

**REQUEST FOR PROPOSAL
FOR
PUBLICATION OF MAGAZINE**

Issued by

Mumbai International Airport Private Limited



Date of issue: May 8, 2012

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1. INTRODUCTION

Mumbai International Airport Private Limited (“**MIAL**”) has the exclusive right and authority, *inter alia*, to operate, manage and develop Chhatrapati Shivaji International Airport, Mumbai (“**CSIA**” or “**Airport**”) for a term of 30 years from May 3, 2006, pursuant to the Operation, Management and Development Agreement dated April 4, 2006 between Airports Authority of India (“**AAI**”) and MIAL (“**OMDA**”) with an option to extend the term for a further period of 30 years.

CSIA is one of India’s busiest airports having recorded passenger traffic of approximately 30.74 million during financial year 2011-12. MIAL proposes to grant to an experienced and qualified publisher and distributor the right to write, print, publish and distribute a magazine titled “**Touchdown**” (“hereinafter referred to as the “**Magazine**”) for MIAL (“**Concessionaire**”), for a period of 2 years (the “**Concession**”). The broad scope of the Concession is set forth in Section 3 of this Request for Proposal (“**RFP**”).

MIAL hereby invites interested parties (“**Applicants**”) to submit their proposals (“**Proposals**”) in accordance with Section 4 hereof. Proposals must reach MIAL in accordance with Section 4 latest by **5.30 pm, May 21, 2012**.

2. CONTACT DETAILS

The address and contact details for obtaining clarifications in relation to this RFP and for submission of Proposals is as follows:

**Assistant Vice-President- Operations Procurement
Mumbai International Airport Private Limited,
Chhatrapati Shivaji International Airport,
1st Floor, Terminal 1B
Santacruz (East), Mumbai - 400 099.
email: subba.rao@gvk.com**

3. SCOPE OF CONCESSION

- (i) The Magazine shall provide to national and international visitors at the Airport, *inter alia*, a comprehensive monthly update on the fascinating range of entertainment and cultural opportunities existing in Mumbai and information regarding the ongoing developments at the Airport.
- (ii) The term of the Concession will be for a period of 2 years (“**Term**”).
- (iii) The Magazine shall be titled as “**Touchdown**” and the cover page shall mention “A Magazine by MIAL” However, MIAL has a right to change and /or modify the name of the Magazine by issuing 30 days prior notice

to Concessionaire The Magazine shall contain information on various subjects including without limitation, travel (both within and outside India), hot-picks, must-buys, food & drink, lifestyle, trends, events in Mumbai and other metro cities, and shall also consistently cover the developments and activities at the Airport.

- (iv) Other specifications for the Magazine are as below:-

Details	Specifications
Language	English
Frequency of the Magazine	Monthly
No. of copies:	60,000
Minimum No. of pages	64
Paper for the cover	130 GSM
Paper for the inside pages	70 GSM
Size	A4
Type of printing	4 colour offset

- (v) Concessionaire shall author, write, edit, design, print and publish 60,000 copies of each monthly edition of the Magazine without any costs to MIAL.
- (vi) In consideration for Concessionaire publishing the Magazine for MIAL, MIAL shall grant the Concessionaire the right to sell advertising rights in the Magazine. The sole responsibility for procuring the advertisements for the Magazine shall be that of Concessionaire.
- (vii) The Concessionaire after completion of 12 months of the Term provide a revenue share to MIAL. The Proposals shall contain the percentage of revenue share the Concessionaire proposes to pay post completion of above said 12 months.
- (viii) Concessionaire shall reserve minimum 10 pages free of cost per issue of the Magazine for MIAL which shall be used for publishing passenger information, statutory notice, details of Airport facilities, event announcements, in-house advertisement of MIAL/ GVK/ CSIA and any other information relating to the Airport or MIAL, as may be supplied by MIAL to Concessionaire from time to time.
- (ix) The Magazine should compulsorily contain one story about Mumbai and one story about any of the destinations connected by Mumbai, directly or indirectly. It is clarified that the story about Mumbai and the destination connected by Mumbai will be on pages excluding the 10 pages reserved for MIAL as mentioned in 3(viii) above.
- (x) MIAL and the Concessionaire shall have the right to terminate the Concession without cause and without assigning any reasons therefore by giving not less than 180 days prior written notice to Concessionaire.
- (xi) In the event of any breach of terms and conditions of the Concession, set out in the agreement to be entered with the Concessionaire, MIAL shall

have the right to terminate the Concession, by giving not less than 7 days prior written notice to Concessionaire.

4. SUBMISSION OF PROPOSALS

- (a) Applicants shall submit the following as part of its Proposal:
- (i) **Expression of Interest & Confidentiality Undertaking:** This shall be submitted in the form set forth at Annexure 1. Along with this document, Applicant shall submit documents establishing the authority of the signatory to execute and submit the Proposal in accordance with this RFP (e.g. power of attorney/certified copy of board resolution).
 - (ii) **Write up:** Applicant shall submit a brief write-up covering the following:
 - 1. Key corporate details of the Applicant such as shareholding and board of directors;
 - 2. A statement of the experience and financial eligibility of the Applicant;
 - 3. A brief background and overview of the Applicant's experience in publishing magazines in the field of lifestyle, fashion, beauty, entertainment, design, architecture, real estate and travel;
 - 4. The Applicant's vision for the Magazine at CSIA;
 - 5. Any other information that the Applicant feels, may be relevant for the evaluation of its Proposal.
- (b) The documents comprising Proposal shall be enclosed in a sealed envelope marked "**Request for Proposal for Publication of Magazine**" with the name and contact address of the Applicant and shall be sent by registered post/courier or hand delivery to the address at Section 2 above and should reach MIAL latest by **5:30pm, May 21, 2012**.
- (c) MIAL does not take any responsibility for any delays or failure of any Proposal to reach MIAL for any reason.
- (d) The Bids shall be valid and open for acceptance by MIAL for a period of at least 90 days from the last date for submission of Bids.

5. GENERAL TERMS OF THE RFP

- (i) MIAL reserves the right at its sole discretion, to change the schedule or terms of this RFP. Any such change will be posted on the website <http://www.csia.in/businessopportunity/operational.aspx>. Applicants are advised to periodically visit the website to obtain any such information.

- (ii) MIAL reserves the right to, at its sole discretion and without notice, cancel this RFP or the entire selection process or reject all or any Proposals or invite revised Proposals, at any time, without incurring any liability and in no event shall any Applicant have any claim in this regard. The Proposal and all other documents submitted by the Applicant become the property of MIAL and shall not under any circumstances be returned to Applicant.
- (iii) MIAL reserves the right to proceed with the selection process regardless of the number of Proposals that are received. MIAL reserves the right to determine the eligibility of any Applicant based on the information submitted in its Proposal and/or any information from other sources.
- (iv) Notwithstanding anything to the contrary, MIAL reserves its rights to, in its sole discretion, and without assigning any reasons: (i) decide whether or not to proceed with the process for selection of the Concessionaire; and (ii) accept or reject the Proposal of any party.
- (v) This RFP is neither an offer by MIAL to enter into any contract nor does it confer any right upon the Applicant or impose any obligation upon MIAL in any manner whatsoever.
- (vi) All data and estimations in this RFP are as per data available with MIAL, however MIAL makes no representations as to the accuracy, adequacy, completeness or otherwise of such information.
- (vii) Applicants are bound to maintain the confidentiality of the RFP and any other information or documents that may be provided to them, in accordance with the confidentiality terms specified in Annexure 1.
- (viii) Each Applicant shall submit only true and correct information in its Proposal. Failure to do so may render the Applicant liable to be disqualified.
- (ix) MIAL reserves the right to request any Applicant to submit additional information or provide clarifications in relation to its Proposal.
- (x) All matters in relation to this RFP shall be governed by the laws of India and any disputes shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.
- (xi) At any time prior to the submission of the Proposal, MIAL may, for any reason, whether on its own, or in response to a clarification requested by an interested party, modify the RFP by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued, shall be a part of the RFP, and shall be communicated in writing by email or by fax to all the interested parties.
- (xii) Any queries in relation to this RFP document may be sent to the address at Section 2 above. MIAL is however not bound to respond to any such queries.

- (xiii) By submitting a Proposal, an Applicant will be deemed to have accepted all the terms and conditions of this RFP.

ANNEXURE 1 : FORM OF EXPRESSION OF INTEREST

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

[Insert Place, Date]

To: **Mumbai International Airport Private Limited,**
1st Floor, Terminal 1B, Chhatrapati Shivaji International Airport
Santacruz (East), Mumbai - 400 099.

Attn: Assistant Vice-President- Operations Procurement

Dear Sir,

Subject: Proposal & Confidentiality Undertaking

Ref: Request for Proposal for Publication of Magazine dated May 8, 2012 (“**RFP**”) issued by Mumbai International Airport Private Limited (“**MIAL**”). Capitalised terms used but not defined herein have the meanings set forth in the RFP.

1. We, the undersigned, (“**Applicant**”) confirm that we are interested in the concession for writing, printing, publishing and distributing a magazine at Chhatrapati Shivaji International Airport, Mumbai (“**CSIA**”) in accordance with the terms of the RFP (the “**Concession**”).
2. We also enclose a write-up as required under Section 4(a)(ii) of the RFP.
3. We represent and warrant that all information submitted as part of this proposal (“**Proposal**”) 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 Proposal, untrue, incorrect or invalid.
4. **Confidentiality undertaking:**

We, the Applicant, hereby undertake 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 participation by the Applicant in the process of selection of the Concessionaire (“**Specified Purpose**”). We, the Applicant, hereby undertake and agree that in consideration of receipt of such Information we shall abide and be bound by, the following terms:

- (a) “**Information**” means the RFP, if any, and any and all other documents and information that may be provided by or on behalf of MIAL to the Applicant from time to time or that otherwise may be obtained by Applicant pursuant to the RFP, including without limitation, all addenda

and clarifications, information obtained through interactions with MIAL, all technical, commercial, financial, operational, legal or statistical information, all agreements, plans, layouts and documents of MIAL 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 the confidential treatment of such Information as per the terms hereof; and (2) Applicant shall be solely responsible for any acts or omissions of such parties which results in the Information not being treated in accordance with the confidentiality provisions herein.

- (c) 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.
- (d) 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 being compensated 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.

5. We, the Applicant, hereby accept all the terms and conditions of the RFP.
6. We, the Applicant, hereby agree that the RFP and our Proposal 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 all matters arising in relation to the RFP and our Proposal.

Yours sincerely,

For and on behalf of [insert name of Applicant]

_____ **[Signature of authorised signatory of Applicant]**

Name:

Title:

Address for communication:

Phone number:

Fax no:

e-mail:

[Note: Authorised signatory shall initial all pages of this Proposal at the places indicated.]
