

DELHI INTERNATIONAL AIRPORT LIMITED



**INVITATION FOR EXPRESSION OF INTEREST
FOR
UNDERTAKING THE CONCESSION OF OBSERVATION TERRACE FACILITY
AT
INDIRA GANDHI INTERNATIONAL AIRPORT, DELHI**

July 4, 2025

DISCLAIMER

1. This Invitation for Expression of Interest (“**IEOI**”) document is being issued by Delhi International Airport Limited (“**DIAL**”) to solicit party(ies) which are interested to participate in the bidding process for grant of Concession (*as defined hereinafter*) (“**Interested Party**”) on a non-exclusive basis in relation to the Observation Terrace Facility (*as defined hereinafter*) and enable them to submit their Expression of Interest (“**EOI**”), comprising of the preliminary brief of the proposal and the documents in support of the qualification criteria, in order to finalise the scope of the Concession in terms of the market demand. DIAL has received a design stage security vetting approval from Director General, Bureau of Civil Aviation Security (“**BCAS**”) for development of an aviation themed facility in landside area located in the southern zone of IGI Airport, New Delhi.
2. A Request for Proposal (“**RFP**”) would be issued to the Qualified Bidders (*as defined hereinafter*) based on the evaluation of EOI as submitted by Interested Party. DIAL reserves the right to scrap the bidding process and/ or postpone the qualification stage or start the bidding process afresh. DIAL shall not be liable to any of the parties for such an action of DIAL in any manner whatsoever.
3. This document is being made available by DIAL to the Interested Party on the terms set out in this document. The possession or use of this document in any manner contrary to any applicable law(s) or for any purpose other than as specified in this document is expressly prohibited. Interested Party shall observe all applicable legal requirements. This document is issued upon an express understanding and agreement that the Interested Party shall use it only for the purpose of preparing and submitting their EOI and for no other purpose.
4. This document does not purport to contain all the information that the Interested Party, their directors, consultants, contractors, officers, employees, agents and/or advisors would desire or require in reaching a decision as to the submission of the EOI. DIAL reserves the right to ask for any additional document/information or any additional requirement during the Bidding Process. This document is a summary of available information and no reliance shall be placed upon any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by DIAL, its directors, advisors, consultants, contractors, officers, employees and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements shall remain unchanged.
5. The information in this document does not purport to be comprehensive or to have been independently verified. Nothing in this document shall be construed as legal, financial or tax advice. DIAL shall not be liable for any costs, expenses, however so incurred by the Interested Party in connection with the preparation of the EOI. DIAL reserves the right to update, amend or supplement this document and/or any information contained herein at any time.
6. Neither the information in this document nor any other written or verbal information, in relation to the process set out in the document for the evaluation or in relation to the EOI, evaluation of the preliminary brief of the proposal / proposal(s), award of Concession, is intended to form the

basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the award of the Concession and should not be relied upon as such.

7. Nothing in this document is, nor shall be relied upon as, a promise or representation as to DIAL's decision in relation to the award of the Concession or otherwise. The Interested Party shall not, therefore, have the opportunity to revise their EOI following submission, except as required by DIAL in accordance with this IEOI. However, DIAL reserves the right to change the basis of or the procedures (including the timetable) relating to the selection process, reject any or all of the EOI(s), not to invite Interested Party to proceed further, neither furnish the Interested Party with any additional information nor otherwise to negotiate with the Interested Party in respect of the Concession.
8. Nothing contained in this document shall be considered as an assurance, representation or guarantee of any amount of business or prospect of business. The Interested Party are advised to undertake independent studies and exercise due diligence before relying on the data, projections and other details, if contained, in this document or as may be provided by DIAL during the process and before submitting their respective EOI in response to this document.
9. No person other than Mr. Puskar Nath Thakur – Chief Commercial Officer (Aero), has been authorised by DIAL to give any information or to make any representation not contained in this document and, if given or made, any such information or representation shall not be relied upon unless as having been so authorised.
10. Nothing contained in this document is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this document are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
11. This document outlines DIAL's expectations in relation to the EOI(s) to be submitted by the Interested Party. No legal or other obligation shall arise in DIAL's name unless and until the definitive concession agreement has been formally and validly executed by the parties and any conditions to the effectiveness of such agreement have been fulfilled.
12. DIAL may conduct the process as set out hereunder either by itself or through or with the assistance of one or more advisors and agencies. The Interested Party consents to DIAL for sharing the EOI and all other information as may be provided by the Interested Party during the process and thereafter with such advisors and agents. It is clarified that acceptance, evaluation and selection of the Interested Party shall be made by DIAL at its sole discretion, and that DIAL shall not be bound by any opinions or observations of its advisors or agents.

1. Introduction

DIAL has been granted concession by Airports Authority of India (“AAI”) vide Operation, Management and Development Agreement dated April 4, 2006 (“OMDA”), to operate, maintain, develop, design, construct, upgrade, modernize, finance and manage the Indira Gandhi International Airport, to provide Aeronautical Services (*as defined in OMDA*) and Non Aeronautical Services (*as defined in OMDA*) and to contract with third parties to undertake such functions. In this regard, DIAL intends to grant Concession for Observation Terrace Facility at the IGI Airport, New Delhi.

DIAL invites submission of EOI to shortlist the Interested Party(ies) which, satisfy the Qualification Criteria (*as provided in Clause 4 hereinafter*), and are willing to undertake the Concession, by submission of the requisite documents under this IEOI including preliminary brief of the proposal and the documents in support of the Qualification Criteria, which shall enable DIAL to finalise the scope of the Concession.

2. Brief description of the Concession

2.1. Background

The concept of observation terrace or an aviation themed facility is a popular concept at airports globally and as part of new business initiative, DIAL is evaluating the option to develop the same in the landside area located in the southern zone of IGI Airport, New Delhi (“**Observation Terrace Facility**”). Such facility is proposed to be developed on a land parcel of approximately 12,000 sq.m. and shall be accessible by the passengers, general public and/or aviation community (“**Users**”). DIAL intends to create a facility, which provides a unique aviation-themed experience to the Users comprising distant views of aircrafts operating at airside from an observation deck, evolution of aviation history through engaging multi-media displays / AR-VR tools, aircraft prototype displays, simulators, aviation artifacts, lounges with silent displays, aviation educational activities for younger visitors etc. Such facility shall provide an engaging experience with a potential to attract visitors, families, school children and enthuse interests in aviation.

2.2. Scope of the Concession

The scope of the concession shall include :

- (a) designing, financing, developing, constructing, operating, managing and maintaining the Observation Terrace Facility;
- (b) providing ancillary/support facilities; and
- (c) providing Services to the Users.

Services shall mean the services to be provided at the Observation Terrace Facility, including but not limited to the following:

- (a) Food & Beverage (F&B) – Provision of outlet(s) where Users demands are fulfilled;
- (b) Any other services, proposed or otherwise, necessary for smooth operation of Observation Terrace Facility, with prior permission of DIAL and subject to BCAS approval.

(collectively referred to as “**Concession**”)

DIAL shall provide an indicative concept to the bidder in accordance with the BCAS approval on the concept. DIAL may, at its sole discretion, add, modify, limit or change any of the scope of the Observation Terrace Facility and the Services mentioned above or the scope thereof during the bidding process.

- 2.3. **Concession Term:** The Concession shall be for a period commencing from the date of execution of the definitive concession agreement and ending on May 2, 2036 (“**Initial Term**”) and in the event of extension of OMDA, an additional period of up to 30 (thirty) years beyond the date of expiry of the Initial Term, unless terminated earlier in accordance with the terms of the Concession Agreement.
- 2.4. **Business Model:** The Concession is based on the business model of revenue share for the Concession term, which shall be payable by the concessionaire to DIAL.
- 2.5. **Regulatory Approvals:** While undertaking the Concession, the Selected Bidder (*as defined hereinafter*) shall procure necessary approvals, licenses, clearances and other necessary permits.

3. **Brief Overview of the Bidding Process**

- 3.1. DIAL has adopted the following two-stage competitive bidding process (collectively referred to as the “**Bidding Process**”) for selection of the selected bidder to undertake the Concession as per the terms of the RFP and the definitive concession agreement:
 - (i) **Qualification Stage:** The first stage (“**Qualification Stage**”) of the Bidding Process involves:
 - (a) Submission of the EOI by the Interested Party to undertake the Concession, in accordance with the provisions of this IEOI, as modified, altered, amended and clarified from time to time by DIAL, on or before the due date for submission of EOI; and
 - (b) During evaluation of the EOI, DIAL shall require the Interested Party to provide a presentation and explain its preliminary brief of the proposal on such date, time and venue as will be intimated to the Interested Party by DIAL. DIAL may also require a visit to the facility developed/operated by the Interested Party.
 - (c) Shortlisting of Interested Party(ies) by DIAL to determine the qualified bidders eligible to participate in the next stage of the Bidding Process (“**Qualified Bidders**”).
 - (ii) **Bid Stage:** The second stage (“**Bid Stage**”) of the Bidding Process involves the procurement of the RFP by the Qualified Bidders upon submission of RFP application form in the format prescribed by DIAL and payment of Rs. 50,000/- (Rupees Fifty Thousand) *plus* applicable taxes and/or charges (“**Bid Processing Fee**”). The bank charges including conversion charges, if any, and all other applicable taxes including Goods and Services Tax(GST), relating to payment of Bid Processing Fee shall solely be on account of Qualified Bidders. The RFP application form

and the details for payment of Bid Processing Fee shall be shared over e-mail to the Qualified Bidders.

The RFP document shall be issued by DIAL to the Qualified Bidder vide e-mail on the e-mail address provided in its RFP application form, but under no circumstances shall DIAL be held responsible for late delivery or loss / non-receipt of the document(s). Other details of the bid including the payment requirements such as bid award cost, bid security, etc., mode and manner of the submission of the proposal, guidelines for the development of the Observation Terrace Facility as given by BCAS etc. shall be more particularly set out in the RFP.

- 3.2. **Selection of Selected Bidder:** Pursuant to submission of proposals by the Qualified Bidders in the Bid Stage, DIAL intends to select 1 (one) successful bidder, which shall undertake the implementation of Concession in accordance with the provisions of the RFP and the definitive concession agreement (“**Selected Bidder**”).

4. Qualification Criteria

4.1. Basic Qualification

- (i) The Interested Party shall be a body corporate validly existing and incorporated under applicable law;
- (ii) The Interested Party shall have the requisite power and authority to submit the EOI and the proposal (when required), and to execute the definitive concession agreement and perform its obligations thereunder (where such Interested Party is awarded the letter of intent to award);
- (iii) The Interested Party shall be financially capable to participate in the Bidding Process;
- (iv) The Interested Party shall have got its financial statements audited by a statutory auditor, within the regular time permitted under the applicable laws in all the preceding five (5) years.
- (v) There shall be no pending, active, or previous legal action that prevents the Interested Party from submitting the EOI and the proposal (when required) and executing the concession agreement;
- (vi) The Interested Party has not been debarred/ blacklisted by DIAL or any GMR Group entity;
- (vii) There shall be no dues/payments pending to be made to DIAL in relation to invoices raised under or pursuant to any existing or prior contracts between DIAL as on the date of the issuance of this IEOI.

4.2. Technical Qualification:

The Interested Party, either itself or through its Affiliate, shall satisfy the following technical criteria:

- Developed at least 1 (one) *Similar Facility* with a minimum built-up area of 5,000 sq. m. within the last 10 (ten) years.

OR

- Have the experience of operating, managing and maintaining at least 1 (one) *Similar Facility* for minimum 3 (three) years with minimum built up area of 5000 sq. m. within the last 10 (ten) years.

For the purpose of this clause, '*Similar Facility*' shall mean amusement parks, theme parks, entertainment zones, museums, hospitality zones, themed restaurants and resorts.

4.3. Financial Qualification:

The Interested Party shall satisfy the following financial criteria:

- (i) The Interested Party shall have annual turnover of minimum INR 20,00,00,000/- (INR Twenty Crore) in two out of following five financial years i.e. FY19-20, FY20-21, FY21-22, FY22-23 & FY23-24; and
- (ii) The Interested Party shall have positive Net Worth as on March 31, 2024.

For the purpose of this IEOI:

- (a) "**Affiliate**" shall mean with respect to any entity which (a) Controls such entity, (b) is Controlled by such entity, or (c) is Controlled by the same person who, Controls such entity.
- (b) "**Control**" shall mean: (i) the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person acting individually, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner; or (ii) to have the direct and / or indirect shareholding (cumulative) of more than 50% (Fifty percent) in the issued and paid-up share capital whether itself and/ or through one or more subsidiaries. The terms "Controls" and "Controlled by" shall be construed accordingly.
- (c) "**Net Worth**" shall mean the aggregate value of the subscribed and paid-up equity share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, the aggregate value of goodwill, brand, deferred expenditure and miscellaneous expenditure not written-off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation and reserves not available for distribution to equity shareholders.

- 4.4. The Interested Party shall provide DIAL with an undertaking confirming compliance with the abovementioned Basic Qualification and Financial Qualification in Clause 4.1 and Clause 4.3,

respectively. Further, the Interested Party shall submit supporting documents certifying the satisfaction of Technical Qualification by the Interested Party and /or its Affiliate, as applicable.

5. Supporting Documents

- 5.1. The Interested Party must submit the following documents forming part of the EOI:
 - (i) Cover letter in the format prescribed in Schedule A of this IEOI along with the documents as mentioned therein;
 - (ii) Letter of Undertaking in the format prescribed in Schedule B of this IEOI; and
 - (iii) Confidentiality Undertaking in the format prescribed in Schedule C of this IEOI.
- 5.2. The EOI shall be signed by person(s) duly authorized to sign on behalf of the Interested Party (“**Authorized Person(s)**”). Such authorization shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the Interested Party.
- 5.3. All pages of the EOI shall be typed, indexed, numbered, stamped and initialed/signed by the Authorized Person(s).

6. Submission of Expression of Interest

- 6.1. The EOI shall be sent in a pdf format and be named as:
“**EXPRESSION OF INTEREST FOR OBSERVATION TERRACE FACILITY**”
- 6.2. Each Interested Party shall submit the EOI by July 21, 2025, 1800 hours (IST) *vide* e-mail to Dial_Aero-CargoRFP@gmrgroup.in with a carbon copy marked to Puskar.NathThakur@gmrgroup.in.

7. Late Submission

EOI received by DIAL after the specified time on the designated due date, shall not be eligible for consideration and shall be summarily rejected. DIAL shall not be responsible for the loss or non-receipt or delay in the receipt of any EOI sent by post or courier.

8. Right to Accept or Reject application

Notwithstanding anything contained in this IEOI, DIAL reserves the right to accept or reject any EOI and to cancel or withdraw the entire Bidding Process and reject all EOI, call for fresh EOI or restart the entire or part of the Bidding Process (with such terms and conditions that may be in deviation to the terms and conditions of this IEOI at DIAL’s sole discretion), at any time without any liability or obligation for such acceptance, rejection or annulment, without assigning any reason.

9. Amendment of EOI

At any time, DIAL may, for any reason, modify or amend the IEOI, including the timelines specified in Clause 6.2 of the IEOI, by the issuance of one or more addenda or amendments

without incurring any obligation or liability, financial or otherwise, towards any Interested Party and without expressing any reason or cause thereof.

10. Governing Law

All matters relating to the application and/ or Bidding Process shall be governed by the law of India. Only courts in New Delhi (with the exclusion of all other courts) shall have jurisdiction to decide or adjudicate on any matter which may arise.

Schedule A

[On the letterhead of Interested Party]

Date: [.]

To,
Delhi International Airport Limited
New Udaan Bhawan
Opposite Terminal 3
Indira Gandhi International Airport
New Delhi - 110 037

Kind Attn.: Puskar Nath Thakur, Chief Commercial Office - Aero

Sub: Expression of Interest for undertaking the Concession of Observation Terrace Facility

Ref.: IEOI dated [.] issued by DIAL

Dear Sir,

1. We, the undersigned, are duly authorized to represent and act on behalf of [*insert name of Interested Party*] (“**Interested Party**”), and having reviewed and fully understood all information provided in the Invitation for Expression of Interest dated [*insert*] for undertaking the Concession of Observation Terrace Facility (“**IEOI**”) issued by Delhi International Airport Limited (“**DIAL**”), and having considered all relevant information, wish to hereby express our interest in the Bidding Process.
2. We hereby submit our Expression of Interest (EOI) for the Concession of Observation Terrace Facility and we further confirm that we meet the Qualification Criteria as stipulated in the IEOI.
3. As required, we are submitting the EOI containing the following documents:
 - (a) Details of the Interested Party and/or Affiliate, as applicable:
 - i. Name, incorporation details (along with a copy of certificate of incorporation/commencement of business/registration), legal nature of the Interested Party and registered office address.
 - ii. Particulars of the Authorized Signatory for the Interested Party including his/her name, designation, address, phone number and email address.
 - iii. Name and details of promoters of the Interested Party.
 - iv. Name and details of Directors of the Interested Party including their name, age, address, qualification and experience.
 - v. Name and details of shareholders and the certified true copies of the existing shareholding pattern.
 - vi. Countries/ Cities of operations and address

- vii. Brief description of the Interested Party including details of its type of business (details of the business to be provided).

If the Interested Party relies on the experience of the Affiliate, the details of the Affiliate shall also be provided.

- (b) Documents certifying the satisfaction of Technical Qualification by the Interested Party and /or its Affiliate (as applicable).
 - (c) An undertaking by the Interested Party certifying satisfaction of Basic Qualification and Financial Qualification by the Interested Party.
 - (d) Duly certified copy of the board resolution authorizing the Authorised Signatory for signing the EOI.
 - (e) Preliminary brief of the proposal for undertaking the Concession.
 - (f) Any other documents as the Interested Party may seek to provide.
4. We shall make available to DIAL any additional information which DIAL may seek or require to supplement or authenticate this EOI.
5. We hereby agree, undertake and declare as under:
- (a) We have examined, and have no reservations, in respect of the IEOI, including any addendum, amendments or clarifications issued by DIAL;
 - (b) Our EOI is, in all respects, in compliance with the requirements of the IEOI. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our EOI, we hereby represent and confirm that our EOI is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects;
 - (c) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our EOI, we hereby agree and undertake to keep this EOI valid and open for acceptance without unilaterally varying or amending its terms;
 - (d) We declare that in the event DIAL discovers anything contrary to the above declarations, it is empowered to forthwith disqualify us and our EOI from further participation in the Bidding Process;
 - (e) We undertake that in case due to any change in facts or circumstances or the applicable laws during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of the IEOI, we shall intimate DIAL of the same immediately;
 - (f) We represent and warrant that neither we nor our Affiliates are disqualified from participation in the Bidding Process, pursuant to the provisions of the IEOI;
 - (g) DIAL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the veracity of the statements, documents and information submitted in connection with this EOI and to seek clarifications from our advisors and clients regarding any financial and technical aspects. This letter will also serve as authorization to any individual or authorized representative of any entity referred to in

- the supporting information, to provide such information deemed necessary and requested by DIAL to verify statements and information provided in this EOI, or with regard to our resources, experience, and competence; and
- (h) Any decision taken by DIAL in connection with the selection of Qualified Bidders and Selected Bidder, or in connection with the Bidding Process itself, shall be final and binding on us.
6. We understand that:
- (a) All information submitted under this EOI shall remain binding upon us.
- (b) DIAL may, in its sole, absolute and unfettered discretion, reject or accept any EOI, cancel/modify the Bidding Process and reject the EOI and/or bids.
7. We acknowledge that DIAL will be relying on the information provided in the EOI and the documents accompanying such EOI and we declare that all statements made by us and all the information pursuant to this letter are complete, true and accurate to the best of our knowledge and beliefs.
8. This EOI shall be governed by and construed in all respects according to the applicable laws being in force in India, and that the courts at New Delhi, India shall have the exclusive jurisdiction in respect of matters arising in relation thereto.
9. All the terms used herein but not defined, shall have the meanings as ascribed thereto under the IEI.

Name of the Interested Party:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Designation of the Authorized Signatory:

Company rubber stamp:

Date:

Schedule B

LETTER OF UNDERTAKING BY THE INTERESTED PARTY

[On the letter head of the Interested Party]

[Date][●]

To,
Delhi International Airport Limited
New Udaan Bhawan
Opposite Terminal 3
Indira Gandhi International Airport
New Delhi - 110 037
India

Kind Attn.: Puskar Nath Thakur, Chief Commercial Office - Aero

Sub: Letter of Undertaking

Ref.: IEOI dated [.] issued by DIAL

Dear Sir,

We [*please insert the full name of the Interested Party*] hereby declare and confirm that we have read and understood all the terms and conditions of the IEOI, the Schedules and the Annexure therein and we hereby confirm the said terms and conditions are acceptable to us.

We declare and confirm that all statements made by us and all the information or documents provided by us are complete, true and correct and no information or document has been omitted which renders such information misleading and all documents accompanying the EOI are true copies of their respective original.

We declare and confirm that we satisfy, and are compliant with, the Basic Qualification, the Technical Qualification and Financial Qualification as set out in the IEOI and have the adequate financial and technical capabilities to implement the Concession.

We declare that there is no pending/previous litigation against us or otherwise that would prevent us from making the EOI and fulfilling the terms and conditions of the IEOI and the definitive concession agreement or from execution of forms and deeds as may be required, in the event that, we are the Selected Bidder.

We accept that in the event that the documents submitted by us along with the EOI are found by DIAL to be inadequate/ false/ incorrect/ misleading/ incomplete, the EOI may be rejected by DIAL without assigning any reasons therefor. In addition, DIAL reserves its right to prohibit us from participation in any further tenders of DIAL.

We fully acknowledge and understand that in case any false or misleading information, as furnished by us in our EOI, is found out at a later stage after the signing of the definitive concession agreement between the parties, it shall entitle DIAL to terminate the said signed definitive concession agreement between the parties, including right to black-list us (Interested Party) and/or the concessionaire for all future projects of DIAL. The costs and risks for such termination shall be entirely borne by us.

We fully acknowledge and understand that DIAL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this EOI, and to seek clarifications from our advisors and clients regarding any financial and technical aspects. This Letter of Undertaking will also serve as authorization to any individual or authorized representative of any entity referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this EOI, or with regard to our resources, experience, and competence.

We further declare and confirm that we have never been declared or indulged in corrupt, coercive, collusive and fraudulent practices in any bidding process and have not been debarred/ blacklisted by Delhi International Airport Limited or any of its Group entity.

We confirm that no benefit, either in cash or in kind, has been provided by us to any officer or employee, or any relative/associate of any officer or employee of DIAL or any of its associate companies, in order to secure the Concession, and undertake not to provide any benefit, either in cash or in kind, to any such officer/employee/relative/associate as a reward or consideration either for securing the Concession or any other matter relating to this EOI.

We acknowledge and confirm that all information submitted under the EOI shall remain binding upon us and DIAL may in its absolute discretion reject or accept any EOI, cancel the selection process and reject the EOI. We further acknowledge that DIAL reserves itself the right to reject the EOI without assigning any reason thereto.

We acknowledge that DIAL may share the EOI and any other information provided by us during the Bidding Process or at any time thereafter with its advisors and agents, and we consent to the same.

We declare and confirm that, we shall not exercise or resort to and hereby waive to any special privilege or immunity from any process of the courts or judicial authorities.

We hereby agree to and undertake to abide by all the terms and conditions of the IEOI.

Yours faithfully,

For [●] name of the company

Signature

Name of the Authorised Signatory

Designation of the Authorised Signatory

Registered Office Address

(Company seal/ rubber stamp of the company)

SCHEDULE C

CONFIDENTIALITY UNDERTAKING

(To be executed on stamp paper of Rs. 100/-)

Date:

To,
Delhi International Airport Limited
Address: New Udaan Bhawan
Opposite Terminal 3
Indira Gandhi International Airport
New Delhi – 110 037
India

Kind Attn.: Puskar Nath Thakur, Chief Commercial Office - Aero

Sub: Expression of Interest for undertaking the Concession of Observation Terrace Facility

Ref.: IEOI dated [.] issued by DIAL

The undersigned, (“**Applicant**” or “**Recipient**”) hereby undertakes and agrees as follows:

1. “**Confidential Information**” The term “Confidential Information” shall mean and include, without limitation, the documents namely the IEOI, details regarding the Concession, Bid Processing Fee, and everything contained therein, all documentation, data, particulars of the works, Observation Terrace Facility and technical or commercial information made by (or on behalf of) DIAL or obtained directly or indirectly from DIAL or its representatives by the Recipient or which is generated by the Recipient or any information or data that the Recipient receives or has access to, as a result of the IEOI or in relation to the IEOI, data, know-how, compositions, designs, sketches, photographs, graphs, drawings, current and anticipated customer requirements, price lists, market studies, policies, procedures, employees, work conditions, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, computer software and programs, database technologies, systems, structures and architectures, historical financial statements, business plans, financial projections, historical and projected revenue shares, capital spending budgets and plans, current or prospective financing sources, and any confidential information memorandum, draft of transaction document or other documents and materials and / or information relating to DIAL (howsoever such information is documented) or, any information of whatsoever nature related to the Concession, as being confidential information of DIAL. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the Recipient which contain, reflect or are based, in whole or in part, on the Confidential Information.

Provided however, that such term does not include any information which is now, or hereafter becomes available to the public, but not for the reason or as a consequence of the breach, default, failure to act by or on behalf of the Recipient or its employees, officers, directors, whether existing or erstwhile. Provided that the Recipient shall not disclose any Confidential

Information without the prior written approval from DIAL. DIAL shall have the right to refuse to give such approval in its sole discretion.

The Recipient shall use Confidential Information solely for the purpose of analysing the scope of works and for submitting its EOI in response to the IEOI (hereinafter referred to as “**Authorized Purpose**”) and for no other purpose.

2. With respect to all Confidential Information, the Applicant shall:
 - (a) maintain the secrecy and confidentiality of all such Confidential Information in good faith to protect confidential information of third parties delivered to the Applicant, if any;
 - (b) not disclose any such information directly or indirectly, by any means, to any person or entity, except to its directors and other personnel engaged in the management or providing assistance to the Applicant, to its professional advisors and bankers and who need to know such information to perform their responsibilities, on the undertaking that such professional advisors or bankers keep such information confidential;
 - (c) not file any application seeking any rights, proprietary or otherwise in respect of any such information; and
 - (d) not use any such information for any purpose other than Authorized Purpose.
3. The Applicant undertakes that it shall not at any time whatsoever:
 - (a) disclose, in whole or in part, any Confidential Information received directly or indirectly from DIAL or its respective employees, officers, directors, advisors or agents to any third party; and
 - (b) reproduce, publish, transmit, translate, modify, compile or otherwise transfer Confidential Information.

For the avoidance of doubt, it is hereby clarified that all Affiliate(s) of the Applicant and all directors, officers, employees, agents and representatives of the Applicant or its Affiliate(s) shall be included within the definition of the term “Recipient or Applicant” for purposes of this undertaking and shall be bound by the terms and conditions of this undertaking. The Applicant shall be responsible for any breach of this undertaking by any of its Affiliate(s) and any directors, officers, employees, agents and representatives of the Applicant or its Affiliates.

4. The Applicant shall ensure that its Affiliate, employees, directors and agents who may receive such information, comply with the obligations in this Confidentiality Undertaking.
5. The Applicant shall execute a separate confidentiality undertaking as per the terms and conditions contained in the bid documents.
6. The Applicant shall be liable for damages to DIAL as a result of any disclosure or misuse of Confidential Information by the Applicant.

7. The Applicant also agree to indemnify DIAL against any and all losses, damages, claims, or expenses incurred or suffered or likely to be incurred or suffered by DIAL, arising from, in connection with or as a result of the Applicant's breach of this Confidentiality Undertaking.
8. The Applicant understands and acknowledges that all Confidential Information shall remain the exclusive property of DIAL, and no right, title or interest in or to any of the Confidential Information or any material developed therefrom is transferred to the Applicant hereby or by its delivery to the Applicant hereunder.
9. The Applicant understands and acknowledges that Confidential Information is being provided on "as is" basis and without any representation or warranty of any kind, either express or implied, regarding the accuracy or completeness or other quality of the Confidential Information. In no event shall DIAL or its Affiliates or any of their respective directors, officers, employees, agents or representatives have any liability to other party relating to or arising out of any use of the Confidential Information in accordance with this undertaking.
10. The Applicant understands and acknowledges that any breach of this Confidentiality Undertaking, would cause DIAL irreparable harm, the amount of which may be difficult to ascertain. The Applicant, therefore, agrees that DIAL shall have the right in addition to indemnity, to apply to a court of competent jurisdiction for injunctive relief or specific performance (as appropriate), including an order restraining any such further disclosure, and for such other relief as DIAL shall deem appropriate. Such right of DIAL shall be in addition to the remedies otherwise available to it by law or equity, including the right to claim appropriate damages.
11. In case the preliminary brief of the proposal of the Applicant is not accepted or the Applicant is not declared the Qualified Bidder, then the Applicant shall immediately on rejection or upon the declaration of the Qualified Bidder or upon being informed that it is not the Qualified Bidder, as the case may be, the Applicant, shall immediately and forthwith:
 - (a) destroy all copies of Confidential Information in its possession, power or control, which are present in any form including but not limited to on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
 - (b) Within 7 (seven) days of compliance of Clause 11 (a), certify to DIAL, in writing, that it has duly destroyed such Confidential Information.
12. The Applicant confirms that in the event DIAL proposes to provide any further communications, notices or information in relation to the bidding process, DIAL would only be required to communicate such information or notices to the below mentioned person of the Applicant who is identified by the Applicant as the authorized person under this Confidentiality Undertaking:

Authorized person's name:

Address:

Phone number:

E-mail:

13. This Confidentiality Undertaking shall be governed by the laws of India and only the courts at New Delhi (with the exclusion of all other courts) shall have jurisdiction to decide or adjudicate on any matter which may arise.

Yours faithfully,

(Signature of Authorized signatory of the Applicant)
Name of Authorized signatory of the Applicant:
Designation of Authorized signatory of the Applicant:
Date:
Place:
Name of the Applicant:
Seal / stamp of the Applicant