REQUEST FOR QUALIFICATION FOR
IN – FLIGHT CATERING CONCESSION AT CHHATRAPATI SHIVAJI
INTERNATIONAL AIRPORT, MUMBAI

Issued by
Mumbai International Airport Private Limited

June 17, 2016
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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, in-flight catering services at CSIA are being offered by Skygourmet Catering Private Limited, TajSATS Air Catering Limited, Narangs International Hotels Private Limited, Chefair Flight Catering (Hotel Corporation of India) and Oberoi Flight Services, unit of EIH Limited (together known as “Existing Flight Catering Providers”).

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") to design, construct, develop, finance, operate, maintain and manage an in-flight kitchen facility (“In-Flight Catering Facility” as more particularly defined hereinafter), on a plot admeasuring 8,337 sq. mtrs., as demarcated by MIAL ("Licensed Land"), for providing in-flight catering services (“In-Flight Catering Services”) to airlines at CSIA. 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></th>
<th>Date of issue of RFQ:</th>
<th>June 17, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Date of issue of RFQ:</td>
<td>June 17, 2016</td>
</tr>
<tr>
<td>(b)</td>
<td>Last date for seeking clarifications in relation to the RFQ (refer Section 5.4):</td>
<td>June 27, 2016</td>
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<tr>
<td>(c)</td>
<td>Responses to clarifications, by MIAL, if any:</td>
<td>July 7, 2016</td>
</tr>
<tr>
<td>(d)</td>
<td>Last date and time for submission of Applications:</td>
<td>July 16, 2016</td>
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</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 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 (in the case of direct transfer, document evidencing the transfer please be attached along with the Application):

<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>
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<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: inflight.catering@gvk.com
website: [http://www.csia.in/business-opportunities/commercial-opportunities.aspx](http://www.csia.in/business-opportunities/commercial-opportunities.aspx)

Please note that all communication should contain the subject “Confidential: RFQ for In-Flight Catering 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.

“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.

“BCAS” means the Bureau of Civil Aviation Security.

“Carrier” means the airlines to which the Concessionaire shall provide the In-Flight Catering Services.

“Commencement Date” means the date falling at the end of one (1) year from the date of handover of the Licensed Land by MIAL to the Concessionaire.

“Concession” or “In-Flight Catering Concession” means the right to undertake the In-Flight 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.
“IATA” shall mean International Air Transport Association.

“In-Flight Caterer” or “Caterer” means the Concessionaire.

“In-Flight Catering Equipment” shall mean the rotatable and galley equipment provided by the Carrier and used by the In-Flight Caterer for provision of the Services.

“In-Flight Catering Facility” shall mean the facilities to be designed, constructed, developed, procured, installed, commissioned, operated, managed and maintained by the Concessionaire including without limitation, equipment, the in-flight kitchen facility and other movable and immovable properties (as more particularly defined in the Agreements) for the provision of In-Flight Catering Services.

“In-Flight Catering Operations” means the design, construction, development, procurement, installation, commissioning, operation, management and maintenance of the In-Flight Catering Facility and the provision of In-Flight Catering Services at the Airport.

“In-Flight Catering Services” shall mean the services, which shall comprise of the in-flight services set forth in Annexure D and such other additional services as may be incorporated therein pursuant to 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).

“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:

i) to design, finance, construct, develop, procure, install, test and commission the In-Flight Catering Facility at the Licensed Land in accordance with Applicable Law;

ii) to commission, operate, manage and maintain the In-Flight Catering Facility for rendering the In-Flight Catering Services to airlines at CSIA, during the Term and;

iii) to determine, demand, collect, retain appropriate charges from the Carriers for provision of the In-Flight Catering Services.

3.2 TERM

The term of the Concession (“Term”) shall commence on and from the Commencement Date and shall expire on May 02, 2036 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 financial year ended March 31, 2016, catered as an in-flight caterer and supplied at least 25000 meals per day, in aggregate, to Carriers at international airport(s) (whether within or outside India).

4.2 FINANCIAL ELIGIBILITY CRITERIA

The Applicant should have:

(i) turnover of Rs.250 crores (Rupees two hundred and fifty crores only) during the year ended March 31, 2016; and

(ii) positive Net Worth as at March 31, 2016 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. It is also clarified that a company registered under Section 25 of Companies Act 1956 or under Section 8 of the Companies Act, 2013 or a similar company shall not be allowed to 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 RFQ, 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 In-Flight Catering 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, and 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 Indian airport operator or any entity in which an Indian air carrier or Indian airport operator or its promoter(s) directly or indirectly holds any interest, or is otherwise an Affiliate of an Indian air carrier and Indian airport operator.

(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 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 Existing Flight Catering Providers at Airport 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.
(vii) The Concessionaire shall be responsible to obtain security clearance from BCAS for in-flight catering. It shall be the sole responsibility of the Concessionaire to ensure that its constituents are eligible as per extant BCAS policy for security clearance by BCAS. If the Concessionaire fails to obtain BCAS security clearance by the Commencement Date, the Concession shall be terminated and the Concessionaire shall transfer the In-Flight Catering Facility to MIAL at no cost.

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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 in-flight catering service businesses; and

2. major achievements in the in-flight catering service businesses 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 In-Flight Catering 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.
(iii) 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.

(iv) 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 upto 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 In-Flight Catering 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

(i) 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 In-Flight Catering Concession at CSIA

Ref: Request for Qualification for In-Flight Catering Concession at CSIA dated June 17, 2016 (“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 In-Flight Catering 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.
<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>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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</tr>
</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

| Name of Applicant |len
|-------------------|---|
| Whether an Indian Company or Foreign Company | [ ] Indian Company  [ ] Foreign Company
| Nature of company [Indicate whether private limited company / public limited company. Please also indicate if the company is listed] | len
| Place of incorporation | len

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

<table>
<thead>
<tr>
<th>Name of international airport¹ in which in-flight catering 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>Number of meals served for the year ended March 31, 2016 at such airport</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

vi
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, 2016</th>
<th>Net Worth as at March 31, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<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, 2016 (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 June 15, 2016 (Refer to http://www.imf.org/external/np/fin/data/rms_mth.aspx?SelectDate=2016-06-30&reportType=CVSDR)

<table>
<thead>
<tr>
<th>Currency in which books of account are maintained</th>
<th>Units Equivalent to INR 1</th>
</tr>
</thead>
</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>
<td></td>
<td></td>
<td></td>
<td>%</td>
</tr>
<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 in-flight catering 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>Number of meals served for the year ended March 31, 2016 at such airport</th>
</tr>
</thead>
</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, 2016</th>
<th>Net Worth as at March 31, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<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, 2016 (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 June 15, 2016
(Refer to http://www.imf.org/external/np/fin/data/rms_mth.aspx?SelectDate=2016-06-30&reportType=CVSDR)

<table>
<thead>
<tr>
<th>Currency in which books of account are maintained</th>
<th>Units Equivalent to INR 1</th>
</tr>
</thead>
</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 an in-flight catering service provider for undertaking catering concession at [insert name of the airport] as per the contract details stated below:

1. Number of meals served by the in-flight catering service provider during the year ended March 31, 2016: ________________________________;

2. Duration of the in-flight catering contract: from ____________ to ____________.

Thanking you,

Yours sincerely,

For [insert name of the airport operator/airline]

____________________  
(Authorized Signatory)

Name:
Title:
Email:
Telephone No:
ANNEXURE D : IN-FLIGHT CATERING SERVICES

The Caterer shall provide In-Flight Catering Services, which shall include but not be limited to the services set out below.

1. SECURITY

1.1 The Caterer shall provide, facilitate or arrange for the following, as per applicable requirements of local authorities and the Carrier:
(a) Control of access to the In-Flight Catering Facility;
(b) Proper identification and authorization of personnel;
(c) Security check of catering uplifts;
(d) Sealing of food and/or bar trolleys/containers;
(e) Physical examination of catering vehicles prior to loading;
(f) Sealing of catering vehicles.

2. PASSENGER AND CREW MEAL SERVICES

2.1 Passenger Meals
2.1.1 The Caterer shall provide all tray sets, dishes and bulk food (e.g. breads, cakes, fresh fruit, etc.) for passengers in accordance with the Carrier’s specifications.

2.2 Crew Meals
2.2.1 The Caterer shall provide all tray sets, dishes and bulk food (e.g. breads, cakes, fresh fruit, etc.) for crew in accordance with the Carrier’s specifications.

2.3 Special Meals
2.3.1 The Caterer shall provide all special meals ordered for passengers and/or crew in accordance with the Carrier’s specifications.

2.4 Food Testing
2.4.1 The Caterer shall undertake food laboratory testing service for Carriers.

3. BONDED AND UNBONDED GOODS

3.1 Bonded and Unbonded Goods
3.1.1 The Caterer shall provide bonded and unbonded goods of the quality and in the quantities specified by the Carrier.

3.2 Storage
3.2.1 The Caterer shall provide facilities to ensure the segregated, efficient and secure storage of bonded and unbonded goods.
4. LAUNDRY SERVICES

4.1 Laundry
4.1.1 The Caterer shall recover all Laundry Items from in-bound flights and provide, facilitate or arrange for the sorting, washing, dry-cleaning, ironing, pressing, packing and accounting for them in accordance with the Carrier’s requirements, and put them back in storage.

4.2 Storage
4.2.1 The Caterer shall provide facilities to ensure the segregated, efficient and secure storage of all Laundry Items.

5. IN-FLIGHT CATERING EQUIPMENT HANDLING

5.1 Cleaning
5.1.1 The Caterer shall empty, sort, clean, inspect and reassemble in accordance with the Carrier’s requirements In-Flight Catering Equipment carried on the Carrier’s Aircraft.

5.2 Storage
5.2.1 The Caterer shall provide facilities to ensure the segregated, efficient and secure storage of all In-flight Catering Equipment.

6. STOCK CONTROL AND INVENTORY

6.1 Stock Control & Inventory
6.1.1 The In-Flight Caterer shall maintain up to date stock control systems and conduct inventories in accordance with the Carrier’s requirements.

7. CATERING UPLIFT PREPARATION

7.1 Trolley / Container Loading
7.1.1 The Caterer shall load trolleys and containers according to the Carrier’s Specifications.

7.2 Staging
7.2.1 The Caterer shall store trolleys and containers containing food and beverages in a chilled or ambient area as per the Carrier’s Specifications.
7.3 Final Assembly
7.3.1 The Caterer shall assemble all trolleys, containers, equipment and passenger amenities to be loaded on the Carrier’s Aircraft.

7.4 Documentation
7.4.1 The Caterer shall prepare all required Customs declaration forms, heating and plating instructions for cabin crew and catering manifests.

8. AIRCRAFT LOADING AND UNLOADING

8.1 Transportation
8.1.1 The Caterer shall use approved vehicles and equipment, and licensed drivers for the transportation, unloading, loading, and delivery of catering uplifts to and from the Carrier’s Aircraft.

8.2 Belly Transfer
8.2.1 The Caterer shall pick up and stow outbound In-Flight Catering Equipment recovered from the belly holds in accordance with the Carrier’s Specifications. The Caterer shall offload and make available inbound In-Flight Catering Equipment for loading into belly holds in accordance with the Carrier’s Specifications.

8.3 Aircraft Loading
8.3.1 The Caterer shall stow catering uplifts in accordance with the Carrier’s Specifications.

8.3.2 The Caterer shall comply with the handover procedure set forth by the Carrier.

9. SPECIAL SERVICES

9.1 Special Items
9.1.1 The Caterer shall on request of the Carrier, for a fee to be agreed in advance between them, provide additional on board items such as birthday cakes, floral bouquets, bottles of champagne and other items that may be agreed upon from time to time between them.