basic amenities.
- 3) The owner of the complex to provide the accommodation initially with fresh internal distempering / whitewashing on the walls and paint work on doors/windows. Subsequently, the complete paint project to be done once every three years.
- 4) The residential accommodation offered in the EoI must be free from all encumbrances, charges, claims and legal disputes etc. The landlord/owner is required to furnish an undertaking/affidavit to this effect. The lease shall be in the name of authority and not in the name of individual residents. The authority shall be at the liberty

to provide any of the leased residential accommodation to any of CISF officers from time to time at its sole discretion and the same shall not be subject to question. The lease agreement shall be minimum for three years at one instance with provision of further renewal. The rent charges shall be paid by the authority and not by the occupant.

- 5) The ceiling fans and electrical fixtures shall be provided by the owner.
- 6) Periodical maintenance of each flat to be done by owner.

Interested parties are free to recommend innovative solutions

C) INVITATION

MIAL hereby invites all interested companies, whether private or public, registered in India ("**Applicant(s)**") and having experience in real estate and can provide/arrange properties on lease in bulk quantities, to submit their expression of interest by way of an application ("**Application**"). MIAL intends to shortlist Applicants based on the Application submitted by them for further bidding process. It is clarified that mere invitation by MIAL for participating in further bidding process does not constitute any contract between MIAL and any Applicant(s).

1.2 SCHEDULE FOR EOI PROCESS

The schedule for EOI process is specified in Clause 2.2 below. MIAL reserves the right to change the schedule at its sole discretion. Any such changes shall be intimated to the respective Applicant at the email address specified in its Application.

1.3 CONTACT DETAILS

The following is the address and contact details for submission of Applications (by courier or registered post or hand delivery) in accordance with this EOI:

**Head - Procurement,
Mumbai International Airport Limited,
Chhatrapati Shivaji Maharaj International Airport,
Near Terminal 1B Arrivals, Santacruz (East), Mumbai - 400 099, India**

Applicants may seek clarifications in relation to this EOI by sending an email to:
procurement.csmia@adani.com; vinit.kumar@adani.com

For all email communications related to this EOI, please mention subject as "**EOI: Hiring of lease residential accommodation**" in the subject line of the email.

1.4 DEFINITIONS & INTERPRETATIONS

- A. Throughout this EOI, unless indicated otherwise by the context, the singular also means plural.
- B. Any reference in this EOI to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be from time to time amended, modified, extended, or re-enacted, whether before or after the date of this EOI.
- C. The words "hereof," "herein", "hereunder" and words of similar import when used in this EOI shall refer to this EOI as a whole and not to any particular provision of this EOI. The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- D. The headings and sub-clauses of this EOI are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- E. Words and abbreviations, which have well known technical or trade or commercial meanings are used in this EOI in accordance with such meanings.
- F. References to recitals, clauses are, unless the context otherwise requires, references to recitals and clauses of this EOI.
- G. References to days, months and years are references to calendar days, calendar months and calendar years respectively.
- H. References to person shall mean any natural or legal person.
- I. References in this EOI to any consent or approval or permission or satisfaction or confirmation or certificate or agreement by an Entity shall, in each case, mean in written form and signed by an authorized signatory of such Entity.
- J. "Applicable Laws" means all laws, statutes, rules, regulations, codes, treaties, of any national, state or local government or any statutory or regulatory authority; all orders, decrees, rules, directions, guidelines, notifications or interpretations of any executive, administrative, judicial or quasi-judicial body; including all Applicable Permits; all as in force and effect from time to time; that are applicable to or binding upon (i) the person the property, or matter in question; or (ii) the Work or any portions thereof.
- K. "Applicable Permits" means all consents, approvals, registrations, licenses, no-objections and permits required under or pursuant to the Applicable Laws.
- L. " CISF" means the Central Industrial Security Force.
- M. "HRA" means House Rent Allowances

Section II : EOI Process

2.1 AWARD PROCESS

- A. The purpose of this EOI process is to enable MIAL to understand the capabilities of prospective partners for the Supply of Family and bachelor residential flats to CISF personnel deployed at CSMIA Mumbai.
- B. MIAL will use a two-stage award process to grant contract for the project. The stages are:
- Phase 1: EOI Stage
 - Phase 2: Tender Stage
- C. In the first phase, MIAL intends to gather relevant information and understand the capabilities of the interested parties.
- D. In the second phase, MIAL will publish a tender to shortlist Applicants based on the criteria which will be set out in the tender document.

2.2 TIME SCHEDULE

Date	Event
14 th Mar, 2023	Date of publishing EOI (Newspaper advertisement, website)
21 st Mar, 2023	Last Date for Submission of Applications

MIAL reserves the right to change the above schedule at its sole discretion. Any such changes shall be intimated to the respective Applicant at the email address specified in its Application.

2.3 APPLICATION FORM

A. Contents

- The Application shall be an online submission in PDF format comprising of the following:
 - ❖ Application Form along with necessary documents as per **O and Annexure 2**.
 - ❖ Applicant credentials, company profile, relevant experience, list of clients, etc.
 - ❖ Applicant Company's financial details like certified turnover details for last three years, etc.
 - ❖ Other documents indicating competency of Applicant for the Work as per **Annexure 2**.

- ii. All documents comprising the Application shall become the property of MIAL and shall not under any circumstances be returned to the Applicants. MIAL shall be free to utilize any information / data provided to it as a part of the Application in any manner that it deems fit.
- iii. MIAL shall not be responsible for the loss or non-receipt or delay in the receipt of any EOI application sent by post or courier.
- iv. MIAL has the exclusive and final right of acceptance/rejection of applications from any of the parties/Applicants.

2.4 DISQUALIFICATION

MIAL shall have the right to disqualify any Applicant if, in MIAL's opinion:

- i. the Applicant, or any employee, officer, agent, director, advisor, consultant, contractor, sub-contractor, servant or staff member of, or any person associated with such Applicant has or may reasonably be thought to have, at any time, involved in any dishonest, fraudulent, illegal or unlawful business practices whether in connection with the Application or otherwise; or
- ii. the Applicant engages in anti-competitive behavior including, collusion between Applicants or solicitation of MIAL's employees, agents, directors, consultants, advisors, contractors, or sub-contractors. Applicants may only have contact with the authorized official of MIAL solely for the limited purpose of submission of Applications and queries concerning the EOI and other matters as provided for in the EOI; or
- iii. the Applicant breaches any of the terms and conditions contained in the EOI; or
- iv. the Applicant or any of the affiliates or any of their employees, directors:
 - a. has been disqualified from a tendering process by MIAL or its Application was rejected by MIAL or a contract awarded to it is under dispute for material breach; or
 - b. has withdrawn from the tendering process conducted by MIAL after award of contract; or
 - c. is has been either directly or indirectly involved in any frivolous or vexatious litigation against MIAL; or
 - d. has been convicted in any criminal case;

- v. any other fact or circumstance exists, which justifies such disqualification.

The decision of MIAL in this regard shall be final and binding on all the Applicants.

2.5 MISCELLANEOUS

- A. The EOI process shall be subject to provisions of OMDA.

Annexure 1: Application Form

[Place, Date]

To: Head – Procurement,
Mumbai International Airport Limited,
Terminal 1, Chhatrapati Shivaji Maharaj International Airport,
Santacruz (E), Mumbai 400 099.

Dear Sir:

Sub: Application in response to the EOI for Hiring of residential accommodation from private parties/public sector enterprises for CISF personnel deployed at CSMI Airport Mumbai.

Ref: EOI for Hiring of residential accommodation from private parties/public sector enterprises for CISF personnel deployed at CSMI Airport Mumbai.

1. We confirm that we are submitting our application for providing lease residential accommodation (Family/Bachelor) for CISF personnel deployed at Chhatrapati Shivaji Maharaj International Airport (“**CSMIA**”).
2. We hereby confirm that we meet the eligibility criteria specified in this EOI and in this regard, we have enclosed all required documents (together with the supporting documents) in accordance with Annexure 2 of the EOI.
3. We further confirm that we are not disqualified from participation in the competitive bidding process, pursuant to the provisions of the EOI.
4. We represent, warrant and covenant to MIAL that all information furnished or to be furnished by us to MIAL at any time (including without limitation, as part of our Application in response to the EOI) is true, complete, accurate, unconditional and fairly presented. We undertake to forthwith inform MIAL in the event of occurrence of any circumstances that would render any information, representations or warranties in our Application, untrue, incorrect or invalid.
5. Having read, carefully examined, and understood the terms of the documents comprising the EOI (including without limitation, the form of the Agreement issued), we, the undersigned, hereby offer to provide Family/Bachelor residential accommodation for CISF personnel deployed at CSMIA (as defined in the EOI) in accordance with:

- (a) all terms and conditions as specified in the EOI, including without limitation the form of Agreement, the annexures, exhibits, attachments, and amendments to the EOI; and
- (b) our Application.

provided however that in the event of any inconsistency between (a) and (b) above, (a) shall prevail.

- 6. We hereby agree and confirm that our Application has been prepared strictly in accordance with the instructions in the EOI (including the forms set forth therein) and that we shall at all times act in good faith and abide by the terms and conditions of the EOI.
- 7. We represent and warrant to MIAL that as of the date of submission of the Application:
 - (a) the information furnished by us is true, complete, accurate, unconditional and fairly presented.
 - (b) we have all the necessary corporate approvals and authorizations to participate in the EOI; and
 - (c) neither we nor our affiliates are in anyway, directly or indirectly, interested in, or associated with any other Applicant or its Application.

In the event of occurrence of any events or circumstances that would render any of the foregoing representations and warranties untrue or invalid, we covenant to promptly notify MIAL of the same and agree that MIAL shall be entitled to reject our Application in such event and if awarded the contract, withdraw the same, without MIAL incurring any cost or liability.

- 8. 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). We further represent and warrant that we [are / are not] [*strike out which is not applicable*] Related Party of MIAL or its shareholders or directors.
- 9. **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 the Applicant to submit its Application and participate in the process for selection by MIAL of the Successful Applicant for performing the Services ("**Specified Purpose**"). We, the Applicant, 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 the EOI and any and all documents and information, whether specifically mentioned as ‘confidential’ or not, provided by or on behalf of MIAL to the Applicant or otherwise obtained by the Applicant pursuant to the EOI, or negotiations and discussions with MIAL, including without limitation, any clarifications, amendments or 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 the Airport, in each case whether in writing, electronic form or other tangible form or disclosed by oral or visual presentation or other intangible method.
- (b) The Applicant shall use the Information solely for the Specified Purpose. The Applicant shall maintain the confidentiality of the Information and shall not disclose the Information to any person, other than:
- i. its 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 (i) Applicant shall ensure that such party agrees to appropriate confidential treatment of such Information as per the terms hereof; and (ii) Applicant 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 the Applicant or any other party, (ii) is in possession of the Applicant prior to its disclosure by MIAL and rightfully received without any breach of confidentiality by any party. If Applicant is required to disclose any Information pursuant to any Applicable Laws or an order of any judicial or statutory authority, Applicant 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 any effort by MIAL to contest or obtain a protective order against such requirement.
- (d) The Applicant shall, promptly upon the request of MIAL, return or destroy all Information including without limitation all originals,

copies, extracts and summaries thereof (including information on electronic media), and certify to MIAL that it has returned or destroyed such Information within two days of such request by MIAL.

- (e) The Applicant agrees 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, the Applicant agrees that MIAL is entitled to seek injunctive or other appropriate relief to restrain any breach or threatened breach of these confidentiality provisions.

10. We hereby agree that the EOI and this Application shall be construed, interpreted, enforced and governed, in all respects, by the laws of India. The courts at Mumbai will have exclusive jurisdiction in respect of all matters arising out of the EOI and this Application.

We, the Applicant, undertake that the representations, warranties, covenants, agreements and undertakings in the Application are true and correct and we shall be liable for any breach thereof. We hereby accept all the terms and conditions of the EOI. Capitalized terms used but not defined herein have the meanings set forth in the EOI.

Yours sincerely,

For and on behalf of [*name of Applicant*]

*Signature of Authorised Signatory(ies)

Name:

Title:

Phone number:

E-mail:

Annexure 2 : Documents to indicate competency of Applicant

The submission as a response to this EOI shall mandatorily comprise of the following:

1. Detailed product and service descriptions with regards to real estate experience.
2. A high-level strategy and implementation plan along with timelines for implementation.
3. Previous success stories and references