

APPLICATION FOR PURCHASE OF REQUEST FOR PROPOSAL (RFP) DOCUMENT(S)

Place: _____

Date: _____

To,
General Manager – Finance,
Mumbai International Airport Limited,
Chhatrapati Shivaji Maharaj International Airport,
Terminal 1, Santacruz (East), Mumbai – 400 099, India.

Dear Sir,

Subject: Confirmation for participating in competitive bidding process for non-aeronautical concession(s) at CSMIA by
_____ *[insert name of the Applicant]* (“Applicant”)

1. This is to confirm that we, _____ *[insert name of the Applicant]* are interested in participating in the non-aeronautical concession bidding process for the following outlet(s) and meet the qualification criteria provided below in respect of each of the categories:

Sr. No.	Type	Location of the Outlet	Approx. Area (sqm)*	Category of the Outlet	Format	Term (Yrs)	Minimum turnover from category of business in (E) during last fin. year (INR in Crs.)	Minimum presence at no. of Airports for the same category (no. of Airport)	Please mention brand proposed for the category	Please mark ✓ if RFP for the Category is requested
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
1	Retail	Terminal-2 Dom SHA	89	Electronics & Accessories	EBO/ MBO	5	100			

*** - Please note the above area is indicative actual area will be as per RFP.**

Notes:

- (a) *Applicant can be the brand owner or franchisee of the brand or a partner.*
- (b) *Qualification in relation to the 'turnover' has to be met by the Applicant and/or its affiliates and/or its brand(s) principals (eg. A is the owner of a brand and B is franchisee for the brand, here A is the brand principal and B is Applicant).*
- (c) *In the event an Applicant entity does not have turnover from the same business category as per proposed outlet it is interested in, it shall be still issued the RFP documents if its total turnover from any other categories is at least 5 times the respective minimum qualifying turnover as specified above.*
- (d) *It is further clarified that an Applicant entity already operating at CSMIA need not meet / submit the qualifying turnover requirements.*

2. Accordingly, we submit herewith the Application Cost of **Rs. 1,00,000/- (Rupees one lakh only) for each of the RFP documents** as indicated in (1) above. The total amount of Rs. _____ (Rupees _____) for the purchase of RFP documents for Sr. No.s _____ ***[insert the serial numbers of the RFP from (1) above]*** is paid as per details below:

(A) Banker's Cheque / Demand Draft No. _____ dated _____ drawn on _____ (Bank name)

OR

(B) Direct transfer to MIAL account from _____ (Bank name) on _____ (date) vide transfer advice no. _____ ***[proof to be attached]***

3. Our other details are as follows:

Heading	Details
Address	
Nature of Applicant (Company / Partnership Firm / LLP etc.)	
PAN (Pl enclose copy)	
GST Registration No. (Pl enclose copy)	
Name and Email ID of the Contact Person	

4. We understand that this Application Cost will be adjusted against the bid security amount, to be furnished along with the fully compliant bid, which is refundable (as provided in the RFP document) in the event such bid is unsuccessful. Further, if we choose

not to submit bid or a submit a non-compliant bid, we acknowledge that only 70% of the Application Cost shall be refunded by MIAL and 30% of the Application Cost shall not be refunded by MIAL.

5. We confirm that we meet the minimum qualifying turnover for each of the above selected category(ies), and are submitting the following documents along with this Application: [*applicable only for fresh applicants which are NOT already present at CSMIA*]
 - (a) an audited P&L statement or auditor's certificate as proof of the minimum qualifying turnover for the last financial year; and
 - (b) a copy of franchise agreement/brand registration certificate/ a certified document indicating our nature of relation with the brand.
6. We further acknowledge and confirm that MIAL at its sole discretion reserves the right to reject our Application after evaluating our experience/expertise/proposed brand for the concerned business category. In case of rejection, the Application Cost submitted by us shall be refunded by MIAL.
7. We hereby confirm that as on the date of submission of this Application we have not defaulted or non-complied with any of the terms, conditions and covenants of any agreement entered with MIAL or any of its affiliate. We further confirm that we or our affiliate, as the case may be, shall pay any outstanding dues as per terms of the existing agreement between us or any of our affiliate to MIAL or any of its affiliate.
8. We hereby confirm that all the information furnished in this Application is true and correct.
9. We request you to send us the Request for Proposal (RFP) document(s) for the outlet(s) indicated above, by email to the address specified in (3) above, upon realisation of the Application Cost and upon evaluation of our qualification criteria as specified in (1) and (6) above.
10. We further acknowledge and confirm that MIAL, in its sole discretion, may amend / reconfigure / re-align any of the above-mentioned proposed outlets prior to issue of the RFP to us. Further, we also acknowledge and confirm that MIAL may, at its sole discretion, decide to cancel the bidding process for any or all of the categories stated above, without assigning any reasons therefor.
11. **We hereby confirm that MIAL shall be entitled to reject our Application, if it is received by MIAL after the last date and time for submission.**

12. 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). For this purpose, (i) “Group Entity” with respect to a specified Entity, means any other Entity directly or indirectly controlling, controlled by or under common control with such specified Entity; provided however, that, for purposes of this definition, the terms “controlling”, “controlled by” or “under common control with” mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect or appoint at least 50% (fifty percent) of the directors, managers, partners or other individuals exercising similar authority with respect to such Entity; and (ii) “Entity” means a company incorporated in India or a partnership firm or a limited liability partnership or an individual/ sole proprietor, a Hindu undivided family, an association of persons, a body of individuals, trusts and any other artificial juridical person based in India or abroad.
13. We represent and warrant that we, our directors, our key managerial personnel, our partner and our shareholders [are / are not] [*strike out which is not applicable*] Related Party, of MIAL or its directors or its shareholders. For this purpose, Related Party shall have the same meaning as assigned to it under section 2(76) of the Companies Act, 2013 read with the Companies (Specification of definitions details) Rules, 2014.

14. **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 us to participate in the competitive bidding process for non-aeronautical concession(s) indicated by us in the table above (“**Specified Purpose**”). We 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 any and all documents and information, provided by or on behalf of MIAL to us or otherwise obtained by us pursuant hereto or negotiations and discussions with MIAL, including without limitation, any clarifications, amendments, tender documents or RFP 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 CSMIA, in each case whether in writing, electronic form or other tangible form or disclosed by oral or visual presentation or other intangible method.

- (B) We shall use the Information solely for the Specified Purpose. We shall maintain the confidentiality of the Information and shall not disclose the Information to any person, other than:
- (i) our 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 (a) we shall ensure that such party agrees to appropriate confidential treatment of such Information as per the terms hereof; and (b) we 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 us or any other party, (ii) is in our possession prior to its disclosure by MIAL and rightfully received without any breach of confidentiality by any party. If we are required to disclose any Information pursuant to any applicable laws or an order of any judicial or statutory authority, we 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 in any effort by MIAL to contest or obtain a protective order against such requirement.
- (D) We shall return to MIAL all Information including without limitation all originals, copies, extracts and summaries thereof (including information on electronic media), and certify to MIAL that we have returned such Information within two days of such request by MIAL.
- (E) We agree 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, we agree that MIAL is entitled to seek injunctive or other appropriate relief to restrain any breach or threatened breach of these confidentiality provisions.

15. We acknowledge and agree that the payment of Application Cost, receipt of the RFP document(s), participation in the RFP process or submission of any bid(s) under or pursuant to the RFP document(s) does not and would not be deemed to create any rights or

expectations whatsoever in our favour. We agree and acknowledge that nothing contained herein or in the RFP process shall constitute any offer by MIAL to enter into any contract with us. We acknowledge and agree that the acceptance, rejection or disqualification of our application, issue of the RFP document(s) and award of the concession(s) at any stage is at MIAL's sole discretion and any decision taken by MIAL pursuant hereto is final and binding on us and we shall have no rights or claims in relation to any decision of MIAL pursuant to the RFP process.

Thanking you,
Yours sincerely,

For _____
[insert name of the Applicant]

[Signature of the Authorised Signatory with stamp]

Name: _____

Title: _____

Instructions for Payment –

Application Cost can be paid either by way of bankers' cheque / demand draft drawn on a scheduled commercial bank in favour of “**Mumbai International Airport Limited**” payable at par at Mumbai or 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
