

**EXPRESSION OF INTEREST FOR
APPOINTMENT OF PMAG FOR PROJECTS
TO BE UNDERTAKEN IN NEXT 5 YEARS**

AT

CHHATRAPATI SHIVAJI MAHARAJ INTERNATIONAL AIRPORT

REQUEST FOR QUALIFICATION

ISSUED BY

MUMBAI INTERNATIONAL AIRPORT LIMITED

MIAL/2024-25/PMAG/RFQ

Disclaimer

The information contained in this Request for Qualification (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of MIAL (*as defined below*) or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by MIAL to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by MIAL in relation to the Project (as defined below). Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for MIAL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MIAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herein.

MIAL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

MIAL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

MIAL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that MIAL is bound to select and short-list Bidders among the Applicants for Bid Stage or to award the Project to the successful Bidder as the Awardee (as defined below) and MIAL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MIAL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and MIAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Invitation for Qualification

1. INTRODUCTION

1.1 Background

- 1.1.1 Airports Authority of India ("**AAI**") is responsible for management of airports, civil enclaves and aeronautical communications in India and pursuant to the Operation, Management and Development Agreement dated 4th April, 2006 ("**OMDA**") has granted the exclusive right to Mumbai International Airport Limited ("**MIAL**") to undertake the operations, management and development of the Chhatrapati Shivaji Maharaj International Airport, Mumbai ("**Airport**") subject to and on the terms and conditions specified in the OMDA. As a part of this endeavor, MIAL has decided to set up a project management assurance group ("**PMAG**") to perform the services of a project management consultant in respect of various projects it will undertake in the next five (5) years at the Airport. In this regard, MIAL has decided to carry out the bidding process for selection of an Awardee (as defined below) to award contract for undertaking the PMAG services ("**Contract**").
- 1.1.2 The indicative projects along with their estimated costs that MIAL will be undertaking in next five years is set out in **Annexure A**, (collectively "**Projects**").
- The above-mentioned Projects and their costs are indicative in nature and may vary during the term. Any of the aforesaid Projects may be dropped or modified or new projects may be added as per the requirements of MIAL.
- 1.1.3 MIAL intends to pre-qualify and short-list suitable Applicants (the "**Bidders**") who will be eligible for participation in the Bid Stage, for awarding the Contract through an open competitive bidding process in accordance with the procedure set out therein.
- 1.1.4 The selected Bidder, being an Entity (as defined hereinafter) who has been awarded the Contract pursuant to the Bidding Process (the "**Awardee**") shall be responsible for undertaking the PMAG services in respect of the Projects under and in accordance with the provisions of the agreement (the "**Contract Agreement**") to be entered into between the Awardee and MIAL in the form provided by MIAL as part of the Bidding Documents pursuant hereto.
- 1.1.5 The scope of PMAG services with respect to the Projects as and when undertaken by MIAL is provided in detail under **Annexure – B**. The said scope of PMAG services is tentative and may vary during the course of the Bidding process.
- 1.2 MIAL shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by MIAL, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 2.11 for submission of Applications (the "**Application Due Date**").

1.3 Brief description of Bidding Process

- 1.3.1 MIAL has adopted a two-stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Awardee for award of the Contract. The first stage (the "**Qualification Stage**") of the process involves qualification (the "**Qualification**") of interested parties who make an Application in accordance with the provisions of this RFQ (the "**Applicant**"). At the end of this stage, MIAL intends to short-list suitable pre-qualified Applicants meeting the eligibility criteria who shall be entitled to participate in the second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposals (the "**Request for Proposals**" or "**RFP**").
- 1.3.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by MIAL shall be invited to submit their Bids for the Contract.
- 1.3.3 In the Bid Stage, the Bidders will be called upon to submit their technical and financial offers (the "**Bids**") in accordance with the RFP and other documents to be provided by MIAL (collectively the "**Bidding Documents**"). The Bidding Documents for the Contract will be provided to every Bidder. The Bid shall be valid for a period of not less than [180 days] from the date specified in Clause 2.11 for submission of Bids (the "**Bid Due Date**"). However, the bid validity may be extended for a further period if required by MIAL at its sole discretion. The financial Bids will be opened for only those Bidders whose technical Bids have qualified as per terms of the RFP.
- 1.3.4 In terms of the RFP, a Bidder may be required to deposit, along with its Bid, a bid security equivalent to Rupees Ten Lakh (Rs.10,00,000/-) (the "**Bid Security**"). The said requirement of Bid Security is tentative and may vary at the Bid Stage. The Bid Security will be refundable no later than [60 days] from the Bid Due Date, except in the case of the Awardee whose Bid Security shall be retained till it has provided a performance security under the Contract Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to MIAL. In case a bank guarantee is provided, its validity period shall not be less than [12 months] from the Bid Due Date, inclusive of a claim period of [60 days] and may be extended by MIAL. Where a demand draft is provided, its validity shall not be less than [60 days] from the Bid Due Date for the purposes of encashment thereof by MIAL. The Bid shall be summarily rejected if it is not accompanied by the Bid Security, if any.
- 1.3.5 During the Bid Stage, Bidders are invited to examine the scope of PMAG services in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract.
- 1.3.6 As part of the Bidding Documents, MIAL will provide a draft Contract Agreement and other information pertaining/ relevant to the Contract available with it.
- 1.3.7 Bids will be invited for the Contract based on percentage of estimated cost of the Projects (the "**Cost**") to undertake the PMAG services, payable by MIAL for award of the Contract. The compliance, competence and amount shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the lowest Cost among the technically competent Bidders.
- In this RFQ, the term "**Lowest Bidder**" shall mean the Bidder who is offering the lowest Cost to undertake the PMAG Services.
- 1.3.8 Details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.4 Schedule of Bidding Process

MIAL shall endeavor to adhere to the schedule as per '**Annexure – C**'.

2. INSTRUCTIONS TO APPLICANTS

2.1 Scope of Application

- A. MIAL wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bid Stage.
- B. Short-listed Applicants may be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants

- A. For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
 - a) The Applicant for pre-qualification shall be a single entity.
 - b) An Applicant may be an Indian or a foreign company. ("Entity").
 - c) An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (a) The Applicants in two different responses to this RFQ have shareholding in both applications.
 - (b) The Applicant submits more than 1 (one) response to this RFQ; or
 - (c) The Applicant has participated as a consultant to MIAL during the process of selection of the Awardee for award of the Contract or has participated as a consultant in the preparation of the design or technical specifications of the Contract / PMAG services that are the subject matter of this RFQ.
- B. The Applicant if a Related Party (as defined under the Companies Act 2013) of MIAL, shall require to disclose the same as part of its Application.
- C. To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the conditions of eligibility as mentioned in '**Annexure – E**'. The Applicant can rely on the credentials of its Affiliate(s) for meeting the eligibility criteria. For the purpose of this RFQ, the term Affiliate shall mean and refer to such entity which is either controlling the Applicant or being controlled by the Applicant or under common control of any other entity. The expression "control" shall include (i) with respect to a person who is a 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.
- D. The Applicant shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes,
- E. The Applicant should submit a Power of Attorney/ Board Resolution as per the format at Appendix-II/ Appendix-III, authorizing the signatory of the Applicant.
- F. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application.

- G. An Applicant should, in the last 3 (three) years, neither have failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral tribunal or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2F is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to MIAL for seeking a waiver from the disqualification hereunder and MIAL may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.
- H. The following conditions shall be adhered to while submitting an application:
- a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
 - b) information supplied by an Applicant must apply to the Applicant, and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification.
 - c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 2.2A above; and
- I. The Applicant that has foreign shareholder(s) shall be solely responsible for obtaining necessary approvals and complying with the requirements under applicable laws, including applicable foreign investment and foreign exchange laws, for participation in the RFQ and RFP. In case the Contract is awarded to such Applicant, it shall promptly apply for and obtain, at its own cost, all approvals, permits and licenses required under applicable laws for undertaking the PMAG services, including without limitation, approvals from customs authorities, Bureau of Civil Aviation Security ("BCAS"), etc.
- The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, MIAL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.
- The Applicant shall promptly inform MIAL of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.
- J. Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 6 (six) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its financial information and certification with reference to the 3 (three) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Number of Applications and costs thereof

- A. No Applicant shall submit more than 1 (one) Application for the Project.
- B. The Applicants shall be responsible for all of the costs associated with the preparation of their Application and their participation in the Bidding Process. MIAL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Acknowledgement by Applicant

- A. It shall be deemed that by submitting the Application, the Applicant has:
 - a) made a complete and careful examination of the RFQ;
 - b) received all relevant information requested from MIAL;
 - c) evaluated and accepted all the risks, contingencies and other circumstances which may influence or affect the PMAG services;
 - d) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of MIAL relating to RFQ; and
 - e) agreed to be bound by the undertakings provided by it under and in terms hereof.
- B. MIAL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by MIAL.

2.5 Right to accept or reject any or all Applications/ Bids

- A. Notwithstanding anything contained in this RFQ, MIAL reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that MIAL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- B. MIAL reserves the right to reject any Application and/ or Bid if:
 - a) at any time, a material misrepresentation or suppression of material information/ facts is made or uncovered, or
 - b) the Applicant, as part of the Application has provided any document, undertaking, declaration or confirmation that is untrue, incomplete, or inaccurate or not to the satisfaction of MIAL, whether knowingly or unknowingly.
 - c) the Applicant does not provide, within the time specified by MIAL, the supplemental information sought by MIAL for evaluation of the Application.

If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then MIAL reserves the right to:

- (i) invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of MIAL, including annulment of the Bidding Process.

- C. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Awardee either by issue of the Letter of Award ("**LOA**") or entering into of the Contract Agreement, and if the Applicant/ has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by MIAL to the Applicant, without MIAL being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which MIAL may have under this RFQ, the Bidding Documents, the Contract Agreement or under applicable law.
- D. MIAL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by MIAL shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of MIAL there under.

2.6 Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with this Clause.

Invitation for Qualification

Appendices

- I. Cover Letter
 - a. Form I – General Information
 - b. Form II- Financial Information of the Applicant
 - c. Form III-Experience Statement- Eligible Projects
 - d. Form IV- Additional Information
- II. Power of Attorney
- III. Board Resolution

2.7 Amendment of RFQ

- A. At any time prior to the deadline for submission of Application, MIAL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- B. Any Addendum thus issued will be sent in writing to all Applicants.
- C. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, MIAL may, in its sole discretion, extend the Application Due Date.

2.8 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.9 Format and signing of Application

- A. The Applicant shall provide all the information sought under this RFQ. MIAL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- B. The Applicant shall prepare 1 (one) original set of the Application (together with the documents required to be submitted pursuant to this RFQ) and clearly marked as "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of such Application and documents, which shall be marked as "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail. In the event of any discrepancy between the physical copy and the soft copy to be submitted on portal as per Clause 2.10C, the soft copy shall prevail.
- C. The Application and its copy shall be typed or written in indelible ink. It shall be signed by the authorized signatory of the Applicant who shall also initial each page of the Application (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

2.10 Sealing and Marking of Applications

- A. The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.10B, and seal it in an envelope and mark the envelope as "APPLICATION".
- B. Each envelope shall contain:
 - (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents.
 - (ii) Disclosure as regards Related Party (if applicable)
 - (iii) Power of Attorney / Board Resolution for signing the Application as per the format at Appendix-II & Appendix-III.
 - (iv) copy of Memorandum and Articles of Association and incorporation certificate.
 - (v) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years (as per Clause 2.2J); and

Each of the envelopes shall clearly bear the following identification:

**"Application for Qualification – PMAG Services, Chhatrapati Shivaji Maharaj
International Airport"**

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes.

- C. The physical copy of the Application in sealed envelope should reach MIAL latest by 18:00 hours as per **Annexure C** of this RFQ:

ATTN. OF: **Head - Procurement**

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

- D. If the envelopes are not sealed and marked as instructed above, MIAL assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

- E. Applications submitted by fax, telex, or telegram shall not be entertained and shall be rejected.

2.11 Application Due Date

- A. Physical copy of Applications should be submitted before 1800 hours IST as per Annexure C, at the address provided in Clause 2.10C in the manner and form as detailed in this RFQ.
- B. MIAL may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.7A uniformly for all Applicants.

2.12 Late Applications

Soft copy of the Applications received by MIAL after the Application Due Date (as per Clause 2.10C) shall not be eligible for consideration and shall be summarily rejected. If the physical copy of the Application is not received as per Clause 2.10C while soft copy is received, MIAL shall have the discretion to consider and accept the Application and grant further time for submission of physical copy. Provided that a physical copy of the Application should reach MIAL on or before such extended time.

A. Evaluation Process

2.13 Opening and Evaluation of Applications

- A. MIAL shall open the Applications on the date mentioned in Annexure-C.
- B. MIAL will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- C. Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of MIAL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- D. Any information contained in the Application shall not in any way be construed as binding on MIAL, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- E. MIAL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- F. If any information furnished by the Applicant is found to be incomplete or determined by MIAL as incorrect or erroneous or contained in formats other than those specified herein, MIAL may, in its sole discretion, exclude the relevant project from the evaluation of the Applicant.

2.14 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MIAL in relation to, or matters arising out of, or concerning the Bidding Process. MIAL will treat all

information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. MIAL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MIAL or as may be required by law or in connection with any legal process.

2.15 Tests of responsiveness

- A. Prior to evaluation of Applications, MIAL shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive if:
- a) it is received as per format at Appendix-I.
 - b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.11B.
 - c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clause 2.10.
 - d) it is accompanied by the Power of Attorney / Board Resolution as specified in Clause 2.2D.
 - e) it contains all the information and documents (complete in all respects) as requested in this RFQ.
 - f) it contains information in formats same as those specified in this RFQ.
 - g) it contains certificates from an independent chartered accountant in the formats specified at Appendix-I of the RFQ for each eligible Project.
 - h) it contains documents as per '**Annexure-E**' to meet the Eligibility Criteria.
 - i) it does not contain any condition or qualification; and
 - j) it is not non-responsive in terms hereof.
- B. MIAL reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MIAL in respect of such Application. Provided, however, that MIAL may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.
- C. MIAL will not entertain any deviations to the RFQ at the time of the submission of the Application or thereafter. The Application to be submitted by each Applicant should be unconditional and unqualified and the Applicant would be deemed to have accepted all the terms and conditions of the RFQ with all its contents. If any Application is received in variation of this condition MIAL shall have right to not consider the same.

2.16 Queries from Applicants

Any queries or request for clarifications from any Applicant concerning this RFQ shall be submitted in writing by 18:00 hours on the date as specified in Annexure - C from their designated email id to MIAL's email id at procurement.csmia@adani.com. MIAL shall be under no obligation to respond to any query or clarification sought by any Applicant. Further, MIAL shall endeavor to respond to any query or request for clarification, only if it receives the same no later than 18:00 hours on the date as specified in Annexure - C. Nothing in this Clause 2.16 shall be taken or read as compelling or requiring MIAL to respond to any question or to provide any clarification.

2.17 Clarifications

- A. To facilitate evaluation of Applications, MIAL may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by MIAL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- B. If an Applicant does not provide clarifications sought under Clause A above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, MIAL may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of MIAL.

B. Qualification and Bidding

2.18 Short-listing and notification

After the evaluation of Applications, MIAL would notify only the short-listed pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. MIAL may at its discretion notify the other Applicants that they have not been short-listed. MIAL will not entertain any query or clarification from Applicants except as provided under RFQ.

2.19 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by MIAL to submit their Bids for the Project. The Bidders may visit the site and familiarize themselves with the Project by the time of submission of the Bid.

2.20 Proprietary data

All documents and other information supplied by MIAL or submitted by an Applicant to MIAL shall remain or become the property of MIAL. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. MIAL will not return any Application, or any information provided along therewith.

2.21 Correspondence with the Applicant

Save and except as provided in this RFQ, MIAL shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

- 3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2A and 2.2B shall qualify for evaluation under this Section 3. Applications of firms who do not meet these criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established basis it meeting all

the eligibility criteria mentioned in Clause 2.2 to the satisfaction of MIAL and providing duly certified documents as per Clause 2.15

3.2 Financial information for purposes of evaluation

- A. The Application must be accompanied by the audited financial statements of the Applicant for the last 3 (three) financial years, preceding the year in which the Application is made.
- B. In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and an independent chartered accountant shall certify the same. In such a case, the Applicant shall provide the audited financial statements for 3 (three) years preceding the year for which the audited financial statements are not being provided.
- C. The Applicant must establish the minimum Net Worth specified in **Annexure - D**, and provide details as per Form II of Appendix-I.

3.3 Short-listing of Applicants

- A. The Applicants shall be shortlisted who meet all the eligibility criteria mentioned in Clause 2.2A to the satisfaction of MIAL. The shortlisted Applicants shall be eligible for participation in the Bid Stage.
- B. MIAL may, in its discretion, maintain a reserve list of prequalified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Bidding Process or upon their failure to conform to the conditions specified herein.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, MIAL may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of MIAL under Clause 4.1 hereinabove, if an Applicant is found by MIAL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by MIAL during a period of 2 (two) years from the date such Applicant is found by MIAL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of MIAL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the OMDA, or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MIAL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as

permitted under sub Clause (c) of Clause 2.2A, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the OMDA, as the case may be, any person in respect of any matter relating to the Project or the LOA or the OMDA, who at any time has been or is a legal, financial or technical adviser of MIAL in relation to any matter concerning the Project;

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by MIAL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Mumbai, Maharashtra in which MIAL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 Neither the information contained in this RFQ nor any other written or verbal information, in relation to the process set out in the RFQ, evaluation of the Applications thereof, intimation to the shortlisted Applicants, etc., is intended to be considered as an assurance, representation or guarantee of any amount of business or prospect of business or is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the award of the Project and should not be relied on as such.
- 5.3 This RFQ along with its annexures, schedules and attachments, is not transferrable and can be used by the Applicants for the limited purpose of preparing and submitting the Application and for no other purpose whatsoever. The possession or use of this RFQ in any manner contrary to any applicable law or for any purpose other than as specified in this RFQ is expressly prohibited. Each Applicant shall duly inform itself of and shall observe any applicable legal requirements.
- 5.4 No form of MIAL's name or any other intellectual property rights associated with it or belonging to MIAL shall be used in any promotional materials, signs, announcements or other forms of communication or advertising by the Applicant or in any other manner whatsoever, unless MIAL's express written permission for such use has been obtained in advance.
- 5.5 MIAL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - A. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - B. consult with any Applicant in order to receive clarification or further information.
 - C. pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information.
 - D. retain any information and/ or evidence submitted to MIAL by, on behalf of, and/ or in relation to any Applicant; and/ or
 - E. independently verify, disqualify, reject and/ or accept any and all submissions or other

information and/ or evidence submitted by or on behalf of any Applicant, without assigning any reasons whatsoever.

It shall be deemed that by submitting the Application, the Applicant agrees and releases MIAL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

- 5.6 The Applicant should note that the provisions of the OMDA govern the operation, management, and development of the Airport. By submitting an Application, the Applicant 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 Application, the RFP or the Contract Agreement and the provisions or requirements of the OMDA, the provisions and requirement of OMDA shall prevail. The Applicant shall at all times ensure compliance with the provisions of the OMDA and related agreements which relate to its obligations under the Contract Agreement.

Annexure – A

List of Projects to be undertaken

Projects proposed in next 5 years (FY2024-25 to FY2028-29)

Sl. No.	PROJECTS	COST (In Rs. Cr.)
A	AIRSIDE PROJECTS	2,350.00
B	PASSENGER TERMINAL IMPROVEMENT & ASSOCIATED WORKS	3,400.00
C	KERBSIDE IMPROVEMENT PROJECTS	250.00
D	EXTERNAL CONNECTIVITY IMPROVEMENT PROJECT	75.00
E	ANCILLARY BUILDING DEVELOPMENT WORKS	1750.00
F	CT HANDBAG X-RAY	325.00
G	FULL BODY SCANNER	75.00
H	CRASH FIRE TENDER	75.00
I	REFURBISHMENT OF WASHROOMS AT T2	200.00
J	TRANSFER HUB INITIATIVES AT BAGGAGE HANDLING SYSTEMS AT T2	200.00
K	FOLLOW THE GREENS	200.00
L	SELF-BAG DROPS AT T2	225.00
	Total	9,125.00

Annexure – B
Scope of Work

[Attached Separately]

Annexure – C

List of Dates

Event Description	Date
<u>Qualification Stage</u>	
Date of Advertisement in newspaper	24 th May 2024
Last date for receiving pre-bid queries	[•] (T+3)
Response to pre-bid queries	[•] (T+5)
Last date for submission of soft-copy of the Application	7 th June 2024
Last date for receipt of physical copy of Application	8 th June 2024
Qualification of Applicants	14 th June 2024
<u>Bid Stage</u>	Estimated Date
Access to Bid Documents	[t] 18 th June 2024
Last date for receiving queries	[t+3]
Pre-Bid Conference	[t+5]
MIAL response to queries latest by	[t+7]
Submission of Bid by the Bidder	[t+12]
Opening of Bid	[t+15]
Validity of Bid	[60 days]

Annexure – D

List of Requirements

Sr. No.	Factor	Requirement
1	Nature of previously executed works	The bidder should be well recognized firm/organization/company having experience of providing professional project management consultancy (PMC) and engineering, procurement and construction (EPC) services for developing infrastructure projects as for at least 3 years and completed work for the minimum value of Rs 600 crores in 3 preceding financial years.
3	Aggregate Turnover for Last 3 financial years	Must have an average turnover of minimum Rs.600 crores or more in preceding three (3) financial years. In case Bidder do not have audited financial report, they shall submit the Chartered Accountant Certificate for financial criteria.
4	Profitability	The Applicant should exhibit a positive Profit-after-tax (PAT) during each of last three financial years.
5	History of Non-Performing Contracts	None of the contracts for project management consultancy services awarded to Applicant in last three years should have been terminated for default of the Applicant.
6	Work Completion Certificate	The Applicant shall submit completion certificate issued by the customers evidencing satisfactory completion and/ or substantially completion of works. For the purposes of this RFQ, project having work completion of 80% or more shall be deemed as substantially completed.
7	Credit facilities	The Applicant should have sufficient banking channels for availing credit facilities, if required.
8	Ongoing Litigation	The Applicant should not have any litigation pending against it.

Annexure – E

Eligibility Criteria

Sl. No.	Eligibility Criteria	Required Documents
1	Incorporation	Certificate of Incorporation issued by relevant authority.
2	Nature of projects previously executed	Letter of Award/ Service Order/ Contract Agreement/ Completion Certificate for working experience of project management consultancy services issued by the customers/clients.
3	Aggregate Turnover for Last 5 financial years	Audited financials for last 3 (three) financial years.
4	Profitability	Audited financials for last 3 (three) financial years.
5	Order History	Copy of Order book / Purchase Order for last 3 (three) financial years.
6	History of Non-Performing Contracts	Documentary proof, if any.
7	Reliance on Affiliate	Certificate for Affiliate relationship from an independent practicing chartered accountant
8	Credit facilities	Self-certificate confirming the requirement of RFQ on Applicant's letterhead
9	Blacklisting/ Conflict of Interest/ Litigation	Self-certificate confirming the requirement of RFQ on Applicant's letterhead

Note: In case of documents executed or issued outside India, the documents duly legalized by the Indian Embassy and notarized in the jurisdiction where such document has been executed or issued, be submitted upon short listing of the Applicant along with the Bid.

Appendices

Appendix - I

Covering Letter - Response to the RFQ *(to be submitted on Applicant's letter head)*

To,
[Insert Details]

Attention: Procurement Manager,

Sub: Application for RFQ datedfor carrying PMAG services.

Dear Sir,

- (i) With reference to your Request for Qualification document dated(the "**RFQ**"), we, having examined the RFQ document and understood its contents, hereby submit our Application for the aforesaid PMAG services. The Application is unconditional and unqualified.
- (ii) We acknowledge that MIAL will be relying on the information provided in the Application and the documents accompanying such Application of the Applicants for the aforesaid PMAG services, and we certify that all information provided in the Application and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
- (iii) This statement is made for the express purpose of shortlisting as a prospective Bidder for the aforesaid PMAG services.
- (iv) We shall make available to MIAL any additional information it may find necessary or require to supplement or authenticate the information provided in this Application.
- (v) We acknowledge the right of MIAL to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (vi) We declare that we have examined and have no reservations to the RFQ document, including any Addendum issued by MIAL.
- (vii) We understand that MIAL may cancel the RFQ/Bidding Process at any time and that MIAL is neither bound to accept any Application nor to invite the applicants to bid for the PMAG services, without incurring any liability to the Applicants.
- (viii) We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MIAL in connection with the shortlisting of Applicants, selection of the successful Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned PMAG services and the terms and implementation thereof.
- (ix) We agree and undertake to abide by all the terms and conditions of the RFQ document.

In witness thereof, we submit this Application hereunder and in accordance with the terms of the RFQ.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

"APPLICATION-REQUEST FOR QUALIFICATION"
Form I: General Information

Sr. No.	Information/ Documents Required	Applicant's Information
1.	Applicant's registered name, year of constitution, registered office address and share holding pattern	
2.	Details of Applicant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
3.	Certified true copy of Applicant's constitutional documents such as, Certificate of Incorporation/Articles of Association and Memorandum of Association etc. as applicable	<i>(Attached with the response to RFQ)</i>
4.	Certified copy of Board resolution / power of attorney in favour of authorized representative authorizing him/her to sign and submit the response to this RFQ	<i>(Attached with the response to RFQ)</i>

Note:

- Please provide a certified true copy of the constitutional documents of the Applicant.
- Please provide board resolution & power of attorney in favor of the authorized representative authorizing him/her to submit the response to this RFQ.
- The Applicant shall fill and submit this Form I for itself and for its Affiliate separately (except S.no. 4 above) if the Applicant uses its Affiliate's credentials for the purpose of this RFQ.

Form II
Financial Information of the Applicant
(to be submitted on the letter head of an independent chartered accountant)

Financial Information in INR				
Year	FY 2021-22	FY 2022-23	FY 2023-24	Currency
Net Worth				
Liquid Resources a) Cash and bank balances				
Liquid Resources b) unutilized sanctioned fund-based limits				
Total Annual Revenue				
Aggregate Annual Revenue				
Profit Before Taxes				
Profit After Taxes				

Note:

- Please attach annual reports including audited financial statements of the Applicant (and Affiliate, if applicable) for the last 3 (three) Financial Years preceding the Application Due Date.
- Net Worth shall mean the aggregate of subscribed and paid-up equity capital and free reserves after deducting the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- Contents of this Form II shall be certified by an independent chartered accountant.
- The Applicant utilizing its Affiliate credentials shall type (*) next to the information furnished and shall provide copies of annual report including audited financial statement for the last 3 (three) Financial Years preceding the Application Due Date.

Form III
Experience Statement - Eligible Projects
 Details of Eligible Projects in accordance with Annexure-E of this RFQ.

Item No.	Infrastructure Owner/Prime Awardee Name, Address, Representative and Contact	Project Description	Details of other partners in case of a JV /Consortium with % shareholding of each partner	Scope of Work of Applicant	Schedule Start Date	Scheduled Date of Completion	Actual Start Date	Actual Date of completion	Gross Value of the contract (INR)	Reference certificate Page No. in the Applicant' s response to RFQ

Note:

- Certified true copies of the completion certificate issued by the infrastructure owner/prime awardee to be provided.
- The Applicant utilizing its Affiliate credentials shall type (*) next to the information furnished.

Appendix II

Format of Power of Attorney

FORMAT OF POWER OF ATTORNEY FOR SIGNING THE APPLICATION
(To be on non-judicial stamp paper of appropriate value as per the Stamp Act relevant to the place of execution.)

IRREVOCABLE POWER OF ATTORNEY

Know all men by these presents, we, [*Insert name and address of the registered office of the Applicant*] ("**Applicant**") do hereby irrevocably constitute, appoint and authorize Mr./Ms. [*Insert name and residential address of the attorney*] who is presently holding the position of [•] as our true and lawful attorney ("**Attorney**"), to do in the name of the Applicant and on the behalf of the Applicant, all such acts, deeds and things necessary in connection with or incidental to the submission of the Application or any other document as may be required under or pursuant to the request for qualification dated [•] issued by MIAL ("**RFQ**"), including the signing and submission of Application and all other documents related to the Application, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other deeds or documents that MIAL may require the Applicant to submit. The aforesaid Attorney is further authorized to provide representations, information or responses to MIAL and represent the Applicant and generally deal with MIAL with respect to the Application and to negotiate and agree to any modification to the same.

We hereby agree to ratify all acts, deeds and things done by the said Attorney pursuant to this power of attorney and that all acts, deeds and things done by the aforesaid Attorney shall be binding on the Bidder and shall always be deemed to have been done by the Applicant.

This is an irrevocable power of attorney.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFQ.

Signed by the within named
[*Insert the name of the Applicant*]
Through the hand of

[Mr.]

(Name, designation and address of the executant)

Duly authorized by the board of directors of [*insert name of the Applicant*] to issue such Power of Attorney

Dated this [•] day of [•]

The common seal of [*insert name of the Applicant*], has pursuant to resolution of the board of directors of [*insert name of the Applicant*] passed in the that behalf on [•] has been affixed in the presence of [•], [*insert designation*], who has signed these presents in token thereof. [*Note: Please affix the common seal in accordance of the articles of association of the Applicant*] OR [*Note: In case there is no common seal of the Applicant, please sign as mentioned hereinbelow*]

- (a) Mr. [•]
(Name of the director of the Applicant)
Duly authorized by the board of directors of [*insert name of the Applicant*] to issue such Power of Attorney
- (b) Mr. [•]
(Name of the director of the Applicant)
Duly authorized by the board of directors of [*insert name of the Applicant*] to issue such Power of Attorney]

Accepted

.....
Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of..... has been affixed in my / our presence pursuant to board of director's resolution dated.....

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Appendix III

Format of Board Resolution

(On the Letter Head of Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF
_____**(“THE COMPANY”) AT ITS MEETING HELD ON _____, AT**
_____.

RESOLVED THAT [Mr. / Mrs. __, <designation>] be and is hereby authorized to procure tender documents for undertaking development, upgradation works and / or exploring new business opportunities and to sign, execute and submit the necessary documents or agreements for and on behalf of the Company, as may be considered necessary for and in relation to the tender documents.

Certified True Copy

For, _____