

**EXPRESSION OF INTEREST FOR
DIGITAL TRANSFORMATION SERVICES
AT CHHATRAPATI SHIVAJI MAHARAJ INTERNATIONAL AIRPORT, MUMBAI**

**Issued by
Mumbai International Airport Limited**

Date of issue: 14th June, 2022

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. The EOI does not purport to contain all of the information that may be required by Applicants to evaluate the business opportunity, and / or its commercial potential / value and each Applicant should conduct its own independent legal, financial due diligence or other analysis of the business opportunity, and / or its commercial potential / value and of the information contained or referred to in the EOI and should obtain such professional advice as it deems necessary including consideration of any business risks associated thereto. It is also clarified that this EOI shall be non-transferable.
4. Any communication to the Applicants from MIAL shall be valid only if received in writing from any person authorised by MIAL.
5. 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.
6. 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 and / or the Digital Platform 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. PASSENGER TRAFFIC DATA

The following is the passenger traffic data for the past 5 (five) years:

Total Passenger Traffic	
Financial Year	Passengers (million)
2021-22	21.75
2020-21	11.05
2019-20	45.87
2018-19	48.82
2017-18	48.50

The passenger traffic witnessed historically does not necessarily indicate continuation of the same in future. Hence, Applicants are advised to derive their own estimates and projections based on their own research. MIAL does not accept any liability or responsibility for any conclusions drawn by Applicants. Traffic forecast may always be affected by global factors, India-specific factors and other factors.

C. SCOPE OF DIGITAL TRANSFORMATION SERVICES

MIAL intends to appoint a service provider to provide the Digital Transformation Services. The service provider shall create a Digital Platform which shall include the mobile application, mobile site, website or any other technological modes through which the following is made available:

- (a) real time information about flights and various amenities and facilities at CSMIA;
- (b) a state-of-the-art digital point of sale and inventory management system (as may be applicable) for CSMIA;
- (c) solutions for creating and operating an online storefront enabling booking, purchase, and delivery of goods and services to users; and

- (d) an airport digital ecosystem including single window access for users, for providing various services.

Digital Transformation Services shall mean the services to be provided to MIAL and/or users in connection with creation, operation, maintenance, management and upgradation of the Digital Platform.

D. INVITATION

MIAL hereby invites all interested companies, whether private or public, registered in India (“**Applicant(s)**”) and having experience in creation of similar digital platform or providing similar digital transformation services or any such analogous experience satisfactory to MIAL, 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 3.3 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 “**EOI FOR DIGITAL TRANSFORMATION SERVICES AT CSMIA**” in the subject line of the email.

1.4 MODE OF PAYMENT

Notwithstanding anything contained herein, all payments to MIAL on any account whatsoever have to be made by way of direct transfer into current account of MIAL as per details stated below:

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

Applicants shall forthwith provide MIAL with the proof of any payment made by way of direct transfer.

1.5 INTERPRETATION:

- 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.

SECTION II : TERMS OF THE DIGITAL TRANSFORMATION SERVICES

2.1 BRIEF SCOPE AND DESCRIPTION OF THE DIGITAL PLATFORM

- A. The service provider shall be mandated to design, conceptualise, create, host, develop, operate, maintain, manage and upgrade the Digital Platform for CSMIA and provide the Digital Transformation Services in respect thereof. Key components of such Digital Platform are expected to be as follows:
- i. Flight information
 - ii. Airport Facilities and Amenities Information
 - iii. Feedback management system
 - iv. Creation of an online sales channel for various products and services available at CSMIA
 - v. Deployment and upgradation of technology and tools as per good industry practice to enhance the user experience and interface
 - vi. Development, maintenance and operation of all social media platforms of CSMIA
 - vii. Any other services as may be defined during the bidding process
- B. The contract for the Digital Platform is expected to be for a period of 10 (ten) years, and further extendable, at sole discretion of MIAL. Detailed terms in this regard shall be specified in the bidding documents issued to shortlisted Applicants.
- C. The Digital Platform needs to be updated and upgraded from time to time to match the latest trends in the technology deployment, development, (software and hardware both) and consumer behaviour.

2.2 PROOF OF CONCEPT FOR THE DIGITAL PLATFORM

All the shortlisted Applicants shall be required to develop a “proof of concept” of the proposed Digital Platform to MIAL within a period of 3 weeks from the date of communication from MIAL to such Applicants about their shortlisting. The proof of concept will be developed as per instant technology practice and at the sole cost of such Applicant. During the tender stage, MIAL reserves the right to require shortlisted Applicants to make a technical proposal submission; and the above-mentioned proof of concept may be evaluated as part of such technical proposal.

SECTION III : INVITATION FOR EOI PROCESS

3.1 AWARD PROCESS, ELIGIBILITY CRITERIA AND TIME SCHEDULE

- A. The purpose of this EOI process is to enable MIAL to shortlist companies for the Digital Transformation Services 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 said contract for Digital Transformation Services.
- B. MIAL is using a two stages award process to grant a contract for Digital Transformation Services. 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. At the end of this stage, MIAL intends to announce a list of shortlisted Applicants who shall be eligible for participation in the "Tender Stage". 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.

3.2 ELIGIBILITY CRITERIA

3.2.1 The Applicant or its Affiliate must fulfil the following technical eligibility criteria during at least one of the past two financial years:

- (i) experience of creation, hosting, development, operation, maintenance, management and upgradation of a digital platform in the form of a mobile application and/or a website and/or any other form of media; or
- (ii) experience of handling customer relationship management systems of any consumer facing business along with a partnership with a digital platform developer; or
- (iii) appropriate technology and qualified / experienced talent resources already tied-up with it for such development of digital platform who have a cumulative experience of at least 100 years in this field.

3.2.2 The Applicant or its Affiliate must fulfil the following financial eligibility criteria for at least one of the past two financial years:

- (i) The Applicant or its Affiliate must have the annual turnover of Rs. 75 Crores (Rupees Seventy Five Crores Only); and
- (ii) a positive Net Worth. “**Net Worth**” shall have the meaning as defined under the Companies Act, 2013.

“Affiliate”, with respect to the Applicant, means any company who, directly or indirectly, (a) Controls the Applicant, (b) is Controlled by the Applicant, or (c) is Controlled by the same person who, directly or indirectly, Controls the Applicant. 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.

The Applicant shall fulfil both the technical and financial criteria as mentioned above.

3.3 TIME SCHEDULE

Date	Event
14 th June, 2022	Date of newspaper advertisement
21 st June, 2022	Last Date for Submission of Applications
24 th June, 2022	Shortlisting of Applicants by MIAL for further bidding process

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.

3.4 FEES FOR EOI

The Application is to be accompanied by a non-refundable fee (inclusive of GST) of INR 3,54,000/- (Rupees Three Lakhs Fifty Four Thousand Only) by way of a fund transfer to MIAL to its bank account, details of which are provided Clause 1.4 above.

3.5 MULTIPLE EOI APPLICATIONS

Each company including its subsidiaries and related parties should only submit one application for EOI stage as a sole Applicant. It is not allowed to submit multiple Applications, directly or indirectly, in the capacity as sole Applicant and separately in the capacity as Affiliate. If several Applications are received from the same company or its subsidiaries or related parties, MIAL will not consider any of the Applications.

3.6 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**;
 - ❖ Form for Eligibility along with necessary documents as per **Annexure 2**;
 - ❖ Proof of payment.
- 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 DIGITAL TRANSFORMATION SERVICES AT CSMIA

LAST DATE FOR SUBMISSION OF APPLICATIONS: _____

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 3.3 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.

3.7 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 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;
- 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.

3.8 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: 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 Digital Transformation Services at CSMIA

**Ref: EOI for Digital Transformation Services at CSMIA dated _____, 2022
("EOI") issued by MIAL.**

1. We confirm that we are submitting our Application to design, finance, develop, operate, maintain and manage the Digital Transformation Services 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 enclose the completed Form for Eligibility (together with the supporting documents) in accordance with Annexure 2 of the EOI.
3. We further confirm that we are not disqualified from participation in the competitive bidding process, pursuant to the provisions of the EOI.
4. We represent, warrant and covenant to MIAL that all information furnished or to be furnished by us to MIAL at any time (including without limitation, as part of our Application in response to the EOI) is true, complete, accurate, unconditional and fairly presented. We undertake to forthwith inform MIAL in the event of occurrence of any circumstances that would render any information, representations or warranties in our Application, untrue, incorrect or invalid.
5. Having read, carefully examined and understood the terms of the documents comprising the EOI (including without limitation, the form of the Agreement issued), we, the undersigned, hereby offer to perform the Digital Transformation Services (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. Details of our directors and shareholding pattern is as follows;

A. Details of Board of Directors (*separate sheets may be attached with this Application Certificate*)

SN	Name of the Director	Designation	DIN, if applicable

B. Shareholding Pattern

SN	Category of Shareholder	Number of equity shares (Nos.)	Paid-up value of equity shares (Re).	Percentage of total equity capital
1.	Promoter & Promoter Group			
	i. Name of the largest shareholder			
	ii. Name of the second largest shareholder			
	iii. Name of the third largest shareholder			
	iv. Name of the fourth largest shareholder			

	v. Name of the fifth largest shareholder			
	vi. Other Promoter & Promoter Group Shareholders			
2.	Public			
3.	Non-Promoter-Non-Public			
TOTAL				100%

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 accept all the terms and conditions of the EOI.
11. 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. 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:

Address for communication:

Phone number:

E-mail:

Annexure 2 : Form for Eligibility
(Refer Clause 3.2)

1.	Name of the Applicant	<i>[insert name]</i>
	Registered Office Address of the Applicant	<i>[insert address]</i>
2.	Eligibility Criteria (Refer Clause 3.2)	Particulars
i.	Name(s) of the digital platform(s) developed / maintained	<i>[insert details – please attach separate sheets if required]</i>
	OR	
ii.	Name(s) of the consumer facing business(es) for which customer relationship management systems handled	<i>[insert details – please attach separate sheets if required]</i>
	OR	
iii.	Details of tie-ups for technology and talent resources	<i>[insert details – please attach separate sheets if required]</i>
iv.	a. Turnover details	<i>[insert turnover in INR and FY]</i>
	b. Net Worth	<i>[insert Net Worth in INR and date]</i>

Notes:

- 1. Mention N.A. wherever not applicable.
- 2. Any Applicant who intends to submit any additional information, considered relevant, may do so on separate sheets.

Supporting documents:

- 1. Certificate from the Authorised Signatory(ies) of the Applicant certifying shareholding relationship of the Affiliate with the Applicant.
- 2. Certificate from statutory auditor certifying the turnover and net worth of the Applicant/Affiliate.
- 3. Certificate from statutory auditor / CEO / CFO of the Applicant / Affiliate certifying the experience in 2(i) or 2(ii) above or the cumulative number of years’ experience of the talent resources as per 2(iii) above.
- 4. Supporting documents, if any, to show the work experience in the digital platform development, customer relationship management systems, etc.

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

Authorised Signatory

Name:

Title:
