

EXPRESSION OF INTEREST FOR

Annual requirement for Supply & Installation of Décor for various events celebration as per BOQ.

AT CHHATRAPATI SHIVAJI MAHARAJ INTERNATIONAL AIRPORT, MUMBAI

**Issued by
Mumbai International Airport Limited**

Date of issue: 21st Oct 2024

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 : INTRODUCTION TO APPLICANTS

1.1 INTRODUCTION

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 vendor for **BOQ BASED CONTRACTS- Supply & Installation Décor for Various Events AT CSMIA, MUMBAI, for a period of 1 Year, details of which are as below:**

1. **Summer Carnival + Mother Day Father’s Day+ International Yoga Day @T1 & T2 as per BOQ**
2. **Freedom Utsav + Independence Day+ Raksha Bandhan (Rakhi) @ T1 & T2 as per BOQ.**
3. **One Nation Billion Celebration + Navratri+ Diwali+ Children’s Day+Christmas+New Year @ T1& T2 as per BOQ.**

Note-

1. MIAL shall, at its sole discretion, evaluate this Expression of Interest, and prepare the shortlist of vendors, who will then participate in the RFP process. The applicant(s) under this Expression of Interest shall not be entitled to raise any objection whatsoever to the said shortlisting by MIAL.
2. The scope of work outlined in this Expression of Interest is strictly indicative. The detailed scope of work shall be included in the RFP document, which shall be issued only to the shortlisted applicant(s).
3. The criteria for technical evaluation shall be shared with the shortlisted applicant(s) during the RFP stage/process.

C. INVITATION

MIAL hereby invites all interested companies, whether private or public (“Applicant(s)”) and having experience in **Décor Supply & Installation as per BOQ AT CSMIA, MUMBAI** with all the relevant MIAL and external stakeholders, 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 a mere invitation by MIAL to participate 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 2.3 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 & Shrikant.mashankar@adani.com

For all email communications related to this EOI, please mention subject as **“EOI for Décor Supply & Installation as per BOQ AT CSMIA, MUMBAI”**

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.

SECTION II : EOI PROCESS

2.1 AWARD PROCESS

- A. The purpose of this EOI process is to enable MIAL to shortlist companies for the **Work** at CSMIA. MIAL invites applications from interested parties to participate in this EOI process. The shortlisted parties would be subsequently invited to submit bids in respect of the **Work**.
- B. MIAL is using two stage award process to grant contract for Work. The stages are:
- a. Phase 1: EOI Stage
 - b. Phase 2: Tender Stage
- C. In the first phase, MIAL will shortlist Applicants based on the criteria set out in this EOI Document. The shortlisted Applicants will then be handed out the detailed tender documents and invited to submit a bid. The Applicant meeting the following eligibility criteria and complying with other terms and conditions of this EOI shall be shortlisted as Qualified Applicant. MIAL at its sole discretion may revise the eligibility criteria at the time of tender stage.

2.2 ELIGIBILITY CRITERIA

The Applicant must fulfil the following eligibility criteria, included but not limited to, for different sub-categories of Décor requirement:

- (i) **Applicant’s constitution:** The Applicant shall necessarily be a legal entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 2013. Applicant in the form of Proprietorship, Partnership is not permitted.
- (ii) **Registrations:** The Applicant should be registered with the Income Tax, GST and registered under the Labor laws, Employees Provident Fund Organization & Employees State Insurance Corporation.
- (iii) **Statutory Compliances:** The Applicant should submit proofs of compliances for ESIC and EPF.
- (iv) Applicant should have executed similar work at any Airport (India /Abroad).
- (v) Applicant should have overall experience of 3+ Years.
- (vi) The Applicant should have average annual turnover of minimum **INR 2 Crore** in last three financial years and should have positive net worth.
- (vii) High Security Zone: - The Applicant will give preference to have a valid BCAS clearance.
- (viii) Applicant shall have visibility with future developments, technology upgradations and have a clear strategy with evidence for managing the Business continuity & high performance KPIs.
- (ix) Applicant shall be able to provide confidence with evidence for smooth execution of events to management.
- (x) Applicant shall be evident for following the best Operation, Safety and Quality management practices.

2.3 TIME SCHEDULE

Date	Event
21.10.2024	Date of newspaper advertisement
26.10.2024	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.

2.4 APPLICATION FORM

A. Contents

- i. The Application shall be submitted in a sealed envelope comprising of the following:
 - ❖ Application Form along with necessary documents as per **Annexure 1**
 - ❖ Applicant credentials, company profile, shareholding, relevant experience, list of clients, etc.
 - ❖ Status of organization security clearance from BCAS [if available]. In case this item is not responded to, then it will be assumed that the organization does not possess security clearance from BCAS.
 - ❖ Applicant Company's financial details for the last 3 years
 - Profit & Loss statement
 - Balance Sheet
 - ❖ Other documents indicating competency of Applicant for the Work.
- ii. **Sealing and marking of Applications:** Applicants shall submit original version of the Application sealed in a single envelope with the following marking:

EOI for Décor Supply & Installation as per BOQ at CSMIA, MUMBAI
 APPLICANT'S NAME: _____
 APPLICANT'S ADDRESS: _____
 E-MAIL ADDRESS: _____”

This envelope shall be addressed to the addressee set forth in Clause 1.3 and shall be submitted by the due date specified in Clause 2.3 above.

The application shall also be submitted electronically to procurement.csmia@adani.com or Shrikant.mashankar@adani.com with the subject line **EOI for Décor Supply & Installation as per BOQ at CSMIA, MUMBAI**

- iii. 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
- iv. 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

- v. MIAL has the exclusive and final right of acceptance/rejection of applications from any of the parties/Applicants.

2.5 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 or does not meet the Eligibility Criteria 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 subsequent to 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; or
- 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.

2.6 MISCELLANEOUS

- A. MIAL shall issue subsequent bidding documents to the shortlisted Applicants.
- B. The EOI process shall be subject to the provisions of OMDA.
- C. The Bidders should note that the provisions of the OMDA govern the operation, management and development of the Airport. By submitting a Bid, the Bidder acknowledges and agrees that the selection process hereunder is subject to the terms of the OMDA. In the event of any inconsistency or conflict between the terms of the Bid, the RFQP or the format of the Agreements and the provisions and requirements of the OMDA, the provisions and requirements of the OMDA shall prevail. Without prejudice to the generality of the foregoing, each Bidder agrees that the Agreements executed by it pursuant to the RFQP may be assigned by MIAL in favor of AAI, its nominee(s), the lenders of MIAL and/or nominee(s) of MIAL's lenders.
- D. The Concession/License [to be retained as applicable] is subject to the provisions of OMDA and the SSA and the Successful Bidder shall ensure compliance with the provisions of the OMDA and related agreements which relate to its obligations under the Agreements.
- E. Bidders shall declare in the Bid Certificate whether they are or are not Group Entities, of MIAL or its shareholders (other than AAI). For this purpose; (A) "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 (B) “Entity” means any person, body corporate, trust, partnership firm or other association of persons/individuals whether registered or not.

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 Décor Supply & Installation as per BOQ AT CSMIA, MUMBAI

Ref: EOI FOR Décor Supply & Installation as per BOQ @ CSMIA, MUMBAI
dated _____, 2024 (“EOI”) issued by MIAL.

1. We confirm that we are submitting our Application for **EOI FOR Décor Supply & Installation as per BOQ CSMIA, MUMBAI** with all the relevant MIAL and external stakeholders Systems, as per the current requirement and with any new / upgraded systems and applications as per any future requirement 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 Section 2.2 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 perform the **EOI FOR Décor Supply & Installation as per BOQ @CSMIA, MUMBAI** with all the relevant MIAL and external stakeholders IT Systems, as per the current requirement and with any new / upgraded systems and applications as per any future requirement (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 any way, 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. Capitalised 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:
