# REQUEST FOR QUALIFICATION FOR IT SERVICES AT CHHATRAPATI SHIVAJI INTERNATIONAL AIRPORT, MUMBAI

# Issued by

Mumbai International Airport Private Limited



Date of issue: July 22, 2011



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#### **SECTION I: INTRODUCTION**

#### 1.1 BACKGROUND

Mumbai International Airport Private Limited ("MIAL") is a joint venture company between the GVK-led consortium (74%) and the Airports Authority of India ("AAI") (26%) formed to operate, manage and develop Chhatrapati Shivaji International Airport, Mumbai (the "Airport" or "CSIA").

Pursuant to the Operation, Management and Development Agreement dated April 4, 2006 ("**OMDA**") entered into between AAI and MIAL, MIAL has been granted the exclusive right and authority to operate, maintain, develop, design, construct, upgrade, modernise, finance and manage and to perform aeronautical and non-aeronautical services at CSIA for a term of 30 years, with an option to extend the term for a further period of 30 years.

CSIA is India's busiest airport having recorded passenger traffic of approximately 29 million (20 million domestic passengers and 9 million international passengers) and cargo traffic of 670,235 metric tonnes, during financial year 2010-11.

CSIA currently has two passenger terminals Terminal 1 and Terminal 2 catering to domestic and international passengers, respectively (the "Existing Terminals").

MIAL is implementing a master plan for the development of CSIA. One of the most significant development projects currently underway at CSIA is the construction of a new integrated passenger terminal at Sahar (the new terminal T2) to handle a capacity of about 40 million passengers per annum (the "Integrated Terminal").

MIAL is transforming CSIA into a world class airport and intends to have a robust information technology ("IT") backbone to improve the customer experience at the Airport. For this purpose seeks to partner with an experienced IT service provider selected through a competitive bidding process (the "Successful Bidder"), who will take over and manage the delivery of IT services at the Airport ("IT Services"). The broad scope of IT Services to be delivered is set forth in Section III.

The provider of the IT Services (the "Service Provider") may, at the option of MIAL, be either (i) the Successful Bidder itself; or (ii) a joint venture company to be incorporated by the Successful Bidder, with Successful Bidder holding 74% and MIAL holding 26%, of the paid-up equity share capital of the joint venture company.

# 1.2 BIDDING PROCESS

The competitive bidding process for selection of the Successful Bidder is being conducted in two stages as follows:

(i) The RFQ stage, under this Request for Qualification document ("**RFQ**"), for the selection of parties meeting the eligibility criteria hereunder; and



(ii) The RFP stage, under the Request for Proposal document ("**RFP**"), which will be issued by MIAL to eligible parties from the RFQ stage, who will be invited to submit their bids for providing the IT Services.

MIAL hereby invites interested parties who meet the eligibility criteria set forth in Section II of this RFQ ("Applicants") to submit their applications and documents establishing their eligibility in accordance with this RFQ ("Applications") to participate in the competitive bidding process.

Interested parties shall note that they will not be permitted to participate in the RFP stage, unless they submit Applications and are determined by MIAL to be eligible in accordance with this RFQ.

The last date and time for submission of Applications is 2:00pm on August 5, 2011

#### 1.3 CONTACT DETAILS

The following is the address and contact details for Applicants to obtain clarifications in relation to this document and for the submission of Applications:

Assistant Vice President - Material Management Mumbai International Airport Private Limited, Terminal 1B, Chhatrapati Shivaji International Airport, Santacruz (E), Mumbai 400 099

Email: itoprojects@gvk.com

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#### **SECTION II: ELIGIBILITY CRITERIA**

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

#### 2.1 **DEFINITIONS**

For the purposes of this Section II, the following terms shall have the meanings ascribed to them below:

"Applicant Group Entity" means any person or entity, that Controls, is Controlled by or under common Control with, the Applicant. This term includes without limitation the Applicant's Parent.

"Control" means the ability to direct the management and policies of a person or entity either through, the beneficial ownership of more than 50% of its voting securities or the power to appoint a majority of the members of its board of directors or equivalent governing body.

"IT Services Contracts" is a collective reference to all contracts, agreements and deeds to be executed by one or more of the Successful Bidder, MIAL, the Service Provider and subcontractors, in connection with the provision of the IT Services, including without limitation any shareholders agreements, service agreements, subcontracts and guarantees.

"Mission Critical IT Services" means IT infrastructure management services for the core IT infrastructure of an organization, the unavailability of which will have a severe impact on the main business operations of and result in significant financial loss to, such organization. At a minimum, such services shall have high system availability requirements (i.e. > 99.5% availability) and 24x7 onsite support. The following is an indicative (but not exhaustive) list of core IT infrastructure:

- Core banking systems for banking sector;
- Operations Support System/ Business Support System (OSS/BSS) for telecommunications sector;
- Airport Operational Database, (AODB) Common Use Terminal Equipment, Common Use Self Service (CUTE/CUSS) systems, baggage handling systems for airports sector.

The Applicant shall as part of its Application (in **Annexure B**), include a description of the services that it believes are Mission Critical IT Services. However the decision on whether such services are to be considered as Mission Critical IT Services rests solely with MIAL.

"Parent" of the Applicant means any person or entity that Controls the Applicant.



#### 2.2 FINANCIAL CRITERIA

During any one of the three financial years immediately preceding the date of this RFQ, the minimum annual turnover of the Applicant or its Parent (on a consolidated basis):

(a) from the provision of IT products and services should have been US\$ 2.5 billion (i.e. Rs. 11,162.5 crores\*);

#### OR

(b) from the provision of IT products and services to support the core operations of civil airports and scheduled airlines should have been US\$ 1 billion (i.e. Rs. 4,465 crores\*).

#### 2.3 EXPERIENCE CRITERIA

(a) In any continuous period of one year during the three years ended on the date of this RFQ (a "**Reference Year**"), the Applicant or any Applicant Group Entity should have provided Mission Critical IT Services to a single client anywhere in the world from delivery centre(s) located in India and earned revenue of not less than US\$ 4 million (i.e. Rs. 17.86 crores\*), from the provision of such services;

#### **AND**

(b) In a Reference Year, the Applicant or any Applicant Group Entity should have provided Mission Critical IT Services to a single civil airport or scheduled airline anywhere in the world to support the core operations of such airport or airline and earned revenue of not less than US\$ 2 million (i.e. Rs. 8.93 crores\*), from the provision of such services.

It is clarified that (a) and (b) above may be met by a single service engagement.

### 2.4 NATURE OF THE APPLICANT

- (i) An Applicant must be a person, company or any other entity authorized to do business and enter into legally binding contracts, in India.
- (ii) Applicant shall be solely responsible for complying with all applicable laws (including without limitation, foreign investment and foreign exchange laws) for participation in the bidding process and, if it is the Successful Bidder, for performance under the IT Services Contracts.
- (i) No Applicant shall be an entity that has an interest (whether by way of equity or otherwise) in an Indian airport; excluding however the shareholders of MIAL and their Affiliates. For this purpose, an entity shall be deemed to have

<sup>\*</sup> Converted at the Reserve Bank of India Reference Rate of Rs. 44.65 per US\$, as on March 31, 2011.



an 'interest' in an Indian airport, if it is the operator, developer, shareholder or promoter of such airport or an Affiliate of such operator, developer, shareholder or promoter or has an interest in such airport in any other manner as determined by MIAL, at its sole discretion. For the avoidance of doubt, this condition shall not apply to, or operate to exclude, the participation by any of the shareholders of MIAL or their Affiliates in the competitive bidding process. For the purposes of 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 entity, provided that for the purposes of the definition of Affiliate, "Control" shall mean the ability to control the management and policies of a person or entity, whether through, direct or indirect, ownership of its voting securities, or the power to appoint a majority of the members of the board of directors or equivalent governing body of such entity, or by contract, or otherwise.

- (ii) No Applicant shall directly, or through an Affiliate, or otherwise indirectly, participate in or be associated with more than one Application.
- (iii) Notwithstanding anything to the contrary, MIAL reserves the right to disqualify an Applicant from participation in the competitive bidding process, if such Applicant or its Affiliates or the promoters, directors, partners, beneficial owners or senior management of the Applicant or its Affiliates:
  - (a) is or has been either directly or indirectly (whether through relatives, NGOs, other organizations or otherwise) involved in any pending or previous litigation, dispute or breach of contract with 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.

if such circumstance is, in the sole opinion of MIAL, likely to adversely affect the performance of the Applicant under the IT Services Contracts. The decision of MIAL in this regard shall be final and binding on all Applicants.

- (iv) To participate in the RFP an Applicant must submit a conforming Application, in accordance with this RFQ.
- (v) Contravention of any of the above conditions at any time shall entail disqualification of the Applicant from the bidding process. If such contravention occurs or is discovered after the Applicant has been awarded the IT Services Contracts, the award and any consequent contracts are liable to be cancelled and terminated.

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### **SECTION III: BROAD SCOPE OF IT SERVICES**

Applicants shall note that the description of services, including without limitation the systems proposed to be covered and the terms for provision of such services, as stated in this Section are indicative and subject to change. A more detailed description of such items will be provided as part of the RFP.

3.1 **Term:** The Service Provider shall provide the IT Services for an initial term of 10 years, extendable for further periods, on such terms and conditions as determined by MIAL at its sole discretion.

# 3.2 IT Services:

- (a) The Service Provider will provide, inter alia, the following services across the Integrated Terminal and the Existing Terminals:
  - (i) Network management
  - (ii) Data centre management
  - (iii) End-user computing, i.e., management of all end user computing devices such as desktops, laptops, printers, VOIP telephone and other devices, as specified by MIAL, across the Airport
  - (iv) Cross-functional services, i.e. integrated service desk, incident management, asset management, network & application security management, mail management, business continuity management etc.
- (b) Such services shall be provided in respect of the Airport's IT systems including without limitation the following:
  - (i) Airport Operational Database
  - (ii) Airport Operations Command & Control related systems
  - (iii) Building Management System
  - (iv) Common Use Terminal Equipment/ Common Use Self Service
  - (v) Distributed Antenna System
  - (vi) Flight Information Display System (including screens)
  - (vii) Information Kiosk System
  - (viii) Point of Sale / Electronic Point of Sale systems
- (c) The Service Provider will be required to provide different levels of support for different systems, ranging from L1 support to end-to-end management of the system, all as specified by MIAL.
- 3.3 The IT Services shall be provided to MIAL, airlines, concessionaires, agencies and other users of the Airport, as specified by MIAL.



# 3.4 IT capital assets:

- (a) The Service Provider shall takeover specified IT capital assets for the provision of the IT Services (including items that are in various stages of procurement by MIAL). Takeover shall be by way of transfer of such assets and novation or assignment of relevant contracts to the Service Provider. Assets that have not yet been procured by MIAL but are required for the provision of the IT Services shall be directly procured by the Service Provider from vendors on terms and conditions approved by MIAL.
- (b) The cost of IT capital assets to be taken over and procured by the Service Provider is currently estimated to be in excess of US\$ 33.6 million (i.e., Rs. 150 crores\*). Applicants are requested to note that this estimate is indicative, and subject to change from time to time as specified by MIAL.

The detailed terms of the IT Services Contracts shall be provided as part of the RFP.

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<sup>\*</sup> Converted at the Reserve Bank of India Reference Rate of Rs. 44.65 per US\$, as on March 31, 2011.



# **SECTION IV: TERMS OF THE RFQ**

#### 4.1 CONTENTS OF APPLICATION

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

# (a) Application Form

- (i) 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.
- (ii) Documents evidencing the authority of the signatory 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 to participate in the RFP, if eligible, shall be enclosed along with this form.

# (b) Eligibility Form

- (i) Applicant shall fill up, sign and submit the document in the form set forth at **Annexure B** to this RFQ.
- (ii) Supporting documents as mentioned in the **Annexure B** shall be enclosed with this form.

#### (c) Information about the Applicant

Under this section, the Applicant shall provide the information specified below:

- (i) **Details of the Applicant:** including legal name, legal nature of the entity and names and details of its promoters, parent company and if applicable, shareholders, place of incorporation, details of registered office, etc.
- (ii) **Constitutional documents:** Certified true copies of the certificate of incorporation and memorandum and articles of association or equivalent constitutional documents of the Applicant.
- (iii) **Write-up:** A brief write-up about the Applicant and its group (including Parent or Applicant Group Entity, if any, on whose experience and financials the Applicant is relying), covering, inter alia, the following. Corporate brochures (if any) of the Applicant and its group shall be included under this section.
  - (1) The businesses they are involved and the products and services provided by them across the globe.



- (2) Details of existing or proposed alliances/partnerships (if any) with key partners or sub-contractors, to be leveraged for the provision of IT Services at CSIA, e.g., alliances/partnerships with device OEMs like Cisco, Juniper, IBM, HP, EMC etc. or with Airport specific IT service providers such as Arinc or SITA.
- (3) Other relevant information that the Applicant desires to include.

#### 4.2 FORM OF APPLICATION

- (a) All documents in the Application shall be in the English language. Pre-printed documents such as annual reports, constitutional documents and brochures, shall be accompanied with their certified English translations.
- (b) 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 its Application.
- (c) All pages of documents comprising the Application shall be initialled by the authorised signatory of the Applicant who signs the Application Form (Annexure A) and Eligibility Form (Annexure B). Where photocopies of documents are submitted as part of the Application, they shall be self-certified by the Applicant's authorised signatory as true copies of their originals.
- (d) The documents comprising the Application shall be submitted in 1 original, 1 copy and 1 soft copy on CD (Compact Disc) and enclosed in a sealed envelope. The envelope shall be marked "Application Request for Qualification for IT Services at CSIA" and with the name and contact details of the Applicant.

# 4.3 SUBMISSION

- (a) The Application shall be sent by post/courier/hand delivery to the address set forth under Section 1.3 hereof and should reach not later than the last date and time for submission set forth in Section 1.2 hereof.
- (b) MIAL does not take any responsibility for any delay or failure in the Application to reach MIAL for any reason.
- (c) Upon receipt and review of the Application, MIAL shall be entitled 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 Applicant's Application.



- (d) 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 Form.
- (e) Failure of the Applicant to complete and submit its Application strictly in accordance with the provisions of this Section IV may render the Applicant liable to be disqualified from the bidding process. MIAL has the exclusive and final right to accept or reject the Application of any party.

# 4.4 AMENDMENTS TO THE RFQ

MIAL reserves the right at its sole discretion, to change the schedule or terms of this RFQ. Any such change will be posted on the website <a href="http://www.csia.in/business.aspx">http://www.csia.in/business.aspx</a>. Applicants are advised to periodically visit the website to obtain any such information.

#### 4.5 CLARIFICATIONS

Any queries in relation to this RFQ may be sent by Applicants to the address mentioned in Section 1.3, with the subject line "Queries in relation to RFQ for IT Services". 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 IT Services Contracts 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 <a href="http://www.csia.in/business.aspx">http://www.csia.in/business.aspx</a>. Applicants are advised to periodically visit the website to obtain any such information.

# 4.6 TERMS AND CONDITIONS

- (a) 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 the Applications, MIAL reserves the right, without prior intimation and without assigning any reason and at its sole discretion, to:
  - (i) change the entire selection process or any part thereof;
  - (ii) change the terms of this RFQ and the eligibility criteria,
  - (iii) reject all or any Applications and/or invite revised Applications under a new RFQ;
  - (iv) further shortlist the parties who may submit a bid under the RFP based on further eligibility criteria as may be decided by MIAL at its sole discretion, or to modify or change the terms of the bidding process or the terms of the IT Services Contracts under the RFP;
  - (v) reject any Application on the basis of any other criteria (whether or not stated in the RFQ) determined by MIAL in its sole discretion to prejudicially affect the ability of the Applicant to provide the IT



Services or to enter into contracts and arrangements with MIAL (e.g. financial position of the Applicant or its Affiliates or any litigation or issue that may have an adverse impact on the reputation of MIAL or CSIA);

- (vi) adopt a different selection process or separately negotiate the IT Services Contracts with any one or more Applicants or other parties as may be decided by MIAL at its sole discretion; or
- (vii) cancel the bidding process and not issue the RFP.

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. It is however clarified that any intellectual property and trademarks in the Application shall remain that of Applicant or other owners thereof.

- (b) MIAL reserves the right to proceed with the selection process regardless of the number of Applications that are received and that are eligible. For the avoidance of doubt, MIAL may proceed to the RFP stage even if only one Application is received and found eligible under this RFQ.
- (c) This RFQ is neither 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; or (ii) be a representation or promise enforceable at law against MIAL. All costs in relation to this bidding process (including without limitation preparation of the Applications) shall be borne solely by the Applicant and under no circumstances shall MIAL be liable for the same.
- (d) This RFQ and the selection process shall be subject to the terms and conditions of the OMDA.
- (e) All matters in relation to this RFQ shall be governed by the laws of India without reference to its conflict-of-law principles and any disputes shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.
- (f) By submitting an Application pursuant to this RFQ, an Applicant shall be deemed to have accepted all the terms and conditions of this RFQ.

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#### ANNEXURE A: APPLICATION FORM

[To be on Rs. 100/- non-judicial stamp paper]

[Insert Place, Date]

# To: Mumbai International Airport Private Limited,

1<sup>st</sup> Floor, Terminal 1B, Chhatrapati Shivaji International Airport, Santacruz (East), Mumbai - 400 099

Attn: Assistant Vice President - Material Management

Dear Sir / Madam,

Sub: Application in response to Request for Qua	alification for IT Services
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- **Ref:** Request for Qualification for IT Services dated July 22, 2011 ("**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 provision of IT Services at Chhatrapati Shivaji International Airport ("**CSIA**") and request you to send us the Request for Proposal document ("**RFP**") by email to \_\_\_\_\_\_ [Insert email address to which RFP shall be emailed], if we are found eligible in accordance with the RFQ.
- 2. We hereby confirm that we meet the eligibility criteria in the RFQ and in this regard we submit herewith the documents as required under the RFQ. Without prejudice to the generality of the foregoing:
  - (a) We hereby submit details of our meeting the eligibility criteria at Sections 2.2 and 2.3 of the RFQ in form set forth in **Annexure B** to the RFQ, together with the supporting documents as mentioned therein. We hereby agree that MIAL is entitled to contact one or more contact person(s) of the clients specified by us in **Annexure B**, to verify the correctness of the information provided by us.
  - (b) We represent and warrant that we are not disqualified from participation in the competitive bidding process, pursuant to the provisions of 2.4 of the RFQ.
  - (c) Except as set forth below, there are no litigation, disputes, breaches of contract criminal cases, investigations, enquiries or proceedings; of the nature specified under Section 2.4(iii) of the RFQ and we are of the opinion that the litigation, disputes, breaches, cases, investigations, enquiry and proceedings (if any) disclosed below will not adversely affect our performance under the IT Services Contracts, if awarded. We however 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.

Sl. No.	Details <sup>+</sup>
1.	
2.	



- \*- Please provide details of all litigations, disputes, breaches, cases, investigations, enquiry and proceedings covered under Section 2.4(iii) of the RFQ. All material particulars of such cases should be given, including the parties thereto, their relation with the Applicant, 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 such litigations, disputes, breaches, cases, investigations, enquiries or proceedings please mention "NIL" in the above table.
- (d) We represent and warrant that there are no overdue amounts payable to MIAL from us or our Affiliates.
- 3. We also enclose herewith other documents as required under Section 4.1(c) of the RFQ.
- 4. 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.

# 5. **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 the enabling the Applicant to submit its Application and participate in the process for selection by MIAL of the Successful Bidder ("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, tender documents or Request for Proposal 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 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) to any other party with the prior written consent of MIAL;

provided in each case that (1) Applicant shall ensure that such party agrees to appropriate confidential treatment of such Information as per the terms hereof;



Address & Phone number:

- and (2) 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 proved by the Applicant to be in its possession 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 the 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, promptly upon the request by MIAL, return or destroy all Information including without limitation all originals, copies, extracts and summaries thereof (including information on electronic media), and certify to MIAL that it has returned or destroyed such Information within two days of such request by MIAL.
- (e) The Applicant agrees that the use or disclosure of the Information in breach of these confidentiality provisions will cause irreparable harm or injury to MIAL, which is incapable of recompense by way of damages. Accordingly the Applicant agrees that MIAL may seek injunctive or other appropriate relief to restrain any breach or threatened breach of these confidentiality provisions.
- 6. We hereby accept and agree to all the terms and conditions of the RFQ.
- 7. We hereby agree that our Application shall be interpreted, enforced and otherwise governed by the laws of India, without reference to its conflict-of-law principles and that the courts at Mumbai, India shall have the exclusive jurisdiction in respect of matters arising in relation thereto.

matters arising in relation thereto.

Yours sincerely,

For and on behalf of [insert name of Applicant]

[Signature of authorised signatory]

Name:

Title:

[Documents evidencing the authority of the above authorised signatory to sign and submit the Application on behalf of the Applicant and participate in the RFP shall be enclosed]

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# **ANNEXURE B: ELIGIBILITY FORM**

1. Financial Criteria (Refer Section 2.2 of the RFQ)

(a)	Financial Criteria met by: [Tick applicable box]		Applicant OR Applicant's	Parent (defined in Sect	ion 2.1 of REO)
(b)	Applicant's Parent (defined in Section 2.1 of RFQ)				
<b>(b)</b>	If by Parent:	•			
	(1) Name of the Parent:				
	(2) Details of relationship with Applicant: [Indicate percentage of paidup equity share capital held by Parent in Applicant, date acquired, or other details of Control, etc.]				
(c)	[Fill up either (c1) OR (c2). All figures to be quoted in US\$ (converted at Reserve Bank of India Reference Rate as on March 31, 2011)]				
		Finan	cial Year 1	Financial Year 2	Financial Year 3
	Specify period of financial year:				
(c1)	Annual turnover from providing IT products and services				
(c2)	Annual turnover from providing IT products and services to support the core operations of civil airports and scheduled airlines				

# **Supporting documents for Financial Criteria:**

- (i) Audited financial accounts of Applicant or its Parent (as applicable), for the above 3 (three) financial years; and
- (ii) **If (c2) is filled above**, certificate from a statutory auditor (or equivalent) of the Applicant or its Parent (as applicable) certifying the turnovers indicated at (c2) above.



# 2. Experience Criteria (Refer Section 2.3 of the RFQ)

(a)	Experience Criteria met by:					Applicant	
	[Tick applicable box]					OR	
						Applicant Group Entity	(defined in Section 2.1 of RFQ)
<b>(b)</b>	If by Applicant Group Entity:						
	(1) Name of the entity	<b>/</b> :					
		entities linking Ap	t: plicant to the Applicant Group Entity, other details of Control in all relationship				
(c)	[Refer Section 2.3(a)	-	mer deduis of Control in all retationship	73.]			
	Name and address of client and industry/sector of client	Reference Year [Indicate start and end dates]	Revenue earned during Reference Year (in US\$ converted at Reserve Bank of India Reference Rate as on March 31, 2011)			eails of Mission Critical engagement <sup>+</sup>	Name and contact details (including email and phone number) of contact person of client.
(d)	[Refer Section 2.3(b) of RFQ]						
	Name and address of client (i.e., single civil airport/ scheduled airline)	Reference Year [Indicate start and end dates]	Revenue earned during Reference Year (in US\$ converted at Reserve Bank of India Reference Rate as on March 31, 2011)			tails of Mission Critical engagement <sup>+</sup>	Name and contact details (including email and phone number) of contact person of client.

# **Supporting documents for Experience Criteria:**

- (i) Certificates from the statutory auditor (or equivalent) of Applicant or Applicant Group Entity (as applicable) certifying revenues earned during the Reference Years as specified above; and
- (ii) Copy of contracts for the above service engagements or a confirmation letters from the clients, confirming the above details.

	Initials of Applicant's Authorised Signatory:
	 4

<sup>&</sup>lt;sup>+</sup>- Provide brief description of the scope of services, explaining why they are Mission Critical IT Services as defined in Section 2.1 of RFQ. Also provide details of contract under which such services have been delivered, including date of contract, total contract value, location of service delivery centre(s) and core operations supported. Separate sheets may be used if necessary.