

**EXPRESSION OF INTEREST FOR
SUPPLY, INSTALLATION, TESTING, COMMISSIONING (SITC) & INTEGRATION OF
ADVANCED VISUAL DOCKING GUIDANCE SYSTEM (A-VDGS) AND APRON MANAGEMENT
SYSTEM (APMS)
AT CHHATRAPATI SHIVAJI MAHARAJ INTERNATIONAL AIRPORT, MUMBAI**

**Issued by
Mumbai International Airport Limited**

Date of issue: 8th May, 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 : 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 FOR SITC OF A-VDGS AND APMS

MIAL intends to appoint vendor for the Supply, Installation, Testing, Commissioning (SITC) & Integration of A-VDGS and APMS with all the relevant MIAL and Airport Authority of India (AAI) IT systems and applications. The integration shall be compatible with the current requirement, timely software upgrades and with any new / upgraded systems and applications as per future requirement (“**Work**”). The place of implementation will be CSMIA.

C. INVITATION

MIAL hereby invites all interested companies, whether private or public (“**Applicant(s)**”) and having experience in Supply, Installation, Testing, Commissioning (SITC) & Integration of A-VDGS and APMS with all relevant airport IT systems and applications, 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 2.3 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

For all email communications related to this EOI, please mention subject as “**EOI FOR AVDGS AND APMS AT CSMIA**” 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 for participating 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.

2.2 ELIGIBILITY CRITERIA

The Applicant must fulfil the following eligibility criteria:

- (i) Applicant shall be an Original Equipment Manufacturer (OEM).
- (ii) A-VDGS and APMS product / solution proposed by Applicant should meet technical specifications mentioned in the Scope of Work of this EOI.
- (iii) Applicant should have past experience of supply and installation of A-VDGS and APMS at airports with average aircraft movement of > 500 ATMs per day (2022-23).
- (iv) Applicant should have an existing support centre in India catering to service / O&M support to airports or shall establish a dedicated support centre for providing the mentioned services.

2.3 TIME SCHEDULE

Date	Event
9 th May, 2023	Date of newspaper advertisement
18 th May, 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.

2.4 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, relevant experience, list of clients, etc.
 - ❖ Technical specifications of Applicant's A-VDGS and APMS product and solution.
 - ❖ Applicant Company's financial details like certified turnover details for last three years, etc.
 - ❖ 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 A-VDGS AND APMS AT CSMIA
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.

- 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 utilise 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 authorised 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 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 SITC & Integration of A-VDGS and APMS at CSMIA
Ref: EOI for SITC and Integration of A-VDGS and APMS at CSMIA dated _____, 2023
(“EOI”) issued by MIAL.

1. We confirm that we are submitting our Application for Supply, Installation, Testing, Commissioning (SITC) & Integration of A-VDGS and APMS with all the relevant MIAL and AAI IT systems and applications, 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 Supply, Installation, Testing, Commissioning (SITC) & Integration of A-VDGS and APMS with all the relevant MIAL and AAI IT systems and applications, 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 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. 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:

Annexure 2 : Scope of Work

Vendor in this document shall mean Applicant as defined in EOI

Scope of Work

Objectives of the project are:

1. To replace the existing Visual Docking Guidance System (VDGS) and Apron Management System (APMS) and upgrade with technologically advanced products and solutions.
2. Install additional A-VDGS at new stands identified.
3. Adopt and deploy the latest technology in order to leverage all the benefits, while ensuring seamless integration, from the upgraded versions of relevant IT applications / software deployed by MIAL or Airport Authority of India (AAI). Any future requirement for upgradation and integration shall be as communicated by MIAL (represented by Engineer In-charge).
4. Timely update of software (s) to the latest version, provided by vendor (including its sub-vendors, partners, solution provider, etc.) to MIAL as part of this tender, without additional cost implication to MIAL shall be part of the vendor scope.
5. Upkeep of the products and solution provided shall be part of the vendor scope, for atleast a period of 10 years, post expiry of the warranty period.

The scope of work includes replacing of existing VDGS and APMS along with SITC & Integration of new A-VDGS and APMS at CSMIA.

Detailed scope shall be provided as part of the Tender stage.

Execution timelines and Transition plan

Vendor has to submit phase-wise planning for the Work from issuance of PO by MIAL.

Specifications for A-VDGS and APMS

Compliant with broad-level specifications (detailed specifications to be provided as part of RFP in case the Applicant is shortlisted) mentioned hereinbelow –

- A-VDGS shall be in full conformity with all the clauses of DGCA CAR Section 4, Series B, Part I, Paragraphs 5.3.25 and 5.3.26 [Ninth Edition July 2022] and all other International and national standards and requirements
- The system shall be forward compatible to the regulations and technology in development as far as practicable, such as the recommendation of DGCA/ICAO in use of colours, symbols, and graphics to depict guidance information to aircraft, or aircraft that are fitted with Wheeltug System parking (near) parallel to the terminal building so as to use two PBBs for faster turnaround
- The A-VDGS shall provide active docking guidance information to the pilot and co-pilot to achieve precise positioning of an aircraft at the assigned stand in all weather conditions and shall not fail to alert the pilot if it is unsafe to proceed
- The system shall comply with applicable health and safety regulations and standards depending on the technology used
- AVDGS and APMS shall be compatible with all the current relevant MIAL and AAI systems and applications and implementation of future technology such as 'Follow The Greens', etc.

IT Integration

The new A-VDGS and APMS has to be seamlessly integrated with the IT applications and systems in use by MIAL and AAI. Further, the vendor is also required to support for any integration with upgraded IT applications and systems that may be put in use by MIAL and AAI, anytime in future, at no extra cost. The new requirement shall be as per MIAL (represented by Engineer In-Charge)

Training

Detailed technical training is to be provided to MIAL engineering & maintenance team / other relevant team members for the operations of new A-VDGS and APMS, understanding and utilizing new features and analytical capabilities of the A-VDGS and APMS, etc. Vendor is to provide On-site support for a period of 6 months post handover date.

Safety

Vendor to ensure all safety & precautionary measures are taken during project execution & later.

Life Expectancy

The product shall have a minimum life expectancy of 10 years.

Warranty/DLP

All products (A-VDGS and APMS) supplied and installed should have Warranty cover of minimum 36 months. Warranty services must include repair/replacement: Any manufacturing defects, improper installation, poor standard of materials used, color fade / brightness and brittleness, any other quality of service or material issues identified by the MIAL. During Warranty / DLP period, vendor to provide complete service support in accordance to Service Level Agreement (SLA) specified by MIAL.

Upkeep support

The vendor shall ensure complete hardware, software, spares and service support for the new A-VDGS and APMS, for atleast a period of 10 years, post expiry of the warranty period.

Handover

Final handover of A-VDGS and APMS in satisfactory condition with 90 days of observation period to check the reports & system availability. Snag list to be completed before final handover.
