REQUEST FOR QUALIFICATION FOR GROUND HANDLING CONCESSION AT CHHATRAPATI SHIVAJI INTERNATIONAL AIRPORT, MUMBAI

Issued by
Mumbai International Airport Private Limited

September 14, 2015
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SECTION I : INTRODUCTION

1.1 BACKGROUND

Mumbai International Airport Private Limited (“MIAL”) was created in order to foster and support the rapid development of Mumbai as the hub of India’s financial and business network.

MIAL is a joint venture company between the GVK led consortium (74%) and the Airports Authority of India (“AAI”) (26%) and was awarded the mandate of modernizing and upgrading Mumbai’s Chhatrapati Shivaji International Airport (“CSIA” or the “Airport”).

With the Operation, Management and Development Agreement (“OMDA”) signed on April 4, 2006, between AAI and MIAL, MIAL has been granted the exclusive right and authority to operate, manage and develop the Airport for a term of 30 years 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.

At present, ground handling services at CSIA are being performed by three major ground handlers, viz. Air India Air Transport Services Limited, a subsidiary of Air India (“AIATSL”), Celebi Nas Airport Services Pvt. Ltd. (“Celebi”) and Cambata Aviation Pvt. Ltd. (“Cambata”) (each, a “Major Ground Handler”).

1.2 CONCESSION

MIAL intends to grant a Concession (as detailed in Section III) to a party selected through a competitive bidding process (“Successful Bidder”). The concession agreement shall be executed between MIAL and the concessionaire (“Concessionaire”) which shall be:

(i) in the event of a single Indian Company becoming the Successful Bidder, the single Indian Company or a special purpose vehicle company incorporated by such Indian Company; or

(ii) in the event of a single Foreign Company or a Consortium becoming the Successful Bidder, a special purpose vehicle company, which the single Foreign Company or the Consortium shall incorporate in India on being awarded the Concession.

1.3 BIDDING PROCESS

The competitive bidding process for selection of the Successful Bidder shall be conducted in TWO stages as follows:

(i) The RFQ stage, under which this Request for Qualification document (“RFQ”) is being issued by MIAL, for the selection of parties meeting the eligibility criteria hereunder; and

(ii) The RFP stage, under which the Request for Proposal document (“RFP”), will be issued by MIAL to eligible parties from the RFQ stage (“Bidders”) and
under which Bidders will be invited to submit bids for undertaking the Concession.

1.4 INVITATION

MIAL hereby invites interested parties meeting the eligibility criteria set forth in Section IV of this RFQ (“Applicants”) to submit their applications and documents establishing their eligibility (“Applications”), to participate in the competitive bidding process under the RFP. Interested parties shall note that they will not be permitted to participate in the RFP for the award of the Concession, unless they submit their Application and are determined by MIAL to be eligible, in accordance with this RFQ.

The following schedule shall be followed for the RFQ process:

<table>
<thead>
<tr>
<th>(a)</th>
<th>Date of issue of RFQ:</th>
<th>September 14, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Last date for seeking clarifications in relation to the RFQ (refer Section 5.4):</td>
<td>September 23, 2015</td>
</tr>
<tr>
<td>(c)</td>
<td>Responses to clarifications, by MIAL, if any:</td>
<td>September 30, 2015</td>
</tr>
<tr>
<td>(d)</td>
<td>Last date and time for submission of Applications:</td>
<td>5.30 pm IST on October 09, 2015</td>
</tr>
</tbody>
</table>

MIAL proposes to issue the RFP to eligible Applicants within 10 days of the last date of submission of Applications provided in Section 1.4(d) and intends to receive bids from the Bidders within a period of 30 days from the date of issuance of the RFP. MIAL reserves the right to change the schedule at its sole discretion. Any such changes will be posted on the website mentioned in Section 1.6 below.

1.5 RFQ COST

Applicant shall pay to MIAL a non-refundable amount of Rs. 5,00,000/- (Rupees five lakhs only) as cost of the RFQ process. Applicant shall submit as part of its Application the RFQ cost in the manner stated below:

(i) A banker’s cheque/ demand draft for the said amount drawn on a scheduled commercial bank, in favour of “Mumbai International Airport Pvt. Ltd.”, and payable at par at Mumbai; or

(ii) Direct transfer to MIAL current account as per details below:

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Axis Bank Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of the Bank</td>
<td>Barakhamba Road Branch, Statesman House, 148, Barakhamba Road, New Delhi-110 001</td>
</tr>
<tr>
<td>Name of Company</td>
<td>Mumbai International Airport Private Limited</td>
</tr>
<tr>
<td>Account No.</td>
<td>007010200040789</td>
</tr>
<tr>
<td>Name of the Account</td>
<td>MIAL Escrow Account- Receivables Account</td>
</tr>
<tr>
<td>IFSC Code of the branch</td>
<td>UTIB0000007</td>
</tr>
</tbody>
</table>
1.6 CONTACT DETAILS

The address and contact details for submission of Applications is as follows:
Assistant Vice President - Finance
Mumbai International Airport Private Limited,
Chhatrapati Shivaji International Airport,
Terminal 1B, Santacruz (East),
Mumbai - 400 099, India
email: ground.handling@gvk.com
website: http://www.csia.in/business-opportunities/commercial-opportunities.aspx

Please note that all communication should contain the subject “Confidential: RFQ for Ground Handling Concession at CSIA”.

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SECTION II : DEFINITIONS

2.1 The following expressions in the RFQ shall, unless otherwise stated or inconsistent with the context in which they appear, have the meanings set forth below and cognate expressions shall have corresponding meanings. Other terms are defined in the context in which they appear in this RFQ.

“AIATSL” is defined in Section 1.1.

“Affiliate” with respect to any person or entity means, any other person or entity, that Controls, is Controlled by or under common Control with the first mentioned person or entity. The term Affiliate includes without limitation, subsidiary companies, holding companies and subsidiaries of the holding companies, of an entity and any other entity directly or indirectly who has had and/or having business relationship with MIAL which is related to the Concessionaire.

“Agreement(s)” means the agreement(s) to be entered into, in accordance with the RFP, between MIAL and the Successful Bidder for the award of the Concession, in the form issued by MIAL pursuant to the RFP.

“Airport” or “CSIA” means Chhatrapati Shivaji International Airport, Mumbai.

“Applicable Laws” means all laws in force and effect including without limitation all statutes, rules, regulations, notifications, circulars and guidelines and judgments, decrees, injunctions, writs and orders of any court of record, tribunal or quasi-judicial body and instructions, decisions and directions of any governmental body or administrative authority, rules of any recognised stock exchange, as amended, replaced, re-enacted, restated or re-interpreted from time to time in India or any other relevant and applicable jurisdiction.

“Concession” or “Ground Handling Concession” means the right to undertake the Ground Handling Operations at the Airport in accordance with the terms of the Agreements.

“Consortium” means any consortium of companies that meets the conditions specified in Section 4.1 and 4.2 and who are eligible to participate in this RFQ.

“Control” means the ability to control the management and policies of a person or entity, whether through direct or indirect ownership of minimum 26% (twenty six percent) of voting securities, the power to appoint a majority of the members of the board of directors or equivalent governing body of such entity, by contract or otherwise.

“Eligibility Form” means the completed form to be submitted by the Applicant in the format set forth in Annexure B.

“Excluded Services” is defined in the definition of “Ground Handling Services”, below.
“General Aviation Flights” means all flights other than military and scheduled airline flights, both private and commercial.

“Ground Handler” means a person who enters into an IATA SGHA with airlines directly for providing ground handling services (including both ramp and terminal services) as specified in Annexure D, and carries out services using ground handling equipment owned by it.

“Ground Handling Facilities” shall mean the facilities for the provision of the Ground Handling Services to be designed, constructed, developed, procured, installed, commissioned, operated, managed and maintained by the Successful Bidder including without limitation, equipment, the ground support equipment facility, and other movable and immovable properties, as more particularly defined in the Agreements.

“Ground Handling Operations” means the design, construction, development, procurement, installation, commissioning, operation, management and maintenance of the Ground Handling Facilities and the provision of Ground Handling Services at the Airport.

“Ground Handling Services” means ground handling services, as more particularly defined in the Agreements, which shall comprise of the ground handling services set forth in Annexure D read with the IATA SGHA (2013 version) (“IATA SGHA”), provided that:

(a) in no event shall the following activities (the “Excluded Services”) be included within the scope of Ground Handling Services:

(i) Cargo and Mail Warehouse Services, as described in IATA SGHA Annex A, Section 5 or cargo warehousing services of any form;

(ii) Registered baggage X-ray scan check (baggage and cargo) as covered by the Applicable Laws of India;

(iii) Lounge services at passenger terminals;

(iv) Provision, management and retrieval of baggage trolleys used by passengers in terminals; and

(v) ground handling services for General Aviation Flights and fixed base operations for General Aviation Flights.

(b) In the event of any conflict between Applicable Laws of India and IATA SGHA, Applicable Laws of India, as the case may be, shall prevail.

Additional services may be added to the scope of Ground Handling Services in accordance with the provisions of the Agreements.

“JVC” in relation to a Consortium, means the joint venture company to be formed by the members of the Consortium, if declared the Successful Bidder.

“Lead Member” in relation to a Consortium, means the member of the Consortium to be designated as such by the Consortium, in accordance with Section 4.4(b).
“Major Ground Handler” is defined in Section 1.1.

“OMDA” is defined in Section 1.1.

“Successful Bidder” means the Bidder selected pursuant to the RFP for the award of the Concession by MIAL.

“Term” is defined in Section 3.2.
SECTION III : SCOPE OF CONCESSION

3.1 Scope of Concession

The Successful Bidder selected pursuant to the RFP will be granted the non-exclusive right to undertake and perform the activities comprising the Ground Handling Operations at the Airport, in accordance with the Agreements. The Concessionaire shall design, construct, develop, procure, install, commission, operate, manage and maintain the Ground Handling Facilities. The Concessionaire shall be entitled to provide Ground Handling Services to any scheduled airline and shall perform all other obligations as set forth in the Agreements.

3.2 TERM

The term of the Concession ("Term") shall be a period of ten (10) years from the commencement date subject to earlier termination, all in accordance with the provisions of the Agreements.

Under the Concession, the Concessionaire will be required to pay to MIAL a concession fee and other fees and charges as set forth in the RFP.

The detailed terms of the Concession and the bidding process will be set forth in the RFP.

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SECTION IV : ELIGIBILITY CRITERIA

To participate in the RFP, an Applicant must be eligible in accordance with this Section IV.

4.1 TECHNICAL ELIGIBILITY CRITERIA
Applicant should have during the year ended March 31, 2015, handled as a Ground Handler, at least 5 million passengers in aggregate at international airports (which may be within or outside India).

4.2 FINANCIAL ELIGIBILITY CRITERIA
The Applicant should have:
(i) turnover of Rs. 35 crores (Rupees thirty five crores only) during the year ended March 31, 2015; and
(ii) positive Net Worth as at March 31, 2015 in accordance with the audited financial statements. For this purpose “Net Worth” means paid up share capital plus free reserves, excluding revaluation reserve, less accumulated losses and miscellaneous expenses yet to be written off, if any.

It is hereby clarified that for determining the technical eligibility criteria and the financial eligibility criteria, the experience of the Applicants’ Affiliates, will also be considered, provided details of such Affiliates are provided in the Eligibility Form.

4.3 NATURE OF APPLICANT
An Applicant may be either:
(a) a private or public limited company incorporated in India (“Indian Company”); or
(b) a private or public limited company incorporated outside India (“Foreign Company”); or
(c) a consortium of one or more such companies (“Consortium”) meeting the conditions specified in Section 4.4 below.

No other category of persons or entities may participate in this tendering process.

4.4 PARTICIPATION BY CONSORTIUMS
In case of a Consortium, the following conditions apply:
(a) The Consortium must be formed prior to submission of Applications, as evidenced by an inter-se agreement or memorandum of understanding (“MOU”) among the Consortium members to participate in the RFQ and RFP and, if awarded, to perform the Concession. A notarized copy of such agreement or MOU shall be submitted as part of the Application.
(b) A Consortium may have maximum two members and the Consortium must designate in its Application one member as the ‘Lead Member’ who shall hold
minimum 26% stake in the JVC (hereinafter referred to as the “Lead Member”).

(c) For the Consortium to be eligible to participate in this RFP, the Members should jointly meet all the eligibility criteria in Section 4.1 and 4.2.

(d) The Consortium members shall not transfer or dispose of their shareholding in the JVC or change their shareholding pattern in the JVC, except as permitted under the Agreements.

(e) The Consortium shall ensure that the JVC obtains all approvals including prior security clearances from relevant authorities for performance of Ground Handling Operations in accordance with the Agreements.

(f) All Consortium members shall be jointly and severally liable for complying with the terms and conditions of the RFQ, RFP and, if awarded the Concession, the terms of the Agreement.

(g) The Consortium shall authorize the Lead Member to communicate and interact with MIAL on behalf of all Consortium members and to act and enter into binding commitments on behalf of all the Consortium members, in relation to the competitive bidding process. MIAL shall, at all times and at its option, be entitled to communicate only with, and to rely only on statements, responses and communications received from, the Lead Member. Any communication to or discussion/agreement between MIAL and the Lead Member shall be deemed to be done or agreed with the Consortium as a whole and shall bind the Consortium.

(h) After submission of the Application, a Consortium shall not be permitted to change its members or its proposed shareholding pattern in the Concessionaire, and Applicants who are single entities will not be allowed to form consortiums with other parties for the RFP stage, unless such change is done with the prior written approval of MIAL.

4.5 OTHER TERMS

(i) No Applicant or Consortium member shall be an entity that has an interest (whether by way of equity or otherwise) in an Indian airport. For this purpose, an entity shall be deemed to have an ‘interest’ in an Indian airport, if it is the operator, developer, promoter or shareholder (excluding public shareholders or institutional investors in case of listed companies) of such airport or an Affiliate of such operator, developer, promoter or shareholder or has an interest in such airport, or if such airport has an interest in such entity; in any manner as determined by MIAL, at its sole discretion. It is clarified that this restriction shall not be applicable for the Affiliates of MIAL.

(ii) No Applicant or Consortium member shall be an Indian air carrier or any entity in which an Indian air carrier or its promoter(s) directly or indirectly holds any interest, or is otherwise an Affiliate of an Indian air carrier.
(iii) No Applicant or Consortium member shall directly, or through an Affiliate, participate in or be associated with more than one Application.

(iv) Notwithstanding anything to the contrary, MIAL reserves the right to disqualify from participation in the competitive bidding process, an Applicant if such Applicant or, in the case of a Consortium, any member of the Consortium, or any of the Affiliates of the aforesaid persons or the promoters, directors, partners, beneficial owners or senior management of the aforesaid persons or their Affiliates:

(a) is or has been either directly or indirectly involved in any frivolous or vexatious litigation against MIAL; or

(b) has against it any pending criminal case or investigation; or

(c) has against it any investigation, enquiry or proceedings pending in connection with any economic offence; or

(d) has any overdue amounts payable to MIAL or any other default; or

(e) has against it any litigation or proceedings, before any court or authority, pending in relation to bankruptcy, insolvency, liquidation, dissolution or winding-up; or is declared a sick company;

and if any of the above circumstance(s) is, in the sole opinion of MIAL, likely to adversely affect the performance of the Concession by the Applicant. The decision of MIAL in this regard shall be final and binding on all Applicants.

(v) An Applicant must submit a conforming Application, in accordance with this RFQ. Contravention of any of the above conditions at any time may entail disqualification of the Applicant from the bidding process without further notice. If such contravention occurs or is discovered after the Applicant has been awarded the Concession, the award is liable to be cancelled. It is clarified that no Major Ground Handler or its shareholder or promoter, or any Affiliate of such persons, shall directly or indirectly participate in this RFQ whether as an Applicant or member of a Consortium. It is further clarified that the Successful Bidder shall also not, directly or indirectly, enter into any sort of partnership or business sharing or any other business consolidation activity whatsoever at the Airport with any of the Major Ground Handlers or its shareholder or promoter, or any Affiliate of such persons.

(vi) It is clarified that, each Applicant shall be solely responsible for complying with applicable laws (including foreign investment and foreign exchange laws) for participation in the RFQ, the RFP and, if awarded, the performance of the Concession.
SECTION V : TERMS OF THE RFQ

5.1 CONTENTS OF APPLICATION

The contents of the Application shall be as set forth herein. The Applicant shall ensure that its Application is clearly divided into sections that are marked, numbered and arranged, in the order set forth below:

(i) RFQ Cost
Banker’s cheque/ demand draft for amount mentioned in Section 1.5 or if the payment has been done by direct transfer, then a copy of the document evidencing payment of amount mentioned in Section 1.5.

(ii) Application Form
(a) Applicant shall fill up, sign and submit the document in the form set forth at Annexure A to this RFQ and shall specify therein the e-mail address to which MIAL should send the RFP, if the Applicant is found to be eligible in accordance with this RFQ.
(b) Documents evidencing the authority of the signatory(ies) to the Application (e.g., certified true copy of board resolution or power of attorney) to sign and submit the Application on behalf of the Applicant and if eligible, to participate in the RFP, shall be enclosed along with this form.

(iii) Eligibility Form
(a) Applicant shall also fill up, sign and submit the document in the form set forth at Annexure B to this RFQ. It is clarified that Applicants who are single companies shall submit Form B1 under Annexure B, and Applicants who are Consortiums shall submit Form B2 under Annexure B.
(b) Supporting documents as mentioned in the Annexure B shall be enclosed with Form B1 or Form B2.

(iv) Information about the Applicant
Under this section, the Applicant shall provide the information specified below:
(a) Details of the Applicant: Applicant shall provide details including its name, legal nature of the entity, names and details of its promoters / directors /shareholders, parent company, place of incorporation, details of registered office, etc.
(b) Constitutional documents: Certified true copies of the certificate of incorporation and memorandum and articles of association or equivalent constitutional documents of the Applicant; certificate of commencement of business in case of a public limited company.
(c) **Write-up:** A write-up (covering details pertaining to the Applicant and/or the group companies) containing the following information:

1. A brief background of the Applicant, its group and its/their present operations in the ground handling services business; and

2. Major achievements in the ground handling services business and any other value added service provided by the Applicant.

(v) Each Applicant shall submit only true and correct information in its Application and shall ensure that there are no contradictions in the information submitted as part of the Application.

(vi) All pages of documents comprising the Application shall be initialled by the authorised signatory(ies) of the Applicant who sign(s) the Application document to be submitted in the form set forth in Annexure A hereto. **Annexure B** shall be signed by such authorised signatory(ies) of the Applicant, as indicated in **Annexure B**.

(vii) **Applications by Consortiums:** In the case of an Application submitted by a Consortium:

(a) The authorised signatories of all members of the Consortium shall sign and initial all documents that are to be signed and initialled by the Applicant, and documents evidencing the authority of all such signatories shall be submitted under Section 5.1(ii)(b) above.

(b) The information and documents in Section 5.1(iv) to be submitted in respect of an Applicant, shall be submitted in respect of each Consortium member.

(c) The MOU among the Consortium members, referred to in Section 4.4(a), shall be submitted as part of the Consortium’s Application.

(viii) Failure to submit the Application in accordance with the provisions of this Section may render the Applicant liable to be disqualified from the bidding process without further notice.

5.2 **Submission of Application**

(i) The documents comprising the Application shall be enclosed in a sealed envelope marked “**Application – RFQ for Ground Handling Concession at CSIA**”. The name and contact address of the Applicant should be mentioned on the sealed envelope. The sealed envelope shall be sent by registered post/courier/hand delivery to the address at Section 1.6 and should reach MIAL latest by the last date and time specified in Section 1.4.

(ii) MIAL does not take any responsibility for any delays or failure of any Application to reach MIAL for any reason.
Upon receipt of Applications, MIAL reserves the right to request any Applicant for further evidence of it meeting the eligibility criteria under this RFQ or other documents, information or clarifications as may be deemed necessary by MIAL at its sole discretion. All such documents, information and clarifications shall be deemed to form a part of such Application.

Upon establishing the eligibility of the Applicant and verifying compliance with the requirements of this RFQ, MIAL will e-mail the RFP to the address indicated by the Applicant in its Application.

5.3 AMENDMENTS TO THE RFQ

MIAL reserves the right at its sole discretion, to change the schedule or terms of this RFQ, including without limitation, the scope of the Concession. Any such change will be posted on the website mentioned in Section 1.6 above. Applicants are advised to visit the website regularly up to the last date of submission of Applications, to obtain any such information.

5.4 CLARIFICATIONS

Any queries in relation to this RFQ may be sent by Applicants to the email id mentioned in Section 1.6 by the date mentioned in Section 1.4(b) with the subject line “Queries – RFQ for Ground Handling Concession at CSIA”. MIAL is however not bound to respond to any such queries. Without prejudice to the generality of the foregoing, queries in relation to terms of the Concession will not be entertained, as detailed information in relation thereto shall be provided in the RFP. Responses to queries, if any, shall be posted on the website from which this RFQ was obtained by the date mentioned in Section 1.4(c). Applicants are advised to regularly visit the website to obtain any such information.

5.5 TERMS AND CONDITIONS

Notwithstanding anything to the contrary, MIAL reserves its rights to proceed with the bidding process in the manner as decided by it at its sole discretion. Without prejudice to the generality of the foregoing, upon receipt of Applications, MIAL reserves the right, at its sole discretion, to:

(a) cancel the bidding process and not issue the RFP.

(b) invite revised and/or fresh Applications under this RFQ or a new request for qualification with revised eligibility criteria.

(c) reject any Application on the basis of any other criteria determined by MIAL in its sole discretion (and communicated to the Applicant) to materially affect the ability of the Applicant to undertake the Concession or to enter into contracts and arrangements with MIAL.

By doing so, MIAL shall not incur any liability and in no event shall any Applicant have any claim in this regard. It is clarified that the Application and
all other documents submitted by the Applicant shall become the property of MIAL and shall not be returned to the Applicant under any circumstances.

(ii) MIAL reserves the right to proceed with the bidding process regardless of the number of Applications that are received and that are eligible. For the avoidance of doubt, MIAL may proceed with the RFP process even if only one eligible Application is received.

(iii) This RFQ is not an offer by MIAL to enter into any contract and nothing herein shall (i) confer any right upon the Applicant or impose any obligation upon MIAL in any manner whatsoever; and (ii) be a representation or promise enforceable at law against MIAL. All costs incurred by the Applicant in relation to this bidding process (including without limitation, preparation and submission of the Applications) shall be borne solely by the Applicant and under no circumstances shall MIAL be liable for the same.

(iv) Applicants are bound to maintain the confidentiality of any information or documents that may be provided to them, in accordance with the confidentiality terms set forth in Annexure A hereto, whether or not they submit an Application or participate in the RFP.

(v) MIAL reserves the right to change the terms of the RFQ at any time. Any such change will be posted on the website mentioned in Section 1.6. Applicants are advised to regularly visit the website to obtain any such information.

(vi) This RFQ and the selection process hereunder shall be subject to the terms and conditions of the OMDA.

(vii) All matters in relation to this RFQ shall be governed by the laws of India only and any disputes shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.

(viii) By submitting an Application, an Applicant shall be deemed to have accepted all the terms and conditions of this RFQ.

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ANNEXURE A : FORM OF APPLICATION

[Insert Place, Date]

To: Mumbai International Airport Private Limited,
Chhatrapati Shivaji International Airport,
Terminal 1B, Santacruz (East), Mumbai - 400 099, India
Attn: Assistant Vice President – Finance

Dear Sir,

Subject: Application in response to RFQ for Ground Handling Concession at CSIA

Ref: Request for Qualification for Ground Handling Concession at CSIA dated September 14, 2015 (“RFQ”) issued by Mumbai International Airport Private Limited (“MIAL”). Capitalised terms used but not defined herein have the meanings set forth in the RFQ.

1. We, the undersigned, (“Applicant”) confirm that we are interested in participating in the competitive bidding process for the Ground Handling Concession (as defined in the RFQ) at Chhatrapati Shivaji International Airport (“CSIA”).

2. We request you to send us the Request for Proposal document (“RFP”) by email to ________________ [Insert e-mail address], if we are found eligible by MIAL in accordance with the RFQ.

3. We hereby confirm that we meet the eligibility criteria in the RFQ and we hereby submit details of our meeting the said eligibility criteria at Section IV of the RFQ in the form set forth in Annexure B to the RFQ, together with the supporting documents as mentioned therein.

4. We represent and warrant that we are not disqualified from participation in the competitive bidding process, pursuant to the provisions of the RFQ.

5. Without prejudice to the generality of the foregoing, except as set forth below, there are no pending or previous litigations with MIAL or pending criminal cases, investigations, enquiry or proceedings; as specified under Section 4.5(iv) of the RFQ. We are of the opinion that the litigations, cases, investigations, enquiry and proceedings (if any) disclosed below will not adversely affect our performance of the Concession, however we agree that the decision of MIAL in this regard and any consequent decision to disqualify us from participation in the competitive bidding process, will be final and binding on us.
RFQ – Ground Handling Concession at CSIA

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details*#</th>
<th>By or against the Applicant. Please specify name of other party</th>
<th>Amount Involved</th>
<th>Impact if decision held against the Applicant</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
<td></td>
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</tbody>
</table>

* - Please provide details of all litigations, cases, investigations, enquiry and proceedings covered under Section 4.5(iv) of the RFQ, against or in which the Applicant, or any Consortium member (in the case of a Consortium), or the Affiliates of such persons or the promoters, directors, partners, beneficial owners or senior management of such persons or their Affiliates, is directly or indirectly involved. All material particulars of such cases should be given, including all parties thereto, their relation to the Applicant/ Consortium member/, the current status of each case, the estimated financial liability, if any, or other adverse consequences anticipated. Additional rows may be added if necessary. If there are no litigations, cases, investigations, enquiries or proceedings as specified under Section 4.5(iv) of the RFQ, please mention “NIL” in the above table.

# - In case of Consortium, please use separate table for each member of the Consortium.

6. We represent and warrant that there are no overdue amounts payable to MIAL from us, or our Affiliates or our promoters, directors, partners, beneficial owners or senior management.

7. We also enclose herewith other documents as required under Section 5.1(iv) of the RFQ.

8. We represent and warrant that all information submitted as part of our Application is true and correct as on the date hereof and 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.

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 Bidder for undertaking the Concession (“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 any and all documents and information, provided by or on behalf of MIAL to the Applicant or otherwise obtained by Applicant pursuant to the RFQ, 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 CSIA, 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 (a) Applicant shall ensure that such party agrees to appropriate confidential treatment of such Information as per the terms hereof; and (b) 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 in any effort by MIAL to contest or obtain a protective order against such requirement.

(D) The Applicant 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 it has returned 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 and agree to all the terms and conditions of the RFQ.
11. We hereby agree that our Application shall be interpreted, enforced and otherwise governed by the laws of India and that the courts at Mumbai, India shall have the exclusive jurisdiction in respect of matters arising in relation thereto.

12. We 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.

[In case Applicant is a Consortium, please add paragraphs 13-16 below]

13. We, the undersigned, undertake that we shall be jointly and severally liable for complying with the terms and conditions of the RFQ and we further agree that the representations, warranties, covenants, agreements and undertakings in the Application are applicable to each member of our Consortium and that all members of our Consortium shall be jointly and severally liable for any breach thereof.

14. We enclose herewith a notarized copy of the inter-se agreement among us as required under Section 4.4(a) of the RFQ.

15. In the event we are the Successful Bidder under the RFP, we will incorporate the Concessionaire with the shareholding as specified in Annexure B.

16. We represent and warrant that the Lead Member of our Consortium is ______________ [Insert name of Lead Member] and we hereby authorize the Lead Member to communicate and interact with MIAL on behalf of all Consortium members and to act and enter into binding commitments on behalf of all the Consortium members, in relation to the competitive bidding process (under the RFQ and RFP). We undertake and agree that MIAL shall, at all times and at its option, be entitled to communicate only with, and to rely only on statements, responses and communications received from, the Lead Member, in connection with the said competitive bidding process. Each of us agree that any communication to or discussion/agreement with the Lead Member shall be deemed to be done or agreed with the Consortium as a whole and shall bind all Consortium members, jointly and severally.

Yours sincerely,

For and on behalf of [insert name of Applicant]

________________________________
[Signature of authorised signatory of Applicant]

Name:
Title:
Address:
Phone number:
E-mail:
[Note: In case of a Consortium, authorised signatories of all Consortium members, will have to sign this Application as above.]

[Documents evidencing the authority of the above authorised signatories to sign and submit the Application on behalf of the Applicant and for Applicant to participate in the RFP, if eligible, shall be enclosed, and in the case of a Consortium, such documents shall be submitted for all Consortium members.]
ANNEXURE B: ELIGIBILITY FORM

FORM B1
[Applicable for an Applicant that is a single company]

Section A – Details of Applicant

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether an Indian Company or Foreign Company</td>
<td></td>
</tr>
<tr>
<td>[tick as applicable]</td>
<td></td>
</tr>
<tr>
<td>Nature of company [Indicate whether private limited company / public limited company. Please also indicate if the company is listed]</td>
<td></td>
</tr>
<tr>
<td>Place of incorporation</td>
<td></td>
</tr>
</tbody>
</table>

Section B – Experience under technical eligibility criteria (refer Section 4.1 of the RFQ)

<table>
<thead>
<tr>
<th>Name of international airport in which ground handling services concession is operated</th>
<th>Name of airlines at such airport to whom the services are provided</th>
<th>Whether the concession is operated by the Applicant or its Affiliate (Indicate “Own” / “Affiliate”)</th>
<th>If Affiliate, please indicate the shareholding by the Applicant in the Affiliate</th>
<th>Passenger traffic for the year ended March 31, 2015 at such airport</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
Section C – Turnover and Net Worth (of Applicant or Affiliate, as applicable) (in Indian Rupees)\(^2\) (refer Section 4.2 of the RFQ)

<table>
<thead>
<tr>
<th>Name of the Applicant / Affiliate</th>
<th>If Affiliate, please indicate the shareholding by the Applicant in the Affiliate</th>
<th>Total annual turnover during the year ended March 31, 2015</th>
<th>Net Worth as at March 31, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Supporting documents to be submitted along with this form:

1. For each airport listed above, the copy of agreement with the airport operator / airline or letter of confirmation from such airport operator/airline as specified in Annexure C or such other evidence as may be satisfactory to MIAL at its sole discretion.
2. Audited financial statements for the year ended March 31, 2015 (including without limitation, Profit and Loss Account and Balance Sheet along with schedules) of Applicant, supporting total turnover and Net Worth figures.
In case the books of account of the Applicant or Affiliate are in currency other than Indian Rupees (INR), the conversion from such currency to INR shall be made at the Representative Exchange Rate published by the International Monetary Fund for August 31, 2015 (Refer to https://www.imf.org/external/np/fin/data/rms_mth.aspx?SelectDate=2015-08-31&reportType=REP)

<table>
<thead>
<tr>
<th>Currency in which books of account are maintained</th>
<th>Units Equivalent to INR 1</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

For and on behalf of [insert name of Applicant]

__________________________________
(Authorised signatory)

Name:
Title:
FORM B2

[Applicable for an Applicant that is a Consortium]

Section A – Details of Applicant that is a Consortium:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Consortium member</th>
<th>Whether Indian Company or Foreign Company</th>
<th>Nature of company</th>
<th>Place of incorporation</th>
<th>Percentage holding in the paid-up equity share capital of Concessionaire</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>(Lead Member)*</td>
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<td></td>
<td></td>
<td>___%</td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>___%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

*Should not be less than 26%

Section B– Experience under technical eligibility criteria (refer Section 4.1 of the RFQ)

<table>
<thead>
<tr>
<th>Name of international airport in which ground handling services concession is operated</th>
<th>Name of airlines at such airport to whom the services are provided</th>
<th>Whether the concession is operated by the Consortium member or its Affiliate (Indicate “Own” / “Affiliate”)</th>
<th>If Affiliate, please indicate the name of the Consortium member along with its shareholding in the Affiliate</th>
<th>Passenger traffic for the year ended March 31, 2015 at such airport</th>
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</thead>
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</tbody>
</table>
Section C – Turnover and Net Worth (of Consortium member or Affiliate, as applicable) (in Indian Rupees)#2 (refer Section 4.2 of the RFQ)

<table>
<thead>
<tr>
<th>Name of the Consortium member / Affiliate</th>
<th>If Affiliate, please indicate the name of the Consortium member and its shareholding in the Affiliate</th>
<th>Total annual turnover during the year ended March 31, 2015</th>
<th>Net Worth as at March 31, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

Supporting documents to be submitted along with this form:

1. For each airport listed above, the copy of agreement with the airport operator/airline or letter of confirmation from such airport operator/airline as specified in Annexure C or such other evidence as may be satisfactory to MIAL at its sole discretion.
2. Audited financial statements for the year ended March 31, 2015 (including without limitation, Profit and Loss Account and Balance Sheet along with schedules) of Consortium member, supporting total turnover and Net Worth figures.
In case the books of account of the Consortium member or Affiliate are in currency other than Indian Rupees (INR), the conversion from such currency to INR shall be made at the Representative Exchange Rate published by the International Monetary Fund for August 31, 2015
(Refer to https://www.imf.org/external/np/fin/data/rms_mth.aspx?SelectDate=2015-08-31&reportType=REP)

<table>
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<tr>
<th>Currency in which books of account are maintained</th>
<th>Units Equivalent to INR 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For and on behalf of [insert name of Applicant]

__________________________________________
(Authorised signatory)

Name:
Title:

***************
ANNEXURE C : DRAFT LETTER OF CONFIRMATION

To,
Assistant Vice President – Finance,
Mumbai International Airport Private Limited,
Chhatrapati Shivaji International Airport,
Terminal 1B, Santacruz (East),
Mumbai - 400 099,
India.

Dear Sir,

Subject: Confirmation of Experience of [insert name of the Applicant / Consortium member Affiliate] at [insert name of the airline and or airport]

This is to confirm that [insert name of the Applicant / Consortium member Affiliate] is the ground handling service provider for undertaking ground handling concession at [insert name of the terminal] of [insert name of the airport] as per the contract details stated below:

1. Number of passengers handled by the ground handler during the year ended March 31, 2015: _____________________________;

2. Duration of the ground handling contract: from ____________ to ____________.

Thanking you,

Yours sincerely,
For [insert name of the airport operator / airline]

____________________
(Authorized Signatory)
Name:
Title:
Email:
Telephone No:
ANNEXURE D : GROUND HANDLING SERVICES

RAMP HANDLING

1. Aircraft Handling
   1.1 Attendance
   1.2 Marshalling
   1.3 Parking
   1.4 Starting
   1.5 Safety Measures
   1.6 Mooring of Aircraft

2. Aircraft Servicing
   2.1 Liaison of Fuelling and Defueling
   2.2 Liaison with suppliers for replenishing of oil and other fluids
   2.3 Cabin Equipment
   2.4 Routine and Non-Routine Services
   2.5 Cooling and Heating

3. Aircraft Cleaning
   3.1 Exterior Cleaning
   3.2 Interior Cleaning
   3.3 Toilet Service
   3.4 Water services

4. Loading and Unloading
   4.1 Loading and unloading of passenger baggage
   4.2 Transshipment of passenger baggage
   4.3 Operation of loading/unloading equipment
   4.4 Positioning and removing of passenger stairs/bridges
   4.5 Emplane/deplane passengers
   4.6 Break/make-up of baggage’s
   4.7 Bussing of passengers/crew
   4.8 Bulk loading/unloading of baggage

TRAFFIC HANDLING

1. Terminal Services
   1.1 Handling documents and load control
   1.2 Passengers and baggage handling at airport terminals
   1.3 Traffic services at the airport terminals including passenger check-in

2. Flight Operations
   2.1 Flight preparation at the airport of departure
2.2 Flight preparation at a point different from the airport of departure  
2.3 In-flight assistance  
2.4 Post flight activities  
2.5 In-flight re-dispatch  
2.6 Communicating system associated with Ground Handling  
2.7 Material Handling  

3. **Surface Transport**  
   3.1 Arrangements for the transportation of passengers / baggage’s and cargo between separate terminals at the same airport  
   3.2 Arrangements for passenger/ crew transport together with their baggage between Airport and city or other agreed points  

4. **Representational Services**  
   4.1 Liaison with local authorities  
   4.2 Information to interested parties, movement of the carrier aircraft  
   4.3 Disbursement of payment on behalf of the carriers at all airports  
   4.4 Supervision and administration services  

***************